



Invitation for Bid 2022-VAN-01

For

Yolo County Transportation District (YCTD)

**Ford Transit Vans with Bus Door**

October 21, 2022

Submission Deadline:

November 7, 2022 at 5:00 PM Pacific Time to [Procurement@yctd.org](mailto:Procurement@yctd.org)

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## Section 1: Scope of Work

The Yolo County Transportation District (hereinafter “YCTD”) is seeking bids from responsible bus dealers for **YCTD IFB 2022-VAN-01, Ford Transit Vans with Bus Door.**

The scope of work for this project is to purchase four (4) new Ford Transit Vans with bus doors. Exhibit A describes the vehicle specifications and requirements for the Ford Transit Vans. The equipment specified is to be placed into demand response public transit service (general public microtransit service and/or ADA complementary paratransit service) by the Yolo County Transportation District.

## Section 2: Procurement Schedule

The procurement process schedule is as follows:

Issue date of IFB	October 21, 2022
Deadline for Questions	October 28, 2022 at 5:00 PM Pacific Time
Submission Deadline	November 7, 2022 at 5:00 PM Pacific Time

This schedule may be extended at YCTD’s discretion.

## Section 3: Questions

The Bidder must carefully examine the specifications, terms and conditions provided in the Invitation For Bid and become fully informed as to the requirements set forth therein. If anyone planning to submit a bid discovers any ambiguity, conflict, discrepancy, omission or error in the bid, has any questions in relationship to the requirements as specified in Section 1 or Exhibit A, or any other related matters, they shall immediately send an email notification of such concern to [procurement@yctd.org](mailto:procurement@yctd.org) and request clarification or modification of the document(s) no later than the deadline as set forth herein:

Deadline for submission of questions: October 28, 2022 at 5:00 PM Pacific Time

No further requests for clarification or objections to the bid will be accepted or considered after this date. Any change in the bid will be made only by written addendum, issued by YCTD to each firm in receipt of the Invitation for Bid and shall be incorporated in the bid.

## Section 4: Bid Requirements

### A. Bid Submittal

- a. Bids are to be submitted electronically via email to [procurement@yctd.org](mailto:procurement@yctd.org), before the submission deadline. The YCTD email system does not accept attachments larger than 10 MB. If your bid is near this size or greater, please email only the cover letter and include a link to a secure download for the rest of your bid.
- b. All bid responses must include the following:
  1. Exhibit B - Bid and Submission Form
  2. Exhibit C - Bid Cost Sheet
  3. Exhibit D - References

- c. All prices shall be bid F.O.B. DESTINATION only.
- d. Delivery dates of all items/services shall be specified on the bid. The delivery dates must be no later than 100 calendar days after execution of a contract. Any delays incurred in excess of the schedule included in the bid will be subject to the schedule-related provisions of the General Terms and Conditions included in Exhibit E of this IFB, including those in Sections GC 7. Unavoidable Delays and GC 8. Liquidated Damages.
- e. Bidder shall be able to withdraw their bid at any time prior to the Bid Submittal Deadline. After bid submitted deadline, the bidder shall not be relieved of its bid without the consent of YCTD, nor shall any change in the bid be made because of a mistake. YCTD may allow a bidder to withdraw a bid because of a mistake only when the bidder has notified YCTD in writing within five (5) work days following the bid opening, specifying in detail how the mistake occurred, and has established to the satisfaction of YCTD that: (1) a mistake was made; (2) the mistake made the bid materially different from what the bidder intended; and (3) the mistake was made in filling out the bid and was not due to an error in judgment nor to carelessness in inspecting the site nor in reading the plans or specifications.

## B. Bid Submittal Deadline

The bid must be received by [procurement@yctd.org](mailto:procurement@yctd.org) by November 7, 2022 at 5:00 PM Pacific Time

Without law or policy to the contrary, if the bidder took reasonable steps to submit the bid in due time, and failure of the bid to be on hand at the time of closing was not the result of negligence or other fault of the bidder, but was the result of negligence by YCTD, YCTD reserves the right to accept such bid.

## C. References

Provide a list of at least three customer references (Exhibit C) to whom you have sold or are currently selling similar items/services. Include the company's name; the name, title, and telephone number of a contact person; the dollar amount of the contract; and the dates that these items/services were completed.

## D. Specific Compliance

All bidders will be required to abide by all applicable Federal and State laws and regulations.

## E. No Disqualification or Debarment from Participation in Federal or State Programs

Bidders must warrant that no conditions or events now exist which give rise to Bidder or any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners being excluded or debarred from, any Federal or State program.

## Section 5: General Terms and Conditions

YCTD's General Terms and Conditions for vehicle purchases are included as Exhibit E.

Any contract resulting from this IFB may be subject to a financial assistance contract/agreement between YCTD and the California Department of Transportation (Caltrans), and between YCTD and the

U.S. Department of Transportation, Federal Transit Administration (FTA). The contract shall be governed by all applicable state and federal regulations, including the Federal Requirements in Exhibit F.

Submission of a bid constitutes an offer to perform the work specified and to be bound by the terms contained in this IFB. Upon acceptance of the offer, and upon award of the contract to the successful bidder (if any), this procurement solicitation document, together with the completed and executed forms required herein, and all Exhibits hereto, together with the contract shall collectively constitute the contract documents. The contract shall be a firm, fixed-price contract. Bidder warrants that employees who participate in this project will be compensated in accordance with the law.

## Section 6: Responsiveness

In order for a Bidder to be eligible to be awarded the Contract, the bid must be responsive to the IFB, and YCTD must be able to determine that the Bidder is responsible to perform the Contract satisfactorily. Responsive bids are those complying in all material aspects of the solicitation.

A Bidder may, at any time after the submission of the bid, be requested to submit further written evidence verifying that the bidder(s) meets the criteria necessary to be determined a responsible bidder. Refusal to provide requested information may result in the bidder being declared nonresponsive, and the bid may be rejected.

Bidders are expected to agree with the terms contained or referenced herein. Bidders should therefore not make any changes to these terms, nor restate any provisions in their bid or supporting material. However, if the Bidder has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to the IFB. YCTD is under no obligation to entertain or accept any such specific exceptions.

## Section 7: Amendment and/or Postponement

YCTD reserves the right to postpone, for its own convenience, the deadline for submitting bids. Further, YCTD reserves the right to unilaterally revise or amend the scope of work up to the time set for submitting bids. Such revisions and amendments, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective Bidders and a copy will be posted on YCTD's website. The deadline for submitting bids shall be at least five working days after the last addendum and the addendum shall include an announcement of the new date, if applicable, for submitting bids. Bidders are requested to acknowledge receipt of all addendums as part of the bid. Failure to acknowledge an addendum will not automatically disqualify a Bidder. Any Bidder whose bid has already been submitted to YCTD when the decision to postpone is made will be afforded the opportunity to revise or withdraw their bid.

## Section 8: Contract Award

Award will be made to the lowest price responsive and responsible bidder, selected from among those who submit bids in response to the IFB.

## Section 9: Notice of Intent

A “Notice of Intent to Award” will be sent to all participating Bidders upon completion of the award of the bid.

## Section 10: Debriefing

A debriefing shall be held before the award of the Contract upon the timely request of an unsuccessful Bidder for the purpose of receiving information concerning the evaluation of the Bidder’s bid response. The request must be in writing, dated, signed either by the Bidder or a legally authorized individual on behalf of the Bidder and be sent via email to [procurement@yctd.org](mailto:procurement@yctd.org) within three (3) working days following YCTD’s email of the “Notice of Intent to Award”. Each requesting Bidder will be allotted a maximum of one hour for any debriefing conference. The information provided by YCTD will be based on the evaluators’ determinations of the submitted bid as it relates to the evaluation criteria as stated herein above. The debriefing may be held, in the discretion of YCTD, by telephone conference call. The debriefing is not the forum to challenge the bid’s specification, requirements, or the selection criteria. The debriefing procedure provided herein to all requesting and unsuccessful Bidders to YCTD’s Invitation For Bid is the exclusive and sole remedy and means of receiving information upon the respective Bidder’s evaluation and preliminarily challenging of the award.

## Section 11: Protest

The protest process is made available in the event that an unsuccessful Bidder cannot reach agreement with YCTD after undergoing the debriefing process described herein above.

Should an unsuccessful Bidder request a debriefing, and believes its submittal to be the most responsive to YCTD’s Invitation For Bid and that YCTD has incorrectly selected another Bidder for award, the appealing Bidder may submit a protest of the selection as described below:

All protests must be made in writing, dated, signed by the Bidder or an individual authorized to sign Contracts on behalf of the protesting Bidder, and contain a statement of the reason(s) for protest; citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting Bidder must provide facts and evidence to support the protest.

Protest(s) to YCTD’s notification to award must be sent via email to [procurement@yctd.org](mailto:procurement@yctd.org).

All protests in relationship to YCTD’s intended award decision must be emailed to [procurement@yctd.org](mailto:procurement@yctd.org) no later than seven (7) working days following YCTD’s email of the “Notice of Intent to Award” to the Bidder.

## Section 12: Protest Procedures

A Bidder protesting the results of any of the processes described herein must follow the procedures set forth. By submitting a “Letter of Intent to Protest”, the Bidder has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Bidder under this procurement. Upon exhaustion of this remedy no additional recourse is available with YCTD.

Upon receipt of the formal protest, the YCTD Executive Director, or their designee, will attempt to resolve the protest. If the protest has not been resolved, the Bidder will have an opportunity to address the YCTD Board stating their concerns. The decision of the YCTD Board constitutes the final step of the Bidder's administrative remedy. A protest shall be disallowed when, in the judgment of the YCTD Executive Director, or their designee, or YCTD Board, it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the protester advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

In the event that a protesting Bidder does not appear at the protest hearing as scheduled by YCTD, the protest will be disallowed.

## *Exhibit A. Vehicle Specifications and Requirements for Ford Transit Vans*

### *YCTD IFB 2022-VAN-01*

#### **1.0 SCOPE**

- 1.1 The specifications for the Ford Transit Vans represent features best suited for the intended use of the equipment and are not intended to exclude equipment that may vary slightly from these specifications. Judgment of the exceptions is to rest with Yolo County Transportation District. As part of this bid, bidder must provide an exception page for each item bid listing any exception(s) taken to the specifications. If exception(s) are not noted, YCTD will assume the bidder will meet all of those requirements and assume full responsibility to meet the specifications.

#### **2.0 APPLICABLE STANDARDS, LAW AND REGULATIONS**

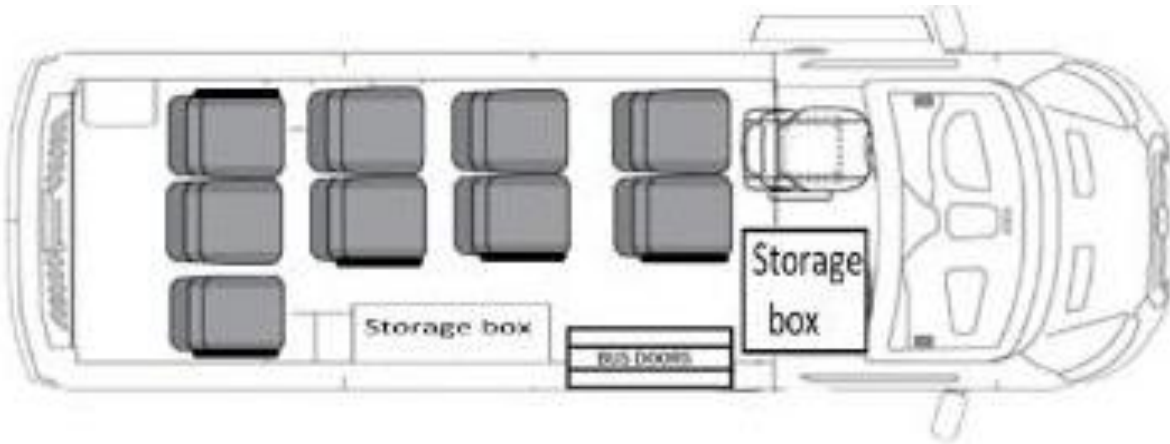
- 2.1 The following standards, law and regulations of the issue in effect on the date of the Invitation for Bid form a part of this specification to the extent specified herein. The bus is required to meet all regulations, standards and laws including revisions, at time of bus acceptance and through the term of the contract.

- Federal Motor Vehicle Safety Standards (FMVSS).
- Code of Federal Regulations Title 49, Chapter V-National Safety Bureau, Part 567, 568, 571 and 665
- California Vehicle Code and CCR Title 13 regulations as applicable to transit vehicles
- California Health and Safety Code
- California Air Resources Board and Environmental Protection Agency Standards and Guidelines
- OEM Body Builders Standards and Guidelines
- National Fire Protection Agency Regulations 52
- Society of Automotive Engineers (SAE) and International Standards Organization (ISO)
- The proposed vehicle must be altered by a Ford Qualified Vehicle Modifier.
- Altoona testing documents to be provided if applicable, should this not be the case, the proposer to provide statement from the manufacturer explaining how the vehicle does not have to meet this requirement.

#### **3.0 VEHICLE CLASS AND SPECIFICATIONS**

- Vehicle Class: Ford Transit 350 EL
- Minimum Seat Positions: 9 plus driver
- Minimum OEM Gross Vehicle Weight rating in lbs: 10,360
- Wheel Base (inches): 148"
- Interior Headroom Height: 77"
- Minimum Engine Size – Gas (Liters) – 3.5L V-6
- Side entry: bus doors
- Storage compartment in lieu of co-pilot seat





#### **4.0 ADDITIONAL EQUIPMENT**

The following shall be furnished and installed in each unit. The mounting of any of the following items shall not interfere with passenger entry or exit:

- a) One 5-pound ABC fire extinguisher conveniently mounted. The fire extinguisher is to be inspected and certified by a California inspector authorized to do so by the State Fire Marshall at time of delivery.
- b) A minimum 16-unit First Aid Kit meeting the requirements of Title 13, California Code of Regulations (13 CCR) Section 1243 mounted per buyer's instructions
- c) Three bi-directional emergency reflective triangles that conform to the requirements of FMVSS No. 125.

#### **5.0 PASSENGER SEATS**

Vehicles over 10,000 lbs. GVWR shall have Freedman Mid Hi Back seats or approved equal. Seats to be equipped with longest available retractable belts. All forward facing seats to be installed with a minimum hip to knee dimension of 25". Minimum aisle width is 11" in the passenger area. Seats and mounting to comply with FMVSS 207 and 210. All FMVSS testing to be completed by an independent, accredited laboratory. In lieu of the above, the manufacture may choose to supply the vehicle with Ford OEM Passengers seats.

#### **6.0 BACKUP ALARMS**

Backup Alarms - a reverse alarm emitting minimum of 82 dba is to be supplied. Vehicle to be equipped with a sonic object detection system that activated automatically when the vehicle is placed in reverse.

#### **7.0 AIR CONDITIONING AND HEATING**

OEM front and rear A/C and heating to be supplied.

*Exhibit B. Bid and Submission Form*

*YCTD IFB 2022-VAN-01*

Legal Name of Company:	
Primary Office Address:	
Telephone Number:	
Email Address:	
DUNS or UEI Number:	

1. Bidder acknowledges its familiarity with requirements defined in Scope of Work.
2. Bidder warrants that no conditions or events now exist which give rise to Bidder or any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners being excluded or debarred from, any Federal or State program.
3. Bidder warrants that the vehicles will be delivered within \_\_\_\_\_ days of execution of a contract,  
*(max. 100)*  
subject to the schedule-related provisions of the terms and conditions included in Exhibit E of this IFB.
4. I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein and by the dates stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

Signatory's Name:	
Signatory's Title:	
Email:	
Date Signed:	

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID**

*Exhibit C. Bid Cost Sheet*

*YCTD IFB 2022-VAN-01*

I/We agree that the prices stated herein will be firm for ninety (90) calendar days from the Bid Submittal Deadline.

Item Number	Qty	Description (Model/Manufacture #)	Unit Price	Tax	Total
01	04	Ford Transit Van per the Specifications contained in Section 1 and Exhibit A of this Bid			
Grand Total					\$
Date:					
Signature:					

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID**

*Exhibit D. References*

*YCTD IFB 2022-VAN-01*

**1. Customer 1**

Agency/Organization:

Location (City/State):

Dollar amount of contract:

Date and services provided:

Month(s)/Year(s) work performed:

**Client Contact**

- Name:
- Title:
- Phone:
- Email:

**2. Customer 2**

Agency/Organization:

Location (City/State):

Dollar amount of contract:

Date and services provided:

Month(s)/Year(s) work performed:

**Client Contact**

- Name:
- Title:
- Phone:
- Email:

**3. Customer 3**

Agency/Organization:

Location (City/State):

Dollar amount of contract:

Date and services provided:

Month(s)/Year(s) work performed:

**Client Contact**

- Name:
- Title:
- Phone:
- Email:

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID**

## *Exhibit E. General Terms and Conditions*

### *YCTD IFB 2022-VAN-01*

#### **GC 1. Bid Rejection/Waiver of Informalities**

**YCTD RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE BID AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS.**

YCTD's decision shall be final. YCTD's waiver of an immaterial defect shall in no way modify the bid documents or excuse the bidder from full compliance with its specifications if the bidder is awarded the bid.

#### **GC 2. Bonding Requirements**

Not applicable

#### **GC 3. Condition of Equipment Bid**

Not applicable

#### **GC 4. Brand Names**

Manufacturers' brand names and model numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided your offer clearly describes the item. Offers for equal items must state the manufacturers brand and model number, or level of quality. The determination of YCTD as to what items are equal is final and conclusive. When manufacturer's brands, model numbers or level of quality is not stated by bidder, the offer will be considered exactly as specified.

#### **GC 5. Payments, Invoicing and W-9 Certification Form**

Invoices shall be emailed to YCTD Accounts Payable at [APinvoice@yctd.org](mailto:APinvoice@yctd.org).

In addition to the itemized invoice(s) submitted by the successful bidder for payment, the successful bidder must also complete and submit a Form W-9, "Request for Taxpayer Identification Number and Certification", ([www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)) to YCTD. Both invoice(s) and W-9 form shall be forwarded to YCTD at the address indicated in the purchase order and/or contract. Upon approval by YCTD, the sum due hereunder shall be paid to the successful bidder within thirty (30) calendar days following acceptance pursuant to Section "Acceptance Test", and receipt of a proper invoice(s).

#### **GC 6. Delivery and Acceptance**

##### **a. Deliveries**

##### **1. Van Delivery Location / F.O.B. Point**

F.O.B. Destination to include inside delivery to:

YOLO COUNTY TRANSPORTATION DISTRICT  
350 INDUSTRIAL WAY  
WOODLAND, CA 95776

b. Acceptance Test

Upon receipt of written notification of the completion of the delivery of the items/services called for under this bid, YCTD, at its option, may conduct a fifteen (15) work day on-site acceptance test. The acceptance test of the items/services will be conducted for the purpose of demonstrating, that, in YCTD's sole opinion that such items/services performs in accordance with the manufacturer's specifications.

In the event the items/services do not successfully pass the acceptance test, YCTD shall notify the successful bidder, in writing, specifying in reasonable detail in what respects the items/services failed to perform. Seller shall immediately correct any deficiencies, disclosed by the acceptance test. YCTD may repeat the fifteen (15) work days test again until the items/services have successfully passed the acceptance test.

In the event that the items/services fail to pass the acceptance test within sixty (60) calendar days of the date that the notification of the completion of the delivery of the items/services are received, YCTD shall have the option of immediately terminating any purchase order issued as a result of this bid without financial liability or penalty of any kind, or, with mutual agreement the parties may continue the acceptance testing. The option to terminate any purchase order issued as a result of this bid, as aforesaid, shall remain available to YCTD during any mutually agreed to continuation of the acceptance test after the aforesaid sixty (60) calendar day period. If YCTD elects to termination any purchase order issued as a result of this bid, the successful bidder shall refund all monies received from YCTD up to the period of termination, within thirty (30) calendar days from receipt of written termination by YCTD.

**GC 7. Unavoidable Delays**

a. Contractor's Delay

1. Any failure by CONTRACTOR to perform the Contract and any failure to make progress in this prosecution of the Work sufficient to ensure its timely and satisfactory performance, shall be excused, if the failure arises out of causes that are both beyond CONTRACTOR's control and without fault or negligence on its part. Such causes may include, but are not limited to, Acts of God or of the public enemy, floods, fires, epidemics, quarantine, restrictions, strikes, freight embargoes, and unusually severe weather. If the failure to perform is caused by the failure of a subcontractor or Supplier to perform or make sufficient progress, and if such failure arises out of causes beyond the control of both CONTRACTOR and the subcontractor or Supplier and without the fault or negligence of either of them, then the failure shall be excused unless (1) the supplies or services to be furnished by the subcontractor or Supplier could have been obtained from other sources, and (2) CONTRACTOR, without reasonable cause, shall have failed to do so. If CONTRACTOR wishes to be excused on the basis of any of the foregoing, it shall submit its claim for such relief in accordance with Section GC 7.b, and the Contract schedule or schedules will be adjusted commensurately with the effects of any excusable delays that are found to have occurred. A timely and complete claim for such relief shall be a condition precedent to CONTRACTOR's right to any relief based

thereon. As used in this Article, the terms "subcontractor" and "subcontractors" include those of any tier.

2. Notwithstanding the foregoing, the CONTRACTOR will not be relieved of its liability for the payment of liquidated damages owing from its failure to complete the Work in accordance with the Delivery Schedule pursuant to "Liquidated Damages" (Article 12) for delays occurring prior to the occurrence of an excusable delay or subsequent to the end of the excusable delay period.
3. YCTD reserves the right to rescind or shorten any time extension previously granted, if YCTD subsequently determines that any information provided by CONTRACTOR in support of a request for a time extension was erroneous. Notwithstanding the foregoing sentence, YCTD will not rescind or shorten any time extension previously granted if CONTRACTOR acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the CONTRACTOR.

b. Notification of Contractor Delay

No extension or adjustment of time shall be granted under Section GC 7.a above unless: (1) the CONTRACTOR provided written notice of a delay in completion of the Work or compliance with the Delivery Schedule to YCTD no later than fourteen days from the date the CONTRACTOR knew or should have known of the circumstances causing such delay; and (2) a written application therefor, stating in reasonable detail the causes, the effect to-date, the portion or portions of the Work affected, and the probable future effect on the performance by the CONTRACTOR and the Delivery Schedule is filed within thirty calendar days after the date the initial notice under subparagraph (1) above was sent. YCTD shall make its determination on the request within thirty calendar days after receipt of a completed application. A time extension, if granted, will not be deemed a waiver of the rights of either party under this Contract.

**GC 8. Liquidated Damages**

- a. It is mutually understood and agreed by and between the parties to the Contract that time is of the essence with respect to the delivery of the vehicles and that in case of any failure on the part of the CONTRACTOR to deliver the vehicles within the time specified in the Delivery Schedule, except for any excusable delays as provided in "Unavoidable Delays" (Section GC 7), or any extension thereof, YCTD will be damaged thereby. The amount of said damages, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due YCTD shall be fixed at \$50 per work day per van for each work day that the bus is not delivered to YCTD's Bus Delivery Location (Section GC 6.a) in accordance with CONTRACTOR'S delivery schedule as set out in the Contract Documents.
- b. The CONTRACTOR hereby agrees to pay the amounts provided in Section GC 8.a as fixed, agreed and liquidated damages, and not by way of penalty, to YCTD and further authorizes YCTD to deduct the amount of the liquidated damages from money due the CONTRACTOR under the Contract, computed as aforesaid. If the monies due the CONTRACTOR are insufficient or no monies are due the CONTRACTOR, the CONTRACTOR shall pay YCTD the difference or the entire amount, whichever may be the case, within thirty calendar days after receipt of a written demand by YCTD.

- c. The payment of aforesaid fixed, agreed and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind whatsoever that may be suffered by YCTD arising at any time from the failure of the CONTRACTOR to fulfill the obligations referenced in this Article in a timely manner.
- d. In addition to the foregoing, YCTD specifically reserves the right, without limitation of any other rights, to terminate the Contract in accordance with the termination provisions of this contract.

**GC 9. Delivery Hours**

Delivery will be accepted from 9:00 a.m. to 4:00 p.m., Monday through Friday, unless extended by mutual agreement.

**GC 10. Damage of Items**

All damages pursuant to items received by YCTD due to the successful bidder's negligence shall be the responsibility of successful bidder to replace.

**GC 11. Alternate Bids**

Alternate bids will not be considered.

**GC 12. Cash Discount**

In connection with any cash discount specified on this bid, time will be computed from the date of the complete delivery of the items/equipment as specified, or from date correct invoices are received by YCTD Accounts payable, whichever is later. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the YCTD warrant or check.

**GC 13. Pricing**

Unless otherwise provided, the items/services stated herein will not be subject to any price increase from the date of acceptance of bid to the date of termination/extension as stated herein. If the successful bidder established prices for any items/services listed herein is decreased during the term of this bid, then such discounts/ reductions in price shall be immediately applicable so that YCTD may have benefit of such lower prices.

**GC 14. Risk of Loss**

The successful bidder shall bear risk of loss until goods have reached the final F.O.B. Destination point. Thereafter, YCTD shall bear risk of loss.

**GC 15. Prior to Shipment**

While the successful bidder has risk of loss, the successful bidder agrees, at its own expense, to procure and carry suitable fire, and extended coverage insurance on material, work-in-process and any furnished items which comprise or will eventually comprise the Piece-of Equipment. The amount to be insured shall be the actual replacement value of said material, work-in-process and



furnished items. Such insurance shall provide a loss payable clause in favor of the successful bidder as its interest may appear.

**GC 16. Examination of Bid Documents**

All bidders shall carefully examine the specifications herein and must fully inform themselves of the conditions and requirement of the items/services to be furnished. Failure to do so will be at bidder's own risk and cannot secure relief on the plea of error, or dispute, or question such specifications and the directions explaining or interpreting them.

Should a bidder find discrepancies in, or omissions from, the specifications, or should he/she be in doubt to their meaning, he/she shall at once notify YCTD via email to [procurement@yctd.org](mailto:procurement@yctd.org). The notification must be submitted at least seven (7) work days prior to the Bid Submittal Deadline. Any interpretations by YCTD will be made in written form. Any change in requirements will be done in the form of a written addendum.

All other questions should be directed via email to [procurement@yctd.org](mailto:procurement@yctd.org).

**GC 17. Request for Changes**

YCTD reserves the right to order in writing changes in the bid or alterations, additions, or omissions at any time prior to acceptance of the items/services without voiding the bid, and the successful bidder shall comply with such order. The successful bidder may also request changes in the bid, but no work will be performed on such changes until the request is approved in writing by YCTD. Such changes shall be performed in accordance with the original bid requirements except as modified by an amendment. Except as herein provided, the successful bidder shall have no claim for any other compensation due to changes in the work.

Any changes or deviation from the contract made without authority in writing from YCTD will be at the bidder's own risk. No such changes shall be made nor adjustment in compensation granted unless the successful bidder receives an executed amendment prior to making the changes.

**GC 18. Insurance**

Prior to the commencement of work, and as a precondition to this contract, Contractor shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. Contractor shall provide a certificate of insurance and endorsements naming YCTD as an additional insured on each policy. The insurance carrier shall be required to give YCTD notice of termination at least 10 days prior to the intended termination of any specified policy. Each certificate of insurance shall specify if Contractor has a SIR, and if so, Contractor shall be required to provide the entire policy of insurance with which it has a SIR and/or deductible.

a. Requirements and Limits:

1. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering bodily injury, personal injury and property damage. YCTD and its officers, employees and agents shall be endorsed to above policies as additional insured using ISO form CG2026, as to any liability arising from the performance of any contract resulting from this proposal.

2. Automotive Liability: \$1,000,000 per accident for bodily injury and property damage, or split limits of \$500,000 per person/\$1,000,000 per accident for bodily injury and \$250,000 per accident for property damage.
  3. Workers' Compensation Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident, the policy shall be endorsed to waive the insurer's subrogation rights against YCTD.
  4. If the successful bidder elects to deliver products to YCTD using a common carrier that is not related to the bidders business entity. The bidder may request waiver of the automobile and workers compensation insurance requirements.
- b. Insurance Conditions.
1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A: VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by YCTD.
  2. Each of the required policies, noted above, shall be endorsed to provide YCTD with thirty (30) calendar days prior written notice of cancellation. Additionally, the policies shall also be endorsed by the insurance company (not the agent) to modify the policies to include YCTD, its officers, agents, and employees as additional insured. YCTD is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of successful bidder to furnish insurance during the term of the contract.
  3. These requirements assume that standard insurance policy forms, terms, and conditions will apply to cover the expected risk exposures for the intended "Scope of Work". Additional qualifying policy conditions or special endorsements may be specified in the contract depending on the final "Scope of Work" agreed on by YCTD and the successful bidder. Insurance questions may be directed via email to [procurement@yctd.org](mailto:procurement@yctd.org).

**GC 19. Qualification of Bidder**

YCTD may make such investigation as it deems necessary to determine the ability of the bidder to provide the services requested herein, and the bidder shall furnish to YCTD all information and data for this purpose as YCTD may request. YCTD reserves the right to reject any bid should the evidence submitted by, or investigation of, the bidder fail to satisfy YCTD that such bidder is properly qualified to carry out the obligations of the bid and to complete the requirements contemplated therein.

**GC 20. Subcontracting**

The successful bidder will be fully responsible for all work performed under this bid and will be considered as the Prime Contractor. Any subcontracting, or other legal arrangements made by the bidder are the sole responsibility of the bidder. Any contract that is entered into between the successful bidder and the subcontractor(s) shall contain provisions for federal and state access to the books, documents, records, and inspection of work and shall contain the Federal Requirements in Exhibit F.

GC 21. **Default**

In the event the successful bidder who is awarded a purchase order and/or contract resulting from this bid shall be in breach or default, YCTD may procure the items/services from other sources and may deduct from any monies due, or that may thereafter become due to the successful bidder, the difference between the price named in the purchase order and/or contract and actual cost thereof to YCTD. Prices paid by YCTD must be considered the prevailing market price at the time such purchase is made. These rights and remedies shall not be exclusive but in addition to any other rights and remedies provided by contract law. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of YCTD.

GC 22. **Cancellation of Purchase Order and/or Contract**

YCTD may terminate any purchase order and/or contract derived from this bid with for cause at any time by giving ten (10) calendar days written notice to the successful bidder. Cancellation for cause shall be at the discretion of YCTD and shall be, but is not limited to, failure to supply the items, materials, equipment or services specified within the time allowed or within the terms, conditions or provisions of this bid.

The successful bidder may not cancel any purchase order and/or contract derived from this bid, without prior written consent of YCTD.

GC 23. **Rejection of Bid**

**YCTD RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE BID, AND ALSO TO WITHHOLD AWARD FOR A PERIOD OF NINETY (90) CALENDAR DAYS FROM DATE OF BID OPENING.**

GC 24. **Governing Law and Venue**

This bid, or any contract that may result from the award of this bid, shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the state of California. Any action brought to enforce the terms, or provision of this bid or any contract that may result from the award of this bid, shall have venue in the County of Yolo, State of California.

GC 25. **Taxes**

Sales Tax should be shown separately on the bid form, when and where indicated. If your company is outside California and collects sales tax, please state the amount as a separate item if YCTD is to remit the tax.

GC 26. **Samples**

Not applicable

GC 27. **Copyright and Patent Liabilities**

Not applidable.

GC 28. Warranty, Manufacturer

Manufacturer shall fully warrant all materials and equipment furnished under the terms of this bid against poor and inferior quality. While under warranty, manufacturer shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of YCTD operations. A copy or description of the manufacturer's warranty shall accompany each bid for the material and equipment proposed, detailing the scope and length of the warranty. Where the successful bidder is also the manufacturer of the materials or equipment provided under this bid, the Manufacturer's Warranty requirement will supersede the successful bidder warranty requirement of this bid.

GC 29. Warranty, Successful Bidder

Successful bidder shall fully warrant all materials and equipment furnished under the terms of this bid against poor and inferior quality, for a period of not less than **three (3) years** from date of the final acceptance by YCTD. While under warranty, successful bidder shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of YCTD operations.fede

## *Exhibit F. Federal Requirements*

*YCTD IFB 2022-VAN-01*

### **FR 1. Access to Records**

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the Agency, 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).

The following access to records requirements apply to this Contract:

#### **FR 1.1 Local Governments**

In accordance with 49 CFR 18.36(i), the Contractor agrees to provide the Agency, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor that are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311.

#### **FR 1.2 State Governments**

In accordance with 49 CFR 633.17, the Contractor agrees to provide the Agency, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.

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.

### **FR 2. Federal Funding, Incorporation of FTA Terms and Federal Changes**

The preceding provisions include, in part, certain standard terms and conditions required by the Department of Transportation, 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 or its successors are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any Agency requests that would cause the Agency to be in violation of the FTA terms and conditions.

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

FR 3. **Federal Energy Conservation Requirements**

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

FR 4. **Civil Rights Requirements**

The following requirements apply to the underlying Contract:

1. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal transit law at 49 USC § 5332, the Contractor agrees that it shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to the underlying Contract:
  - (a) **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit laws at 49 USC § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - (b) **Age:** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §§ 623 and Federal transit law at 49 USC § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (c) **Disabilities:** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Contractor agrees that it shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**FR 5. No Government Obligation to Third Parties**

1. The Agency 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 Agency, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who shall be subject to its provisions.

**FR 6. Program Fraud and False or Fraudulent Statements or Related Acts**

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who shall be subject to the provisions.

**FR 7. Suspension and Debarment**

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

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

By signing and submitting its bid or Proposal, the Bidder or Proposer certifies as follows:

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

**FR 8. Disadvantaged Business Enterprise (DBE)**

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 Contractor shall maintain compliance with “DBE Approval Certification” throughout the period of Contract performance.

The Contractor 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 this DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Agency deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

**FR 9. Prompt Payment to Subcontractors**

Pursuant to 49 Code of Federal Regulations (CFR) Part 26, the Contractor shall pay each Subcontractor under this Contract for satisfactory performance of its Contract no later than thirty days (30) days after receipt of each Progress Payment received from Agency. The Contractor shall pay to each Subcontractor all amounts it has retained from payments under the Subcontract within thirty (30) days after the Subcontractor’s work is satisfactorily completed. Any delay of payment beyond the thirty (30) day time limit shall be only for good cause, and only upon the prior written approval of Agency.



**FR 10. Clean Water Requirements**

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 *et seq.* The Contractor agrees to report each violation to the Agency and understands and agrees that the Agency shall, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

**FR 11. Clean Air Requirements**

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 *et seq.* The Contractor agrees to report each violation to the Agency and understands and agrees that the Agency shall, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

**FR 12. Compliance with Federal Lobbying Policy**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it shall not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal Contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal Contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**FR 13. Buy America**

The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR 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 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data.

Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content.

A Bidder or Proposer must submit to the Agency the appropriate Buy America Certification with all offers on FTA-funded contracts, except those subject to a general waiver. Proposals that are not accompanied by a properly completed Buy America certification are subject to the provisions of 49 CFR 661.13 and may be rejected as nonresponsive.

FR 14. **Testing of New Bus Models**

The Contractor agrees to comply with 49 USC A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient, which shall be prior to the recipient's final acceptance of the first vehicle.
2. A manufacturer who releases a report under Paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

FR 15. **Pre-Award and Post-Delivery Audits**

The Contractor agrees to comply with 49 USC § 5323(l) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

1. **Buy America requirements:** The Contractor agrees to cooperate with the Buy America requirements, consistent with applicable law, regulations, and FTA guidance, and in the manner detailed in Appendix E
2. **Solicitation specification requirements:** The Contractor shall submit evidence that it shall be capable of meeting the bid specifications.
3. **Federal Motor Vehicle Safety Standards (FMVSS):** The Contractor shall submit (1) manufacturer's FMVSS self-certification, Federal Motor Vehicle Safety Standards, that the vehicle complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted buses shall not be subject to FMVSS regulations.

FR 16. Cargo Preference

The Contractor agrees to the following:

- To use privately owned U.S.-flag commercial vessels to ship at least fifty (50) percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for U.S.-flag commercial vessels;
- To furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill of lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a Subcontractor's bill-of-lading.)
- To include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

FR 17. Fly America

The Contractor agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of federal funds and their contractors are required to use U.S. flag air carriers for U.S. government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

FR 18. Contract Work Hours and Safety Standards Act

1. **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 40 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 40 hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the clause set forth in paragraph 1 of this section, the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section.

3. **Withholding for unpaid wages and liquidated damages:** The Yolo County Transportation 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 monies 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.
4. **Subcontracts:** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower-tier Subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

FR 19. **ADA Access**

The Contractor and any of its Subsuppliers under this Contract agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and the following regulations and any amendments thereto:

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

FR 20. **Section 889 NDA**

VENDOR hereby acknowledges that the *John S. McCain National Defense Authorization Act for Fiscal Year 2019*, Pub. L. 115232, § 889 (Aug. 13, 2018) (the Act) prohibits the Agency from

procuring certain “covered telecommunications equipment or services,” as defined in the Act, in federally assisted procurements and that the instant procurement is a federally assisted procurement subject to that prohibition.

VENDOR 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 Agency that would cause the Agency to be in violation of the prohibition contained in the Act.

FR 21. **ITS Architecture**

NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS

23 U.S.C. Sections 502, 517(d)

Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 FR 1455 *et seq.*, January 8, 2001, and later published policies or implementing directives FTA may issue.