

**OMNITRANS  
TERMS AND CONDITIONS OF PURCHASE**

1. PURCHASE ORDER (P.O.) Omnitrans shall not be responsible for goods or services provided to officials or employees without a duly authorized P.O.
2. INVOICES. Invoices shall be submitted under the same name as that which is shown on the face of this P.O. The P.O. number must appear on all invoices, shipping notices, delivery and packing slips, packages and correspondence. Each P.O. shall be invoiced separately. Submit invoices monthly or as prescribed by Omnitrans' Finance Dept.  
Invoices shall reference the appropriate purchase order number and contract number. Contractor shall send invoices to:
  - [accountspayable@omnitrans.org](mailto:accountspayable@omnitrans.org) Finance
  - [contracts@omnitrans.org](mailto:contracts@omnitrans.org) ProcurementThe above does not apply to those Contractors whose invoices are also their packing slip, work order, delivery ticket, etc.
3. PACKING SLIPS. Packing slips must accompany each shipment unit (included with each package in shipment), showing Omnitrans' P.O. number, description, and part number for each item.
4. ACCEPTANCE. Goods are subject to Omnitrans' inspection and approval within a reasonable time after delivery. If specifications are not met or not approved, material may be returned at supplier's expense.
5. DELIVERY. Unless otherwise indicated on the face of this order, delivery shall be FOB destination. COD shipments will not be accepted. Deliveries for all departments must be made through Omnitrans' Receiving Department. Nonpayment may result for goods delivered in any other manner.
6. PARTIAL DELIVERIES. Shipments must be identified as partial or complete, along with the number of shipping units.
7. MODIFICATIONS. Supplier shall not make any alterations or change to this order in any fashion without prior written authorization from Omnitrans.
8. WARRANTY. Vendor warrants that the item(s) provided and/or work performed under this contract comply with all specifications, are free of liens and encumbrances, and that workmanship and materials are free from defects. Work shall comply with nationally recognized codes and established industry standards. Equipment shall carry the manufacturers' most favorable commercial warranties. The warranty period shall begin after acceptance of item(s) and/or work. Vendor agrees to remedy by replacing or repairing any item(s) that is damaged or defective during normal usage within the warranty period, at no additional cost to Omnitrans. Such repair or replacement shall occur within a reasonable time frame and to the satisfaction of Omnitrans.
9. FEDERAL, STATE AND LOCAL LAWS. All goods or services furnished pursuant to this P.O. shall comply with all CAL-OSHA standards and regulations and all applicable Federal, state and local laws and regulations.
10. GOVERNING LAW. This P.O. and the contract between the parties evidenced hereby or attached thereto shall be deemed to be made in the State of California and shall in all respects be construed and governed by the laws of that state.
11. PATENT PROTECTION. To the extent the subject articles are not manufactured pursuant to design originated by Omnitrans, supplier agrees it will indemnify and hold Omnitrans and its officers, agents, and employees harmless from any loss, damage or liability which may be incurred on account of any alleged infringement of any United States patent with respect to such articles or materials, and that it will, at its own expense, defend any action, suit or claim in which such infringement is alleged. Omnitrans agrees to notify supplier promptly of any suit or claim against Omnitrans for any alleged infringement of patent.
12. DISADVANTAGED BUSINESS ENTERPRISE. The supplier shall not discriminate based on race, color, national origin, or sex in the performance of this P.O.
13. ENERGY CONSERVATION. The supplier agrees to comply with the requirements of the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.
14. TITLE VI OF THE CIVIL RIGHTS ACTS OF 1964. Supplier agrees to comply with all applicable requirements of Title VI of the Civil Rights Act of 1964, 42 USC § 2000d and USDOT regulations "Nondiscrimination in Federally Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR, part 21.
15. RECORD RETENTION. The supplier shall make available within 30 days, upon request by Omnitrans, all records related to this P.O. for a period of up to three (3) years after closure.
16. INSURANCE. The supplier shall be required to provide a Certificate of Insurance for (1) Workers' Compensation in an amount to meet the requirements of the Labor Code of the State of California, including Employer's Liability with \$1,000,000 limits covering all persons including volunteers providing services on behalf of the supplier and all risks to such persons under this contract; (2) Commercial/General Liability (CGL) insurance covering all operations performed by or on behalf of the supplier, providing coverage for bodily injury and property damage with a \$1,000,000 per occurrence and \$2,000,000 general aggregate limit. The CGL policy coverage shall include: premises operations and mobile equipment; products and completed operations; broad form property damage; explosion, collapse and underground hazards; personal injury; contractual liability and (3) Auto Liability (AL) insurance with a combined single limit (CSL) of not less than \$1,000,000 per occurrence. CGL and AL must contain an endorsement that names Omnitrans as an additional insured with coverage at least as broad as Additional Insured (Form B) endorsement form ISO, CG 20 10 11 85.

17. **AMERICANS WITH DISABILITIES ACT.** The supplier agrees to comply with all the applicable requirements of the Americans with Disabilities Act of 1990, 42 USC §12101 et seq. in conjunction with this P.O.
18. **DRUG AND ALCOHOL POLICY.** It is the policy of Omnitrans that anyone, while on Agency property, is prohibited from unlawfully manufacturing, distributing, dispensing, possessing or using controlled substances or alcohol or illegally using or misusing legally prescribed drugs.
19. **INTEREST OF MEMBERS OF CONGRESS.** No member of or delegate to the Congress of the United States shall be admitted to any share or part of the P.O.
20. **INDEMNIFICATION.** The supplier shall indemnify, keep and save harmless Omnitrans, its agents, officials and employees from any and all claims, actions, losses, damages, and/or liability arising out of this P.O. from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by Omnitrans on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The supplier's indemnification obligation applies to Omnitrans' "active" as well as "passive" negligence but does not apply to Omnitrans' "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
21. **FORCE MAJEURE (EVENTS BEYOND THE CONTROL OF THE SUPPLIER).** The supplier will not be held liable for failure of delay in fulfillment if hindered or prevented by act of God, fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by government that are not reasonably foreseeable.
22. **ACKNOWLEDGMENT.** By delivery of the goods or services purchased herein, the supplier agrees to all the terms and conditions of this P.O.
23. **TERMINATION.** Omnitrans may terminate the P.O. in whole or in part for Omnitrans' convenience or because of the failure of the supplier to fulfill the contract obligation. Omnitrans' CEO/General Manager shall terminate by specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the supplier shall: (a) immediately discontinue all services affected and (b) deliver to Omnitrans' CEO/General Manager all data, drawings, specifications, reports, estimates, summaries and other information and materials accumulated in performing this contract, whether completed or in process. If the termination is for the convenience of Omnitrans, Omnitrans shall make an equitable adjustment in the P.O., but shall not allow anticipated profit on unperformed services.
24. **APPLICABILITY.** The Terms and Conditions stated herein will supersede or supplement the terms and conditions of any Omnitrans procurement wherein the terms and conditions were previously specified.
25. **OSHA COMPLIANCE.** The items covered by this P.O. must conform to safety orders of OSHA, CALOSHA, and /or NIOSH, and applicable Material Safety Data Sheets (MSDS). Vendor is required to provide a completed MSDS for all hazardous substances as required by Labor Code Sections 6390; General Industrial Safety Order, Section 5194; and Title 8, California Admins. Code. MSDS sheets need to be sent to Omnitrans' Safety and Regulatory Compliance Specialist for each specified item and a copy sent to Omnitrans' Procurement Department.
26. **QUESTIONS.** Questions regarding the Terms and Conditions of this P.O. are to be directed to the Procurement Department, phone 909.379.7146; fax: 909.379.7107; 1700 West Fifth Street, San Bernardino, CA 92411.

End of the Purchase Order Terms and Conditions

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Date last revised: February 28, 2013

# Attachment A – Scope of Work

## 1. INTRODUCTION AND PROJECT OVERVIEW

- a. OMNITRANS is seeking proposals from qualified parties to provide for purchase two (2) 8’X15’ stake bed trucks. The truck must be certified by the California Air Resources Board as low emission truck (LEV) or cleaner.

## 2. PRICING

- a. The contract awarded as a result of this Invitation for Bids shall be a Firm Fixed fee contract for the provision of truck and as described herein. Pricing shall include all direct and indirect costs associated with this contract, including but not limited to, warranties, sales tax, DMV fees (if applicable), vehicle registration services, permits, delivery costs, labor and commissions.

## 3. GENERAL REQUIREMENTS

- a. The truck shall be gasoline engine powered.
- b. The truck shall be the latest available standard cab stake bed truck model year 2024 or if available 2025 model.
- c. The truck shall have a payload capacity of  $\geq 7,700$  pounds.
- d. The truck shall have a towing capacity of  $\geq 22,700$  pounds.
- e. Truck, parts and materials furnished to Omnitrans in the completion of the contract shall be new and must meet all requirements described herein.
- f. No used, refurbished or rebuilt truck or parts shall be accepted.

## 4. BODY

- a. The truck body shall be standard based on the model year 2024 and shall be equipped with a 8’X15’ steel diamond-plate deck stake bed.
  - i. The bed gates shall be manufactured with *powder coated* black steel stakes and brown “wood, plastic composite” (WPC) materials for the rails.
  - ii. The upper edge of each upper rail shall be protected with powder coated white 14-gauge steel “U” channel.
  - iii. Gate height measured from the top edge of the bed to the top edge of the upper-most rail shall be 16”  $\pm$  ½”.
  - iv. To facilitate the use of a large vice, a 12” steel box-shelf shall be welded onto the immediate rear of the bed.
- b. Except for the deck, the steel stake bed shall be powder coated black, including the underside and the deck shall be coated with Haze Gray epoxy non-skid coatings conforming to the MIL-PRF-24667C performance specification.
- c. The truck shall be a standard Cab model.
- d. The exterior body panels shall be fabricated steel and shall have a smooth finish.
- e. A step to facilitate getting into the rear of the stake bed shall be included.

## Attachment A – Scope of Work

- f. Side step bars to enter the cab on both driver and passenger side shall be included.

### **5. SAFETY EQUIPMENT**

- a. The truck shall comply with all U.S. Department of Transportation and State of California safety standards applicable at date of manufacture.
- b. The truck shall be equipped with the manufacturer's standard seat belts in both the front and rear.
- c. The truck shall be equipped with driver and passenger side air bag restraint system.

### **6. ENGINE**

- a. The engine shall be at least a V-8 gasoline, 390-440 horsepower engine.
- b. The engine shall be compliant with all California emission standards for the relevant model year or engine manufacturer.
- c. Systems that increase engine horsepower and maintain State of California emissions regulations can be quoted for buyer consideration. Omnitrans reserves the right to either purchase or decline the option.

### **7. TRANSMISSION**

- a. The truck shall be equipped with an automatic transmission with a cooling system which will operate in conjunction with a towing package as described in this specification.

### **8. AXLES**

- a. The rear axle shall be the manufacturer's standard design with a minimum capability of supporting the Gross Vehicle Weight (GVWR).
- b. Differential and rear axles shall be matched with the engine and other power train components so as to provide smooth acceleration.
- c. The front axle shall be of manufacturer's standard with a minimum capability of supporting the GVWR.

### **9. TOWING PACKAGE**

- a. A towing package shall be installed to include at least the following components, enhancements and capabilities:
  - i. Class V 17,000-pound trailer tow hitch,
  - ii. Functional wiring and 7-way blade type trailer connector attached to the rear of the truck to include the following functions:
    - 1. Left turn,
    - 2. Right turn,
    - 3. Brakes,
    - 4. Running
    - 5. Chassis ground

## Attachment A – Scope of Work

6. Auxiliary power
7. Trailer brakes

- b. Suspension and brake systems shall be upgraded to support the towing of a trailer up to the specified trailer hitch capacity.

### **10. COOLING SYSTEM**

- a. The truck shall be equipped with the manufacturer's heavy duty cooling system including a heavy-duty radiator, engine oil cooler, and radiator and a Hayden "Rapid-Cool" Heavy-Duty Transmission Oil Cooler or approved equal.
- b. The truck shall be equipped with the manufacturer's heavy duty cooling system including a heavy-duty radiator, engine oil cooler, and radiator and a Hayden "Rapid-Cool" Heavy-Duty Transmission Oil Cooler or approved equal.

### **11. FUEL SYSTEM**

- a. The fuel tank shall have a minimum fuel capacity of  $\geq 50$  gallons and rigidly mounted to the vehicle.
- b. The entire fuel system shall meet all applicable FMVSS requirements.

### **12. ELECTRICAL SYSTEM**

- a. The truck shall be equipped with the manufacturer's standard 12-volt wiring system with a heavy-duty battery.
- b. The truck shall be equipped with an alternator, which has a minimum of  $\geq 220$  amps (or the equivalent in generating capacity).
- c. A 12-volt horn shall be provided and installed to be protected from wheel wash.
- d. All electrical components shall be powered directly from the main electrical system and grounded to the chassis. Grounding to the body or any other vehicle component other than the chassis is cause for rejection of acceptance of the truck.

### **13. STEERING**

- a. The truck shall be equipped with variable, ratio-type power steering.

### **14. PAYLOAD**

- a. The truck shall have a payload capacity of  $\geq 7,700$  pounds.

### **15. TOWING**

- a. The truck shall have a towing capacity of  $\geq 22,700$  pounds.

### **16. BRAKES**

- a. The service brakes shall be power-assisted four-wheel disc type.
- b. The emergency brake shall be mechanical type, actuated by steel cables to the rear wheels.
- c. The truck shall be equipped with an anti-lock brake system.

# Attachment A – Scope of Work

## **17. WHEELS AND TIRES**

- a. Wheels shall be single fronts and dual rears and of the same specification for interchangeability.
- b. Tires shall be, at a minimum, manufacturer's standard steel belted radial tubeless type.
- c. The Contractor shall furnish one (1) spare tire mounted on a full-sized rim with the truck.

## **18. PAINTING AND TRIM**

- a. The exterior color shall be white base with clear coat paint.
- b. The interior color shall be the manufacturer's standard gray.
- c. The truck shall be equipped with body-side molding and door edge guards which are black.
- d. The truck shall be equipped with the manufacturer's standard floor covering.

## **19. SEATING**

- a. All vinyl bucket seating shall be provided.
- b. Seats shall be covered in manufacturer's heavy duty vinyl material.
- c. Upholstery color shall be manufacturer's standard gray. Seat batting shall be of heavy-duty construction to minimize distortion from constant use of the vehicle.

## **20. FLOOR MATS**

- a. Color-matched heavy-duty rubber floor mats shall be provided.

## **21. WINDOWS**

- a. Windows shall be equipped with safety glass throughout the vehicle.
- b. The windshield shall be constructed of glare retardant glass.
- c. All glass shall meet applicable Federal safety standards.
- d. Driver and passenger windows shall be power windows.

## **22. SUN VISORS**

- a. Interior sun visors, mounted on the windshield header, shall be provided for both the driver and the passenger.

## **23. MIRRORS**

- a. Fully adjustable outside rear view mirrors shall be provided on the left and right sides.
- b. The left and right-side mirrors shall be remote controlled from within the vehicle.
- c. An inside, day/night rear view mirror shall be provided.

## Attachment A – Scope of Work

### **24. WINDSHIELD WIPERS**

- a. Two (2) electrically actuated, multi-speed windshield wipers with interval feature of the self-parking type, with (1) motor operating both wipers, shall be provided.
- b. The truck shall be equipped with a windshield washer.

### **25. INSTRUMENT PANEL**

- a. The truck shall be equipped with the manufacturer's standard instrument panel to include a speedometer with odometer.
- b. Gauges or tell-tale lights must be provided to indicate low oil pressure, engine coolant temperature, alternator performance, headlight high beam on, turn signal position, fuel level, voltage, air bag, emissions, check engine, parking brake on, fasten safety belt warning and headlight on reminder.
- c. Switches for headlight and dimmer, emergency flashers, windshield wipers and turn signals.

### **26. INTERIOR LIGHTING**

- a. The manufacturer's standard interior lighting shall be provided to include a dome light.

### **27. EXTERIOR LIGHTING**

- a. The manufacturer's standard headlights shall be provided.
- b. The truck shall be provided with directional signals.
- c. Traffic hazard warning signals shall be incorporated into the signal light system.
- d. The truck shall be equipped with back-up lights.
- e. The truck shall be equipped with an audible back-up alarm and shall be rated to at least 95 dB.
- f. The truck shall be equipped with brake lights.

### **28. HEATING/AIR CONDITIONING SYSTEM**

- a. The truck shall be equipped with a heating and ventilation system capable of maintaining a comfortable inside temperature.
- b. The defrost system shall be an integral part of the heating system.
- c. The truck shall be equipped with a rear window defroster.
- d. The truck shall be equipped with a four-season air conditioning system, installed and fully integrated with the heating system. Air conditioning shall comply with all current E.P.A. refrigerant requirements.

### **29. LIFT GATE**

- a. A lift gate with a capacity of at least 2,200 pounds shall be included.
- b. The lift gate shall be electrically driven.

## Attachment A – Scope of Work

- c. An illuminated yellow lift gate power switch shall be installed on the dashboard and labeled as such.
- d. The lift gate control switch shall be installed on the right-side rear of the bed to facilitate the operation of the lift gate. The switch shall be labeled up, down off according to the position of the switch.
- e. A handheld wired remote switch with a 10 foot cord to control lift gate actuation shall also be included.

### **30. MANUALS**

- a. Complete paper and electronics sets of overhaul and shop manuals and all warranty information manuals shall be provided:
  - i. Shop Engine manuals: 1
  - ii. Schematic Vacuum Diagram books: 1
  - iii. Emission Diagnosis (H) books: 1
  - iv. Body and Chassis manual: 1
  - v. Parts manual: 1

### **31. RADIO AND CLOCK**

- a. An AM/FM/CD radio with electronic tuning and integral electronic digital clock shall be provided.

### **32. LIGHT BAR**

- a. A tow truck style light bar shall be weatherproof and be mounted using stainless steel hardware and brackets onto the truck-bed-bulkhead upper edge or upon the roof, whichever is the highest point.
- b. The light bar shall have the same functionality and features as a Whelen Amber, Amber+5CON3+traffic advisor.
- c. Flood type LED work lights shall be mounted on either end of the traffic adviser light bar; one aimed to the left of the vehicle, and one aimed to the right of the vehicle.
  - i. The work lights shall be independently controlled to allow left or right, or both lights to work simultaneously.

### **33. TOOLBOXES**

- a. Two toolboxes shall be mounted: one on the street-side and one on the curb-side truck bed undercarriage. The toolboxes shall measure 48” in length, 18” wide and 18” tall. The toolboxes shall each contain two (2) removable shelves.
- b. One toolbox shall be mounted on the curbside bed. Toolbox shall measure 72” in length, 20” wide and 28” high. Toolbox shall have three drawers and two doors. See attached illustration.
- c. The toolboxes shall be constructed with materials that are rust and corrosion proof.

## Attachment A – Scope of Work

- d. The toolboxes *shall not* be constructed from diamond-plate material and shall have a smooth surface.
- e. The toolboxes shall be painted black.

# Attachment A – Scope of Work

TOOL BOX 1

ATB Top Mount  
 Toolbox Top Doors  
 Bottom Drawers 28"H  
 x 20"D x 72"W/ Black  
 Steel Model S-  
 DU42-282072DT-BX

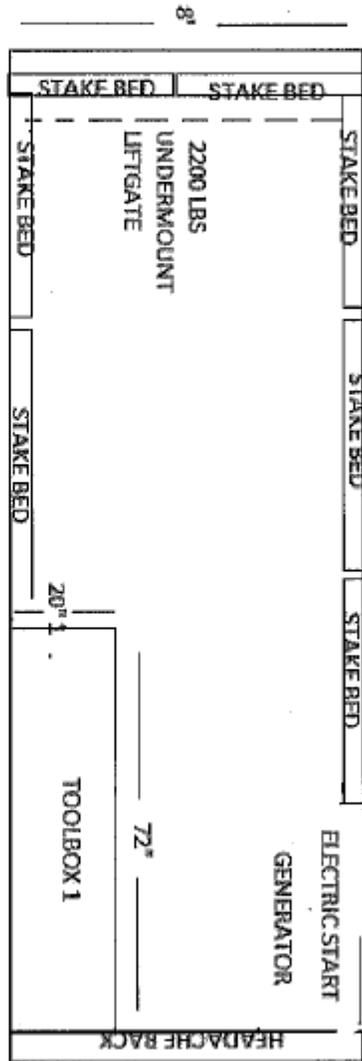
TOOL BOX 2 @ 3

Buyers Products  
 18x18x48 Inch Black  
 Steel Underbody Truck  
 Box with Built-in Shelf  
 -3-point latch 1702311

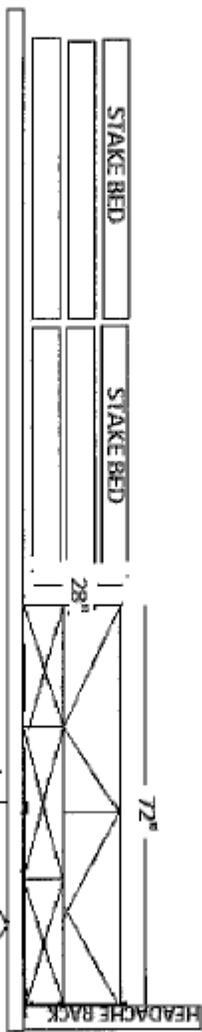
REPLACEMENT TRUCKS FOR 224 & 225 (F-550)

NOT TO SCALE

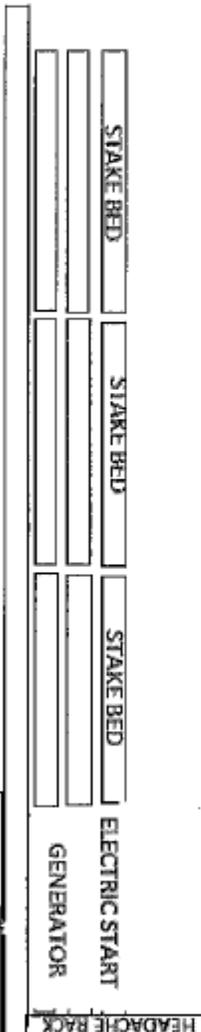
15'



FRONT



RIGHT SIDE



LEFT SIDE

## Attachment A – Scope of Work

### 34. PORTABLE UTILITY GENERATOR

- a. The truck shall be equipped with a fixed 4,000-4,250-watt gasoline four-stroke engine powered electric start generator and have at least the following attributes:
  - i. Emit noise  $\leq$  60 decibels.
  - ii. Alert operator and shut down engine if engine oil level drops below generator manufacturers specifications for low oil level,
  - iii. 120/240 VAC output,
  - iv. Two NEMA #5-20R 20-amp GFCI 120 VAC outlets.
  - v. Two NEMA #-L14-20R 20-amp 120/240 VAC outlets.
  - vi. Electric starter
  - vii. Thirty-six-month warranty

### 35. WARRANTY

- a. A five (5) year/100,000-mile warranty for labor and materials shall be provided.
- b. The body shall have a minimum five-year corrosion protection warranty.
- c. Warranties are in addition to any statutory remedies or warranties imposed on the Contractor.

### 36. DELIVERY

- a. Delivery shall be determined by the signed receipt of Omnitrans' designated Project Manager at the point of delivery and may be preceded by a cursory inspection of the truck.
- b. The point of delivery shall be:
  - a. Omnitrans- Maintenance Department
  - b. Victoria Chesney, Technical Services Manager, (909) 379-7483 or Craig Butler, Stops and Stations Supervisors, 909-379--7153
  - c. 1700 West Fifth Street
  - d. San Bernardino, CA 92411-2499
- c. Delivery shall be FOB point of delivery by common carrier driveway.
- d. The agreed upon date of delivery shall be determined by mutual agreement between contractor and Omnitrans' designated Project Manager.
- e. The truck may be delivered Monday through Friday; no truck may be delivered Saturdays, Sundays or holidays. Hours of delivery shall be 8:00 a.m. through 4:00 p.m. PST.

## Attachment A – Scope of Work

### **37. TITLE**

- a. Adequate documents for securing the vehicle in San Bernardino, California, shall be provided to Omnitrans at the time each vehicle is received by Omnitrans. Complete vehicle registration services up to and including delivery of valid license plates shall be provided.

### **38. VEHICLE ACCEPTANCE**

- a. Within five (5) calendar days after arrival at the designated point of delivery, Omnitrans shall notify the Contractor of its acceptance or rejection of the truck.
  - i. Omnitrans may require the Contractor, or its designated representative, to perform repairs after non-acceptance. Omnitrans shall make the vehicle available to complete repairs timely with the Contractor's repair schedule.
  - ii. The Contractor shall provide, at its own expense, all spare parts, tools and space required to complete repairs. At Omnitrans' option, the Contractor may be required to move the vehicle from Omnitrans' property while repairs are being completed. If the vehicle is removed from Omnitrans' property, repair procedures must be diligently pursued by the Contractor or its representative, and the Contractor shall assume risk of loss while the vehicle is under its control.

# Attachment A - Scope of Work

## 1.0 INTRODUCTION AND PROJECT OVERVIEW

- a. OMNITRANS is seeking proposals from qualified parties to provide for purchase six (6) regular cab 7' x 9' stake bed truck. These vehicles are replacing a similar existing vehicles that have reached the end of their useful life and one additional vehicle.

## 2.0 ACRONYMS

- a. AGM: Absorbed Glass Mat
- b. GAWR: Gross Axle Weight Rating
- c. GVW: Gross Vehicle Weight
- d. GVWR: Gross Vehicle Weight Rating
- e. HID: High Intensity Discharge
- f. LED: Light Emitting Diode
- g. OEM: Original Equipment Manufacturer
- h. UV: Ultraviolet
- i. WPC: Wood, plastic composite

## 3.0 GENERAL REQUIREMENTS

- a. The following illustrates a cursory list of requirements. Contractors should refer to the entire specification for actual requirements.
  - i. 2024 or newer, 4x2, ¾ ton heavy-duty truck
  - ii. Towing capacity at least 15,000 pounds
  - iii. Regular cab
  - iv. Cab to axle  $\geq$  84 inches
  - v.  $\geq$  3,000-pound payload capacity
  - vi. Axle ratio 4.30:1
  - vii. 6.2L V8 unleaded gasoline engine
  - viii. 10 Speed Automatic transmission
  - ix. Heavy duty power front and rear disc brakes with ABS
  - x. Towing package to including weight-carrying hitch and all components, standard upgrades, and electrical and electronic modifications with heavy-duty suspension, front and rear springs, shocks, and front and rear stabilizer bars
  - xi. Tires/wheels, LT245/75R176 E steel radial, spare of the same type
  - xii. Heavy duty alternator (175 amps)
  - xiii. Stock OEM AGM battery
  - xiv. Heavy duty secondary transmission oil cooler
  - xv. 30 to 35-gallon fuel tank

- xvi. Flat stake bed
- xvii. Traffic hazard lighting

#### 4.0 DIMENSIONS

- a. All dimensions shown in the forthcoming illustrations are rough measurements meant for planning/illustrative purposes only

#### 5.0 INTERIOR FEATURES

##### a. SEATING

- i. All vinyl bucket seating shall be provided.
- ii. Truck shall not be equipped with a center seat.
- iii. Seats shall be covered in manufacturer's heavy-duty vinyl material.
- iv. Upholstery color shall be manufacturer's standard gray.
- v. Seat batting shall be of heavy-duty construction to minimize distortion from constant use of the vehicle.
- vi. Carhartt or approved equal, 60/40 gray seat covers shall be installed.

##### b. FLOORS

- i. Heavy-duty rubber floor coverings shall be installed.
- ii. Floor mats, shall be color keyed.
- iii. Driver floor mat to be held captive to the floor.

##### c. WINDOWS

- i. Windows shall be equipped with factory tinted anti-UV light safety glass throughout the vehicle.
- ii. The windshield shall feature anti-glare qualities; factory tinted windows shall be provided throughout the vehicle.
- iii. All glass shall meet applicable Federal safety standards.
- iv. Driver and passenger windows shall be power windows.

##### d. DOORS

- i. Doors shall be electric lock type, remotely controlled.

#### 6.0 INSTRUMENT PANEL

- a. The truck shall be equipped with the manufacturer's standard instrument panel to include a speedometer and odometer.
- b. Gauges and tell-tale lights shall be provided to indicate low oil pressure, water /engine coolant temperature, alternator status, headlight high beam on, turn and hazard signal status, fuel level, voltage, air bag, check engine, parking brake on, fasten safety belt warning and headlight on reminder.
- c. Switches for headlight and dimmer, emergency flashers, windshield wipers and turn signals.
- d. Back-up safety camera (if standard equipment).

## 7.0 VEHICLE ENTRY SYSTEM

- a. Single key locking/ignition system. The door and ignition must work from same key, with two (2) spare keys. (total of three keys).
  - i. Valet keys do not count as spare keys.
  - ii. Electronic or coded keys will be accepted.
- b. Proper deactivation of electronic keys/installation of transponder bypass kit. (Do not tape “key” under dash).
- c. “Keep Alive” system, to enable the engine and all accessories to operate normally when the key is out of the ignition, and the doors are locked.

## 8.0 EXTERIOR FEATURES

- a. Streetside and curbside power mirrors easily controlled by a person sitting in the driver seat shall be included.
- b. Heated mirrors are not acceptable unless standard equipment.
- c. Turn indicators shall be incorporated into the streetside and curbside mirrors.
- d. Westin® 21-4120 - 4" Platinum Cab Length Polished Oval Tube Step Bars or approved equal shall be installed on both sides of the truck.

## 9.0 PAINTING AND TRIM

- a. The exterior color shall be white base with clear coat paint.
- b. The interior color shall be the manufacturer’s standard gray.
- c. The truck shall be equipped with body-side molding and door edge guards which are color keyed black vinyl.

## 10.0 DRIVER AND PASSENGER SAFETY EQUIPMENT

- a. The truck shall comply with all U.S. Department of Transportation and State of California safety standards applicable at date of manufacture.
- b. The truck shall be equipped with the manufacturer’s standard seat belts.
- c. The truck shall be equipped with driver and passenger side air bag restraint system.
- d. A 15-pound Class A B C dry chemical fire extinguisher shall be installed into an internal location as close to the driver door as possible.
- e. A suitably sized “FIRE EXTINGUISHER INSIDE” decal shall be adhered to the exterior side of the fire extinguisher installed location.

## 11.0 HEATING/AIR CONDITIONING SYSTEM

- a. The truck shall be equipped with a heating and ventilation system capable of maintaining a comfortable inside temperature.
- b. The defrost system shall be an integral part of the heating system.
- c. The truck shall be equipped with a rear window defroster.
- d. Air conditioner shall comply with all current EPA refrigerant requirements.

## 12.0 ENGINE

- a. The engine shall be a minimum V-8 gasoline, 6.2-liter unleaded gasoline engine.
- b. The engine shall be compliant with all California emission standards for the relevant model year and engine manufacturer.

## 13.0 COOLING SYSTEM

- a. The truck shall be equipped with the manufacturer's heavy-duty cooling system to include a heavy-duty radiator, engine oil cooler, and a Hayden "Rapid-Cool" Heavy-Duty Transmission Oil Cooler or approved equal.
  - i. The additional transmission cooler will augment the factory installed transmission fluid cooler.

## 14.0 TRANSMISSION

- a. The truck shall be equipped with a ten-speed automatic transmission.

## 15.0 AXLES

- a. The rear axle shall be of manufacturer's standard design with a minimum capability of supporting the GVW and rear axles shall be matched with engine and other power train components to provide smooth acceleration without sacrificing low-end power.
- b. The front axle shall be of manufacturer's standard with a minimum capability of supporting the GAWR.
- c. Differential ratio shall be 4.30:1.

## 16.0 STEERING

- a. The truck shall be equipped with variable ratio power steering.
- b. The steering mechanism shall be self-centering.

## 17.0 BRAKES

- a. The service brakes shall be power-assisted disc front and rear.
- b. The emergency brake shall be a mechanical type, actuated by metal cables to the rear wheels.
- c. The truck shall be equipped with an anti-lock brake system.

## 18.0 WHEELS AND TIRES

- a. Wheel dimensions shall be identical in both the front and rear and of the same specification for interchangeability.
- b. Tires shall be, at a minimum, manufacturer's standard steel belted radial tubeless type.

- c. Rims shall be factory steel.
- d. Rims shall be powder coated factory white.
- e. Rims shall not be alloy rims.
- f. The Contractor shall furnish one (1) loose spare tire mounted on a full-sized rim with the truck.
- g. The truck shall be equipped with rear axle and wheel configuration for single wheels.

#### 19.0 ELECTRICAL SYSTEM

- a. The truck shall be equipped with the manufacturer's standard 12-volt wiring system including one (1) heavy-duty AGM battery.
- b. The truck shall be equipped with an alternator, with the capability to provide a minimum of 175 amps (or the equivalent in generating capacity).
- c. All electrical components shall be powered directly from the main electrical system and grounded to the chassis. Grounding to the body or any other vehicle component other than the chassis is cause for rejection of acceptance of the truck.

#### 20.0 EXTERIOR LIGHTING/BACK-UP ALARM/SPOTLIGHT

- a. The manufacturer's standard HID headlights shall be provided.
- b. The truck shall be equipped with an audible back-up alarm and shall be rated to at least 95 db.
- c. Four (4) Linkitom or approved equal ultra slim sync feature 10-LED emergency hazard warning strobe lights (Amber & White) shall be installed onto the rear of the truck bed (2 ea.), (Figure 1.), and onto the front grill area bed (2 ea.), (Figure 2.).
- d. A Golight Radioray GL-2020 or approved equal Remote-Control Spotlight - Permanent Mount shall be mounted on the curbside headache rack.
- e. The assembly shall not block any portion of the traffic hazard light bar.



Photo is for illustrative purposes and not to specify a particular product

*Figure 1*



*Figure 2*

## 21.0 STAKE BED AND CAB PROTECTOR

- a. The truck body shall be standard based on the model year 2024 design and shall be equipped with a 1/8-inch-thick, 7' X 9' steel diamond-plate deck stake bed.
- b. The bed gates shall be manufactured with powder coated black steel stakes and brown WPC materials for the rails.
- c. Gate height measured from the top edge of the bed to the top edge of the upper-most rail shall be 16" ± ½".
- d. Except for the deck, the steel stake bed shall be powder coated black, including the underside and the deck shall be coated with gray epoxy non-skid coatings conforming to the MIL-PRF-24667C performance specification.
- e. Storage boxes will be installed as specified in this document. The gates shall be made to fit to allow for these installations.
- f. A cab protector (headache rack) shall be installed so cargo cannot encroach the driver cab during sudden stops.
  - i. The protector shall conform to basic engineering designs for the application.

## 22.0 TRAFFIC ADVISOR/LIGHT BAR

- a. An amber light-bar (traffic advisor) shall be weatherproof and be mounted using stainless steel hardware and brackets onto the top of the specified cab protector.
- b. The light bar shall not be obstructed by any aftermarket device and clearly visible from any angle around the truck.
- c. The light bar shall be connected to an unswitched 12 VDC power source.
- d. Lightbar controls shall be installed on to the specified control panel.
- e. The light bar circuit shall be protected using a fuse position within the truck's main fuse panel. The circuit may be shared with the work light.
- f. The circuitry SHALL NOT be installed using "Tap-In Connectors", "Tap Connectors", "Quick Splices", "T-Tap Connectors" or any other "shortcut" device.
- g. The lightbar shall be a Whelen 62-inch Justice Tow Bar with Brake light's part number JF0BAAAA or approved equal.
- h. All light bar functions, including brake light feature shall be functional.
- i. All lighting controls shall be mounted on a separate control panel that is freestanding and mounted near the center of the floor near the dash within the reach of the driver and identified with engraved labels.

## 23.0 TECHNICAL DOCUMENTS

- a. The successful Bidder shall supply the following manuals and books and electronic media:
  - i. One (1) each Shop Engine Manual
  - ii. One (1) each Schematic Vacuum Diagram Book

- iii. One (1) each Emission Diagnosis (H) Book
- iv. One (1) each Body and Chassis Manual
- v. One (1) each Parts Manual

#### 24.0 STORAGE

- a. Three (3) storage boxes shall be mounted: one (1) on the curbside bed and one (1) on the streetside bed undercarriage and one (1) on the streetside undercarriage. See drawing
- b. Storage boxes shall be securely installed
  - i. Water or other contaminants shall be prevented from (sealed) leaking into the interface between the truck bed and storage boxes.
- c. The above-bed storage cabinet shall measure 12 1/2" deep, 48" wide and 16 1/2" tall.
  - i. The boxes shall be constructed from 14-gauge steel.
  - ii. The storage boxes shall be *weatherproof*.
- d. The undercarriage storage boxes shall be 16" deep, 30" wide and 14" tall.
- e. The storage boxes shall be constructed with materials that are rust and corrosion proof.
- f. All storage boxes shall be lockable using stainless steel hardware and lock shall be keyed alike.
  - i. Two (2) sets of keys shall be provided.

#### 25.0 SERVICE PACKAGE

- a. A comprehensive service package shall be included with this purchase to include the performance or repair of:
- b. All major and minor failures (engine, transmission, shocks, electrical and electronic issues, etc.)
- c. Recommended planned services including engine oil and filter, transmission services and all other services recommended in factory service documentation
- d. Towing for road failures
- e. Consumables such as belts, hoses and fluids
- f. Service package shall be available for 5 years after purchase or 100,000 miles.

#### 26.0 WARRANTY

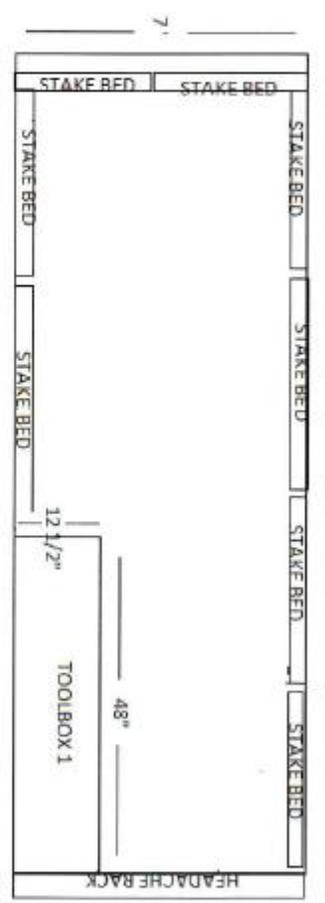
- a. 100,000 mile per vehicle bumper to bumper warranty for labor and materials
- b. 5-year minimum corrosion protection warranty on the body
- c. Six (6) year/unlimited mileage on utility body.

TOOLBOX 1

RK1 Top Mount Truck Tool  
Box Single Door Black Steel  
Model US48CB

REPLACEMENT TRUCKS  
NOT TO SCALE

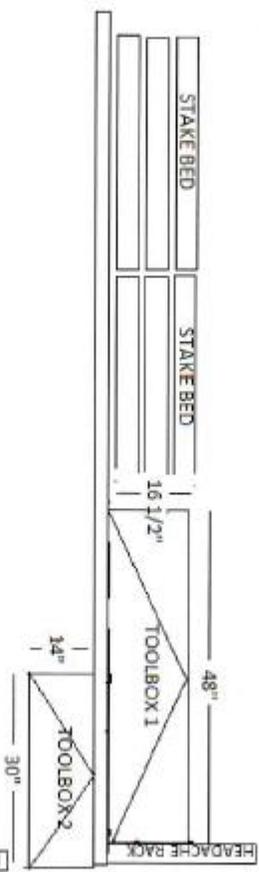
(F-350)



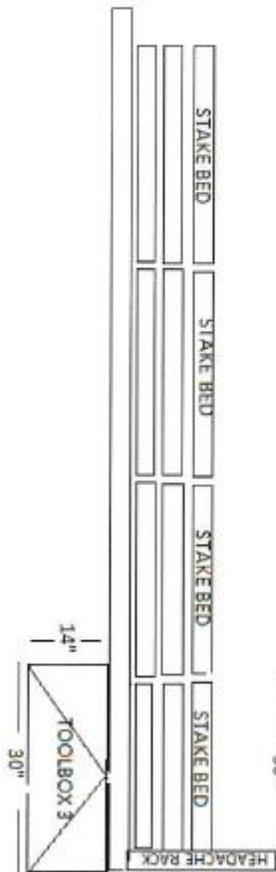
FRONT

TOOLBOX 2 & 3

RK1 Underbody Truck Box 30X14X16  
H-Series 14 Gauge Black Steel  
Model # H301416



RIGHT SIDE



LEFT SIDE

## 27.0 SPECIFICATION COMPLIANCE SUMMARY

- a. All Bidders shall submit a Specification Compliance Summary, addressing each line item, with their bid.
- b. This summary shall address all items of this Specification.
- c. ALL items described with “Approved Equals”, in which the bidder wishes to propose a substitute shall provide justification for such an exception.
  - i. Justification shall include cut-sheets, specifications, warranties or other COMPONENT MANUFACTURER documents that shows that the substitute is a true equal.

## 28.0 DELIVERY

- a. Delivery shall be determined by the signed receipt of Omnitrans’ designated Project Manager at the point of delivery and may be preceded by a cursory inspection of the truck.
- b. The point of delivery shall be:
- c. Omnitrans- Maintenance Department  
Victoria Chesney, Technical Services Manager, (909) 379-7179, or Craig Butler (909) 379-7153, Stops and Stations Supervisor,  
1700 West Fifth Street, San Bernardino, CA 92411-2499
- d. Delivery shall be FOB point of delivery by common carrier driveaway.
- e. The agreed upon date of delivery shall be determined by mutual agreement between contractor and Omnitrans’ designated Project Manager.
- f. The truck may be delivered Monday through Friday; no truck may be delivered Saturdays, Sundays or holidays. Hours of delivery shall be 8:00 a.m. through 4:00 p.m. PST.

## 29.0 TITLE

- a. Required documents for securing the vehicle in San Bernardino, California, shall be provided to Omnitrans at the time each vehicle is received by Omnitrans. Complete vehicle registration services up to and including delivery of valid license plates shall be provided.

## 30.0 VEHICLE ACCEPTANCE

- a. Within five (5) calendar days after arrival at the designated point of delivery, Omnitrans shall notify the Contractor of its acceptance or rejection of the truck.
- b. Omnitrans may require the Contractor, or its designated representative, to perform repairs after non-acceptance. Omnitrans shall make the vehicle available to complete repairs timely with the Contractor’s repair schedule.
- c. The Contractor shall provide, at its own expense, all spare parts, tools and space required to complete repairs. At Omnitrans’ option, the Contractor may be required to move the vehicle from Omnitrans’ property while repairs are being completed. If the vehicle is removed from Omnitrans’ property, repair procedures must be diligently pursued by the Contractor or its representative, and the Contractor shall assume risk of loss while the vehicle is under its control.

**Attachment B**  
**REGULATORY REQUIREMENT**  
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## **REGULATORY REQUIREMENTS**

**\* Marks Required Subcontract Provisions that must flow down to all subcontracts as defined in the Article entitled SUBCONTRACTORS AND SUPPLIERS herein.**

### **Required Clauses for All FTA-Assisted Third-Party Contracts and Subcontracts**

#### **RR-01 NO FEDERAL OBLIGATION TO THIRD PARTIES \***

In connection with the Project, the Recipient agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, lessee, third party contractor, or other participant at any tier of the Project, or other person or entity that is not a party to the Grant Agreement or Cooperative Agreement for the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, sub-agreement, lease, third party contract, or arrangement at any tier, the Federal Government has no obligations or liabilities to any entity other than the Recipient, including any subrecipient, lessee, third party contractor, or other participant at any tier of the Project.

#### **RR-02 FALSE OR FRAUDULENT STATEMENTS OR CLAIMS – CIVIL AND CRIMINAL FRAUD \***

- A. Civil Fraud.  
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 the Recipient's activities in connection with the Project. By executing the Grant Agreement or Cooperative Agreement for the Project, the Recipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the Recipient the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.
- B. Criminal Fraud.  
If the Recipient makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Recipient

the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001, or other applicable Federal law to the extent the Federal Government deems appropriate.

- C. Contractor shall include this Article in each subcontract financed in whole or in part with Federal assistance provided by FTA. Contractor shall not modify the Article, except to identify the Subcontractor who will be subject to the provisions.

**RR-03**  
**ACCESS TO THIRD PARTY CONTRACT RECORDS \***

- A. Access to Third Party Contract Records.  
The Recipient agrees to require, and assures that its subrecipients require, their third party contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g). The Recipient further agrees to require, and assures that its subrecipients require, their third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

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

- B. If this Contract is for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) and was entered in to through other than competitive bidding, the Contractor shall make records related to this Contract available to Omnitrans, 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.
- C. Contractor shall 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 Omnitrans, 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.

**RR-04  
FEDERAL FUNDING, INCORPORATION OF FEDERAL TRANSIT  
ADMINISTRATION (FTA) TERMS, AND FEDERAL CHANGES**

- A. This Contract includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 and revised March 18, 2013 (including any changes), and 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 Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Omnitrans requests which would cause Omnitrans to be in violation of the FTA terms and conditions.
- B. Federal Transit Administration of the US Department of Transportation and all laws, regulations, guidelines, and provisions of the financial assistance agreement apply to this Contract and are incorporated by reference as if fully set forth herein.
- C. Contractor shall at all times comply with all applicable federal laws and regulations, including without limitation FTA regulations, policies, procedures and directives, including those listed directly or by reference in Applicable Grant Agreements between Omnitrans and FTA, as they may be amended or promulgated from time to time during the term of this Contract collectively "Federal Requirements". These Federal Requirements may change and the changed Federal Requirements will apply to this Contract as required unless the Federal Government determines otherwise. Contractor's failure to so comply with the Federal Requirements shall constitute a material breach of this Contract.

**RR-05  
CIVIL RIGHTS REQUIREMENTS (TITLE VI, ADA, EEO (EXCEPT SPECIAL DOL  
CONSTRUCTION CLAUSE \***

- A. 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, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor shall comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity
  - (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, Contractor shall 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 activities undertaken in the course of the Contract. Contractor shall 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, Contractor shall 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, Contractor shall refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor shall 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, Contractor 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 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor shall comply with any implementing requirements FTA may issue.
- (d) Contractor shall include these requirements in each subcontract, modified only if necessary to identify parties, as required by Federal regulations.

**RR-06**  
**DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26**

**Disadvantaged Business Enterprises**

- A. This contract is subject to Title 49, Code of Federal Regulations (CFR), Part 26, entitled "Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs ("Regulations"). The Regulations in their entirety are incorporated herein by this reference. Omnitrans has established a Race Neutral Federal Transportation Administration (FTA) DBE program. It is the policy of Omnitrans to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts. Omnitrans highly encourages the participation of DBE contractors and the utilization of DBE subcontractors in this project. There is no contract DBE goal on this

project, however. Any DBEs on this project will be used to satisfy the overall agency DBE goal. CONTRACTOR must comply with DBE regulations (49 CFR Part 26) in the execution of this contract. Key DBE provisions have been included in Omnitrans' DBE Program Requirements, and include assurance of nondiscrimination, prompt payment, and reporting requirements.

- B. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by 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 Omnitrans deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).
- C. Contractor shall report subcontractor awards and payments via a Web-based system on a monthly basis unless Omnitrans approves in writing the use of a Subcontractors Paid Report and Payment Verification form.
- D. Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 7 days after the contractor's receipt of payment for that work from the Omnitrans. In addition, Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to his contract is satisfactorily completed.
- E. Contractor must promptly notify Omnitrans 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 value of work remaining to meet the original DBE subcontractor's award amount.. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Omnitrans.

# **Required Clauses for Awards Exceeding \$2,000**

RR-07

## **DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS**

### **Background and Application**

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that “at least partly are financed by a loan or grant from the Federal Government.” 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). ‘Construction,’ for purposes of the Acts, includes “actual construction, alteration and/or repair, including painting and decorating.” 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts’ requirements are satisfied.

### **Clause Language**

#### **Davis-Bacon and Copeland Anti-Kickback Acts**

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional

classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (1) (v) (B) or (C) of this section, shall be paid to all workers performing work in the Classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - Omnitrans 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Omnitrans may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Omnitrans for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to

journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**RR-08**  
**SEISMIC SAFETY REQUIREMENTS 42 U.S.C. 7701 et seq. 49 CFR Part 41**

**Applicability to Contracts**

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

**Flow Down**

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

**Model Clauses/Language**

The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

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

**Required Clauses for Awards Exceeding \$10,000**

**RR-09**  
**TERMINATION 49 U.S.C. Part 18 FTA Circular 4220.1F**

**Applicability to Contracts**

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

**Flow Down**

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

- a. **Termination for Convenience (General Provision)** Omnitrans may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Omnitrans to be paid the Contractor. If the Contractor has any property in its possession belonging to the Omnitrans, the Contractor will account for the same, and dispose of it in the manner the Omnitrans directs.
- b. **Opportunity to Cure (General Provision)** Omnitrans in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Omnitrans' satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Omnitrans setting forth the nature of said breach or default, Omnitrans shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Omnitrans from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- c. **Waiver of Remedies for any Breach** In the event that Omnitrans elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Omnitrans shall not limit Omnitrans remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- d. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Omnitrans may terminate this contract for default. Omnitrans shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, Omnitrans may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Omnitrans resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Omnitrans in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The contractor, within [10] days from the beginning of any delay, notifies Omnitrans in writing of the causes of delay. If in the judgment of Omnitrans, the delay is excusable, the time for completing the work shall be extended. The judgment of Omnitrans shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Omnitrans.

## **Required Clauses for Awards Exceeding \$25,000**

### **RR-010 SUSPENSION AND DEBARMENT\***

- A. This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor shall 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.

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

- B. By entering into this Contract, Contractor certifies that it shall comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Contract. This certification is a material representation of fact relied upon by Omnitrans. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to Omnitrans, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

## **Awards Exceeding \$100,000 by Statute**

### **RR-011 COMPLIANCE WITH FEDERAL LOBBYING POLICY \***

The Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, requires that 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," attached hereto as the certification entitled, "Certification of Compliance with Federal Lobbying Requirements." As set forth in the certifications, each tier of subcontractors shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures shall be forwarded from tier to tier up to Omnitrans.

### **RR-012 CLEAN WATER AND CLEAN AIR REQUIREMENTS\***

#### **A. CLEAN WATER REQUIREMENTS**

Contractor shall 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., and all applicable clean water standards of the State of California and any state or local agency having jurisdiction. Contractor shall report each violation to Omnitrans. Omnitrans will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office, and all other agencies having jurisdiction.

#### **B. CLEAN AIR**

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and all applicable Clean Air Standards of the State of California or any state or local agency having jurisdiction. Contractor shall report each violation to Omnitrans. Omnitrans will, in turn, report each violation as required to FTA, the appropriate EPA Regional Office and all other agencies having jurisdiction.

#### **C. Contractor shall include this Article in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.**

**RR-013**  
**NON-CONSTRUCTION ACTIVITIES**

Activities Not Involving Construction. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.

**Required Clauses for Awards Exceeding the Simplified Acquisition Threshold (\$150,000)**

**RR-014**  
**BUY AMERICA \***

A. Contractor shall comply with 49 U.S.C. 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 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.

Omnitrans may investigate Contractor's, any Subcontractor's, and any Supplier's compliance with this Article. If an investigation is initiated, Contractor, Subcontractor, or Supplier shall document its compliance, in accordance with 49 CFR 661.15, and cooperate with the investigation. Contractor shall incorporate the Buy America conditions set forth in this Article in every subcontract or purchase order and shall enforce such conditions.

B. FTA requires a Buy America certification to be submitted with the proposal, or the proposal shall be considered non-responsive.

**RR-015**  
**BREACHES AND DISPUTE RESOLUTION 49 CFR Part 18 FTA Circular 4220.1F**

**Applicability to Contracts**

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach

contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

### **Flow Down**

The Breaches and Dispute Resolutions requirements flow down to all tiers.

**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 Omnitrans. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to Omnitrans Construction Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of Omnitrans Project Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by Omnitrans, Contractor 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 therefore 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 Omnitrans and the Contractor 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 Omnitrans is located.

**Rights and Remedies** - The duties and obligations imposed by the Contract 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 Omnitrans, or Contractor 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.

## **Transport of Property or Persons**

### **RR-016 CARGO PREFERENCE\***

#### **A. Applicability**

The following Article applies to federally funded contracts involving equipment, materials, or commodities which may be transported by ocean vessels

**B. USE OF UNITED STATES FLAG VESSELS**

Contractor shall use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

Contractor shall furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to Omnitrans (through Contractor in the case of a subcontractor's bill-of-lading.)

Contractor shall 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.

**RR-017  
FLY AMERICA**

**A. Applicability**

This Article applies to federally funded contracts if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air.

- B.** Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and 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. 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. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

# **CONSTRUCTION ACTIVITIES**

## **RR-018 DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS**

### **Background and Application**

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that “at least partly are financed by a loan or grant from the Federal Government.” 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). ‘Construction,’ for purposes of the Acts, includes “actual construction, alteration and/or repair, including painting and decorating.” 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts’ requirements are satisfied.

### **Clause Language**

#### **Davis-Bacon and Copeland Anti-Kickback Acts**

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-

Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (1) (v) (B) or (C) of this section, shall be paid to all workers performing work in the Classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - Omnitrans 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 the contractor

under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Omnitrans may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Omnitrans for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess

of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**RR-019**  
**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT \***

**A. Applicability**

This Article applies to federally funded construction contracts over \$2,000 (including ferry vessels), rolling stock purchases over \$2,500 and to operations/management contracts over \$2,500 (except transportation services)

- B. Pursuant to the Labor Standards Provisions Applicable to Non-construction Contracts subject to the Federal Contract Work Hours and Safety Standards Act, 40 U.S.C.A. § 327 through 332 as implemented by U.S. Department of Labor regulations, 29 CFR 5.5 (b) and (c) Contractor and Subcontractor's contracting for any part of the Contract work shall comply with the following:
1. **Overtime requirements** – Neither Contractor nor any Subcontractor contracting for any part of the Contract work that requires or involves 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 a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  2. **Violation; liability for unpaid wages; liquidated damages** – In the event of any violation of the Article set forth in paragraph (1) of this Article Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, 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 Article, in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this Article.
  3. **Withholding for unpaid wages and liquidated damages** – Omnitrans 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 Contractor or Subcontractor under the Contract or any other Federal contract with Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this Article.
  4. **Subcontracts** – Contractor or Subcontractor shall insert this Article in any Subcontracts and also an Article requiring the Subcontractors to include this Article in any lower tier Subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with this Article.
  5. **Payrolls and basic records** – The records to be maintained hereinabove shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by Omnitrans and U.S. Dept. of Labor. Contractor and Subcontractor shall maintain payrolls and basic records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract

for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid.

## **RR-020 BONDING REQUIREMENTS**

### Applicability to Contracts

For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- A. A bid guarantee from each bidder equivalent to ten (10) percent of the bid price. The "bid guarantees" shall consist of a firm commitment and may be in any of the following forms: (a) cash; (b) cashier's check payable to Omnitrans; (c) a certified check payable to the city; or (d) a bidder's bond executed by an admitted surety insurer. Such as a bid bond, certifies check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract.

## **RR-021 SEISMIC SAFETY REQUIREMENTS 42 U.S.C. 7701 et seq. 49 CFR Part 41**

### Applicability to Contracts

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

### Flow Down

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

### **Model Clauses/Language**

The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

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

## **NON-CONSTRUCTION ACTIVITIES**

Activities Not Involving Construction. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.

## **TRANSIT OPERATIONS**

### **RR-022**

#### **TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS \***

##### **A. Applicability**

Subject to the limitations in Sections B, C, and D, this Article applies if this Contract involves transit operations to be performed by employees of a Contractor recognized by FTA to be a transit operator, and if FTA has determined that it is financed in whole or in part with Federal assistance.

##### **B. General Transit Employee Protective Requirements**

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance (other than Federal assistance authorized by 49 U.S.C. § 5310(a)(2) or 49 U.S.C. § 5311), and if the U.S. Secretary of Transportation has determined that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for Omnitrans under this Contract, then Contractor shall perform the transit

operations work under the Contract in compliance with terms and conditions, (a) determined by the U.S. Secretary of Labor to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. Department of Labor (“U. S. DOL”) guidelines at 29 C.F.R. Part 215, and any amendments thereto, and (b) stated in a U. S. DOL letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with Omnitrans, and which is incorporated in the Form of Contract as a Contract Document entitled “U. S. DOL Certification”.

**C. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a) (2) for Elderly Individuals and Individuals with Disabilities**

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for Omnitrans under the Contract, Contractor shall perform the Work in compliance with the terms and conditions determined, (a) by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto, and (b) stated in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with Omnitrans, and which is incorporated in the Form of Contract as a Contract Document entitled “U. S. DOL Certification”.

**D. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas**

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, Contractor shall comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

**E. Indemnity**

Contractor shall defend, indemnify and hold harmless Omnitrans, and its Board Members, employees and agents from and against all liability, claims, demands actions, costs, judgments, penalties, damages, losses and expenses arising out of or in connection with Contractor’s failure to comply with or failure to carry out its responsibilities under all applicable provisions of Sections B, C and D of this Article.

**CHARTER BUS OPERATION**

**Charter Service Operations.**

The Recipient agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142, will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, “Charter Service,” 49 C.F.R. Part 604, and any Charter Service regulations or FTA

directives that may be issued, except to the extent that FTA determines otherwise in writing. The Charter Service Agreement the Recipient has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. If the Recipient has failed to select the Charter Service Agreement in its latest annual Certifications and Assurances to FTA and does conduct charter service operations prohibited by FTA's Charter Service regulations, the Recipient understands and agrees that: (1) the requirements of FTA's Charter Service regulations and any amendments thereto will apply to any charter service it or its subrecipients, lessees, third party contractors, or other participants in the Project provide; (2) the definitions of FTA's Charter Service regulations will apply to the Recipient's charter operations, and (3) a pattern of violations of FTA's Charter Service regulations may require corrective measures and imposition of remedies, including barring the Recipient, subrecipient, lessee, third party contractor, or other participant in the Project operating public transportation under the Project from receiving Federal financial assistance from FTA, or withholding an amount of Federal assistance as set forth in Appendix D to FTA's Charter Service regulations.

## **SCHOOL BUS OPERATIONS**

The Recipient agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142, will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605 to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), in accordance with any School Transportation Operations regulations or FTA directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing. The School Transportation Operations Agreement the Recipient has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. If the Recipient has failed to select the School Transportation Agreement in its latest annual Certifications and Assurances to FTA and does conduct school transportation operations prohibited by FTA's School Bus Operations regulations, 49 C.F.R. Part 605, to the extent those regulations are consistent with 49 U.S.C. §§ 5323(f) or (g), the Recipient understands and agrees that: (1) the requirements of FTA's School Bus Operations regulations, 49 C.F.R. Part 605, to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), will apply to any school transportation service it or its subrecipients, lessees, third party contractor, or other participants in the project provide, (2) the definitions of FTA's School Bus Operations regulations will apply to the Recipient's school transportation operations, and (3) if there is a violation of FTA's School Bus Operations regulations, to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), FTA will bar the Recipient, subrecipient, lessee, third party contractor, or other Project participant operating public transportation that has violated FTA's School Bus Operations regulations, 49 C.F.R. Part 605, to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), from receiving Federal transit assistance in an amount FTA considers appropriate.

**RR-023**  
**ALCOHOL AND DRUG-FREE WORKPLACE PROGRAM \***

**A. Applicability**

This Article applies to federally funded contracts for transit operations.

**B. FTA Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations Regulations**

Contractor and its Subcontractors shall comply with the FTA anti-drug and alcohol misuse regulations (49 CFR Part 655) and the U.S. Department of Transportation (DOT) Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40) to the full extent that they are, by their terms, applicable to Contractor and its Subcontractors. The regulations apply to all “contractors” that have “covered employees” that perform “safety sensitive functions” as those terms are defined in the regulations.

**C. Certificate of Compliance**

**The CERTIFICATE OF COMPLIANCE WITH 49 CFR PARTS 655, PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN TRANSIT**, submitted by Contractor prior to award, is incorporated as part of the Contract Documents.

**D. Drug and Alcohol Testing Program**

In the event that any part of the Work under this Contract falls within the scope of 49 CFR Part 655, Contractor, and its Subcontractors (as applicable), shall establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or Omnitrans, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. Contractor shall annually certify its compliance with Parts 653 and 65. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

**E. Alcohol and Drug Free Workplace Program**

In addition to the above, for Work performed on Omnitrans property, Contractor shall provide an Alcohol and Drug-free Workplace Program in accordance with FTA requirements found at <http://transit-safety.fta.dot.gov/DrugAndAlcohol/default.asp>

# **PLANNING, RESEARCH, DEVELOPMENT AND DEMONSTRATION PROJECTS**

## **PATENT RIGHTS**

a. General. If any invention, improvement, or discovery of the Recipient or of any subrecipient, lessee, third party contractor, or other participant at any tier of the Project is conceived or first actually reduced to practice in the course of or under the Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify FTA immediately and provide a detailed report in a format satisfactory to FTA.

b. Federal Rights. The Recipient agrees that its rights and responsibilities, and those of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Absent a determination in writing to the contrary by the Federal Government, the Recipient agrees to transmit to FTA those rights due the Federal Government in any invention, improvement, or discovery resulting from that subagreement, third party contract, third party subcontract, or arrangement, as specified in 35 U.S.C. §§ 200 *et seq.*, and U.S. Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 C.F.R. Part 401, irrespective of the status of the Recipient, subrecipient, lessee, third party contractor or other participant in the Project (*i.e.*, a large business, small business, State government, State instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual).

c. License Fees and Royalties. FTA considers income earned from license fees and royalties for patents, patent applications, and inventions produced under the Project to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 C.F.R. Parts 18 and 19, the Recipient has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 U.S.C. §§ 200 *et seq.*, which applies to patent rights developed under a research project.

## **RIGHTS IN DATA AND COPYRIGHTS**

a. Definition. The term “subject data,” as used in this Section 18 of this Master Agreement means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Grant Agreement or Cooperative Agreement for the Project. Examples include, but are not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information. “Subject data” do not include financial reports, cost analyses, or other similar information used for Project administration.

b. General. The following restrictions apply to all subject data first produced in the performance of the Grant Agreement or Cooperative Agreement for the Project:

(1) Except for its own internal use, the Recipient may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so,

without the prior written consent of the Federal Government, unless the Federal Government has previously released or approved the release of such data to the public.

(2) The restrictions on publication of Paragraph 18.b(1) of this Master Agreement, however, do not apply to a Grant Agreement or Cooperative Agreement with an institution of higher learning.

c. Federal Rights in Data and Copyrights. The Recipient agrees to provide to the Federal Government a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the subject data described in this Subsection 18.c of this Master Agreement. As used herein, “for Federal Government purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not provide or otherwise extend to other parties the Federal Government’s license to:

(1) Any subject data developed under the Grant Agreement or Cooperative Agreement for the Project, or under a subagreement, lease, third party contract or other arrangement at any tier of the Project, supported with Federal assistance derived from the Grant Agreement or Cooperative Agreement for the Project, whether or not a copyright has been obtained; and

(2) Any rights of copyright to which a Recipient, subrecipient, lessee, third party contractor, or other participant at any tier of the Project purchases ownership using Federal assistance.

d. Special Federal Rights in Data for Research, Development, Demonstration, and Special Studies Projects. In general, FTA’s purpose in providing Federal assistance for a research, development, demonstration, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to Project participants. Therefore, when the Project is completed, the Recipient agrees to provide a Project report that FTA may publish or make available for publication on the Internet. In addition, the Recipient agrees to provide other reports pertaining to the Project that FTA may request. The Recipient agrees to identify clearly any specific confidential, privileged, or proprietary information it submits to FTA. In addition, except to the extent that FTA determines otherwise in writing, the Recipient of Federal assistance to support a research, development, demonstration, or a special studies Project agrees that, in addition to the rights in data and copyrights that it must provide to the Federal Government as set forth in Subsection 18.c of this Master Agreement, FTA may make available to any FTA recipient, subrecipient, third party contractor, third party subcontractor or other participant at any tier of the Project, either FTA’s license in the copyright to the subject data or a copy of the subject data. If the Project is not completed for any reason whatsoever, all data developed under the Project shall become subject data as defined in Subsection 18.a of this Master Agreement and shall be delivered as the Federal Government may direct. This Subsection 18.d, however, does not apply to adaptations of automatic data processing equipment or programs for the Recipient’s use when the costs thereof are financed with Federal assistance through an FTA capital program.

e. License Fees and Royalties. FTA considers income earned from license fees and royalties for copyrighted material, or trademarks produced under the Project to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 C.F.R. Parts 18 and 19, the Recipient has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 U.S.C. §§ 200 *et seq.*, which applies to patent rights developed under a research project.

f. Hold Harmless. Except as prohibited or otherwise limited by State law or except to the extent that FTA determines otherwise in writing, upon request by the Federal Government, the Recipient agrees to indemnify, save, and hold harmless the Federal Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Recipient shall not be required to indemnify the Federal Government for any such liability caused by the wrongful acts of Federal employees or agents.

g. Restrictions on Access to Patent Rights. Nothing in Section 18 of this Master Agreement pertaining to rights in data shall either imply a license to the Federal Government under any patent or be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

h. Data Developed Without Federal Funding or Support. In connection with the Project, the Recipient may find it necessary to provide data to FTA developed without any Federal funding or support by the Federal Government. The requirements of Subsections 18.b, 18.c, and 18.d of this Master Agreement do not apply to data developed without Federal funding or support by the Federal Government, even though that data may have been used in connection with the Project. Nevertheless, the Recipient understands and agrees that the Federal Government will not be able to protect data from unauthorized disclosure unless that data is clearly marked “Proprietary” or “Confidential.”

- i. Requirements to Release Data. To the extent required by U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,” at 49 C.F.R. § 19.36(d), or other applicable Federal laws or Federal regulations, the Recipient understands and agrees that the data and information it submits to the Federal Government may be required to be released in accordance with the Freedom of Information Act (or another Federal law or Federal regulation providing access to such records).

## **SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

### **SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

To the extent required by Federal law, the State agrees that, in administering any Federal assistance Program or Project supported by the Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution of FTA assistance for the Program or the Project shall indicate that FTA is the Federal agency that is providing the Federal assistance, the Catalog of Federal Domestic Assistance Number of the program from which the Federal assistance is authorized, as may be applicable, and the amount of Federal assistance FTA provided.

## **MISCELLANEOUS SPECIAL REQUIREMENTS**

### **RR-024 ENERGY CONSERVATION REQUIREMENTS**

#### **B. Applicability**

This Article applies to all federally funded contracts.

- C. Contractor shall 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 42 USC §6321 et seq.

### **RR-025 RECYCLED PRODUCTS**

#### **D. Applicability**

This Article applies to federally funded operations/management, construction, or materials & supplies contracts for items designated by the Environmental Protection Agency, when procuring \$10,000 or more per year.

- E. To the extent practicable and economically feasible, a competitive preference shall be given for products and services that conserve natural resources and protect the environment and are energy efficient.
- F. 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 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.

### **NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS**

To the extent applicable, the Recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307©, 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

**RR-026**  
**ADA ACCESS**

**A. Applicability**

This Article applies to federally funded Architect & Engineer, Operations/Management, Rolling Stock Purchase, and Construction contracts

**B. Access Requirements for Persons with Disabilities**

Contractor shall comply with:

1. The requirements of 49 U.S.C. § 5301(d), which states the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy;
2. All applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps;
3. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act;
4. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act; and
5. All applicable requirements of the following regulations and any subsequent amendments thereto:
  - (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
  - (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
  - (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) 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;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609;
- (11) Any implementing requirements FTA may issue.

## **NOT INCLUDED IN UPDATED POLICY**

### **RR-027 ADMINISTRATIVE CODE \***

#### **A. Applicability**

This Article applies to all contracts.

#### **B. Compliance with §§1090 et. seq. and §§87100 et. seq. of the California Government Code**

Contractor shall comply with all applicable provisions of §§1090 et. seq. and §§87100 et. seq. of the California Government Code. Without reducing or affecting its obligation to comply with any and all of said provisions, Contractor specifically covenants:

1. Contractor shall not cause or permit any member, officer, or employee of Omnitrans to have any financial interest in the Contract;
2. Contractor shall not enter into any Subcontract involving services or property with a person or business prohibited from transacting such business with Omnitrans;
3. Contractor warrants and represents that to its knowledge no Board member, officer, or employee of Omnitrans has any interest, whether contractual, non-contractual, financial or otherwise, in this Contract, or in the business or any other contract or transaction of the Contractor or any Subcontractor and that if any such interest comes to Contractor's knowledge at any time, Contractor shall make a full and complete disclosure of all such information in writing to Omnitrans.

**C. Campaign Contributions**

Neither Contractor nor its Agents shall give or offer to give any campaign contribution to any member of Omnitrans Board of Directors in violation of the California Government Code §§84300 et seq., or of the Administrative Code. Contractor shall submit a Certification of Campaign Contributions with all COs of two hundred thousand dollars (\$200,000) or more.

**RR-028  
DISCRIMINATION \***

- A. **Applicability**  
This Article applies to all contracts.
- B. In connection with the performance of Work provided for under this Contract, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation, or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws.

**RR-029  
WHISTLEBLOWER REQUIREMENTS \***

- A. **Applicability**  
This Article applies to all contracts.
- B. Contractor shall not adopt any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee believes the information discloses violation or noncompliance with a state or Federal regulation; nor shall Contractor retaliate against an employee for taking such actions as set forth in the t. seq.

**RR-030  
PUBLIC RECORDS ACT \***

**A. Applicability**

This Article applies to all contracts.

- B. Except as otherwise provided herein, all records, documents, drawings, plans, specifications, and all other information relating to the conduct of Omnitrans business, including all information and documents submitted by Contractor (“Records”), shall become the exclusive property of Omnitrans and shall be deemed public records. Said Records are subject to the provisions of the California Public Records Act (Government Code §6250 et. seq.). Omnitrans use and disclosure of its records are governed by this Act. Omnitrans will use its best efforts to inform the Contractor of any request for any financial records or documents marked “Trade Secret”, “Confidential” or “Proprietary” provided by Contractor to Omnitrans. Omnitrans will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.
- C. In the event of litigation concerning the disclosure of any Records, Omnitrans sole involvement will be as a stakeholder, retaining the Records until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be fully responsible for any and all fees for prosecuting or defending any action concerning the Records and shall indemnify and hold Omnitrans harmless from all costs and expenses including attorney’s fees in connection with any such action.

**RR-031  
PRIVACY ACT - 5 U.S.C. 552**

**Applicability to Contracts**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

**Flow Down**

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

**Model Clause/Language**

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

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

- (1) The Contractor 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 Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor 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 Contractor 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.

**RR-032**  
**VETERANS PREFERENCE**

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

**RR-033**  
**NOTIFICATION TO FTA; FLOW DOWN REQUIREMENT**

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220. (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

(3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient 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, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct

involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. 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 Recipient, including divisions tasked with law enforcement or investigatory functions.

#### **RR-034**

### **2 CFR § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)**.

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) 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.

## **RR-035**

### **Seat Belt Use**

The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and

(2) Including a “Seat Belt Use” provision in each third-party agreement related to the Award.

## **RR-036**

### **Distracted Driving, Including Text Messaging While Driving**

The Recipient agrees to comply with: (1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);

(2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (i) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

(ii) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

(iii) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34(b)(3)(i) – (ii) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

## **END OF REGULATORY REQUIREMENTS**



OMNITRANS  
 NEW 2024 OR NEWER FORD F550 4X2 GAS -  
 TRUCK #1  
 SALESPERSON: ANTHONY RODRIGUEZ  
 3/5/2025 4:58 PM

Incentive programs and rebates are estimates, subject to change and verification. Tax Profile: 8.75% Tax

CASH PURCHASE	
Market Value	119,850.00
Discount Savings	- 5,039.70
Vehicle (after Savings)	114,810.30
Taxes / Fees	12,141.09
<b>Due On Delivery</b>	<b>126,951.39</b>

**IFB-MNT25-14, Stops and Stations Utility Trucks  
 2024 Ford F550 Regular Cabs 7.3L Gas 108" CA DRW**

PURCHASE DETAILS		TAXES AND FEES	
Market Value .....	119,850.00	Document Prep Fee .....	85.00
Discount Savings .....	- 5,039.70	License/Title .....	1,686.00
Net Vehicle Price .....	114,810.30	Weight Fee .....	308.00
		Tire/Battery/VTR .....	8.75
		Sales/Use Tax .....	10,053.34
		<b>TOTAL .....</b>	<b>126,951.39</b>

Thank you, for choosing Puente Hills Ford.



# Specs

1 N PVMXT-155 120C Trd Plt Blk

- Overall length - - - - -15'-5" electrodeposition gray epoxy primer.
- Overall width- - - - -95.75" Undercoating - - - - -Complete undercoating
- Platform Floor - - - - -.125" treadplate Platform finish paint - Oven-cured black paint
- Side rails - - - - -5.88" 12 Ga. HS Platform lights- - - - -11 rectangular, sealed
- End Rail, front- - - - -5.88" 12 Ga. HS Cushion strips - - - - -2"x3" nom. dense ylw. pin
- Cross sills (12"spc.)- -5.44" 11 Ga. HS formed Tapered rear skirt/rear end rail combination,12Ga.
- Long sills (34"spc.) - -7" structural channel WARRANTY: Standard Knapheide Limited Warranty
- Platform prime paint - -Complete immersion in

1 N Ford Platform Mount Kit

1 N Bulkhead BH4094 blk

1 N Bulkhead-stake rk kit R

1 N Stake Rack Kit

- 5 N Stake Rack Sides 16"H blk (6) stake rack sections approx 16"H
- (4) for street side and (2) for curbside to go along
- side above body toolbox
- painted black
- loose

1 Y Straight End Rail ILO SP tapered rear skirt.

1 N Tailshelf Ay, 12X94 PVMX 3/16" TP floor on top  
painted black loose

# 2024 F-SERIES SD F550

F-SERIES SD CLOTH 40/20/40 SEATS

660A

**Exterior Color**  
OXFORD WHITE

**Interior Color**  
MEDIUM DARK SLATE  
CLOTH 40/20/40 SEAT



## Power & Handling

7.3L DEVCT NA PFI V8 ENGINE  
10-SPEED AUTO TORQSHIFT

## Exterior Features

- HEADLAMPS - AUTOLAMP
- (ON/OFF)
- HEADLAMPS -WIPER ACTIVATED
- MIRRORS - HTD, PWR GLASS/
- MANUAL-FOLD/TURN SIGNALS
- ROOF CLEARANCE LIGHTS
- TOW HOOKS
- TRAILER BRAKE CONTROLLER
- TRAILER SWAY CONTROL
- TRAILER TOW WIRE HARNESS
- WIPERS- INTERMITTENT

## Interior Features

- 4.2" PRODUCTIVITY SCREEN
- AIR COND, MANUAL FRONT
- BLACK VINYL FLOOR COVERING
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- POWER LOCKS AND WINDOWS
- STEERING:TILT/TELESCOPE,
- CRUISE & AUDIO CONTROLS
- UPFITTER SWITCHES

## Functional

- 4-WHEEL ANTILOCK BRAKE SYS
- FORDPASS CONNECT 5GWI-FI
- HOTSPOT TELEMATICS MODEM
- HILL START ASSIST

- JEWEL EFFECT HEADLAMPS
- REMOTE KEYLESS ENTRY
- STABILIZER BAR, FRONT/REAR
- SYNC®4 W/8" SCREEN

### Safety/Security

- ADVANCETRAC WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYS

### Warranty

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 DIESEL ENGINE

### Options

- 2024 MODEL YEAR
- OXFORD WHITE
- MEDIUM DARK SLATE CLOTH
- PREFERRED EQUIPMENT PKG.660A
- XL TRIM
- AIR CONDITIONING -- CFC FREE
- AM/FM STEREO MP3/CLK
- 7.3L DEVCT NA PFI V8 ENGINE
- 10-SPEED AUTO TORQSHIFT
- 225/70R19.5G BSW ALL POSITION
- 4.88 RATIO LIMITED SLIP AXLE
- PAYLOAD PLUS PACKAGE UPGRADE
- JOB #2 ORDER
- FRONT LICENSE PLATE BRACKET
- PLATFORM RUNNING BOARDS
- 19500# GVWR PACKAGE
- 50 STATE EMISSIONS
- 40 GAL AFT OF AXLE FUEL TNK
- EXTRA HEAVY SERVICE SUSPENSION
- EXTERIOR BACKUP ALARM
- REAR VIEW CAMERA & PREP KIT
- CLOTH 40/20/40 SEAT
- WMI GVW CLASS
- PREFERRED EQUIPMENT PKG 660A
- CARPET DELETE
- FORD PRO UPFIT INTEGRATION SYS
- TIRE INFLATION MONITOR DELETE
- TELESCPNG TT MIRR-POWR/HTD SIG
- DRIV/PASS FRONT & SIDE AIRBAGS
- ROOF CLEARANCE LIGHTS
- TRANS POWER TAKE-OFF PROVISION
- STEEL WHEELS-19.5"
- PICKUP BOX DELETE
- UPFITTER SWITCHES
- 190AMP(GAS)/250AMP(6.7L) ALTR
- CLOTH 40/20/40 SEAT
- MEDIUM DARK SLATE

### Dealer Add-ons

-----  
**1 Y Install Tailshelf rear of platform at factory**  
-----

-----  
**1 N Cable step ay 24 X 12 blk (1) total**  
**loose**  
-----

-----  
**2 N Tool Box Black TBU4818 (2) total**  
**loose**  
-----

-----  
**2 N Tool Box Mounting Kit**  
-----

-----  
**2 Y TBU Shelf Clips Added shelf clips for both underbody toolboxes**  
-----

-----  
**4 Y Adjustable Shelf TBU (2) for each toolbox under platform**  
**(4) total**  
-----

-----  
**1 N Tool Box Black TBAB722028 72"L x 20"W x 28"H**  
**to include (2) doors**  
**painted black**  
**loose**  
-----

-----  
**(CONTINUED)**

**Quote Number: C0770-25 Page: 1**

**Base Items Continued**  
-----

**2 Y C-Tech 3 Drawer Unit TBAB 2-3",1-4"H drawers**

**38"W x 15"H x 18"D**

**3.688" bottom space**

**includes liner**

**no dividers**

**drawer fronts painted Red**

**black anodized handles**

**250# capacity**

**telescopic shelf on top of unit**

**alum construction**

**installed in above body tool box**

*MW*

(2) units--side by side  
ref SKU# 9451376

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1 Y Mounting Asy, Generator installed on platform curbside front  
spray line floor  
hitch platform, ICC

**Palfinger Liftgate ILP 25** 48 Dual Cylinder Operation with dual hydraulic cylinder locks

Capacity: 2500 LBS Toggle switch, Cab shut-off switch, 150 Amp resettable breaker

Platform: 48" x 80" Premium level ride w/ automatic ground tilt

Finish: Steel Bushings & grease fittings at all pivots

Bed Height: 38" to 52" Platforms w/ flush hinges and combo wedge design

Quantity: 2 Torsion assist on main and tip for easy one hand folding

Bolt-on adjustable mount plates for different chassis widths

800mm Arms - 48" & 54" decks, 900mm Arms - 60" decks

Bumper 16" UHMW w/ bolt kit (1 or 2 step D/B)

**2" receiver hitch** w/ 10,000 # rating (dual cylinder units

Hand held remote - 2 button - coil cord - w/ plug & socket

28" Dock bumpers - 2 step w/ bolt kit (24" first step

**Honda 664350 EM5000SX 120V/240V 5000-Watt 389cc Portable Generator with Co-Minder**

FORD 2018+ CC 7-WAY HARNESS FORD 2018+ CC 7-WAY HARNESS

IN-CAB SHUT OFF SWITCH

FOR LIFTGATE

DUAL CONTROL FOR LIFTGATE

(REMOTE PENDANT CONTROL IN ADDITION TO THE

STANDARD CURB-SIDE FIXED CONTROL)

Custom Light Bar, Whelen Light Bar 22 (JFOBAAAA, JDCA, PCC6W)

(1) JFOBAAAA - Justice CS Wrecker + CON3 Amber

(3) JDCA OPT Justice Add CON3 LED Amber

(1) PCC6W - PCC6W Switch Control Center

Engraved label for Whelan

LED, PORTABLE LIGHT, PERM.SHOE

12300315 Backup Alarm, Ecco 510, 97dB

Installation Labor

## Chassis

- 2 units - Ford F550 DRW 108" CA GAS

## Lead Time:

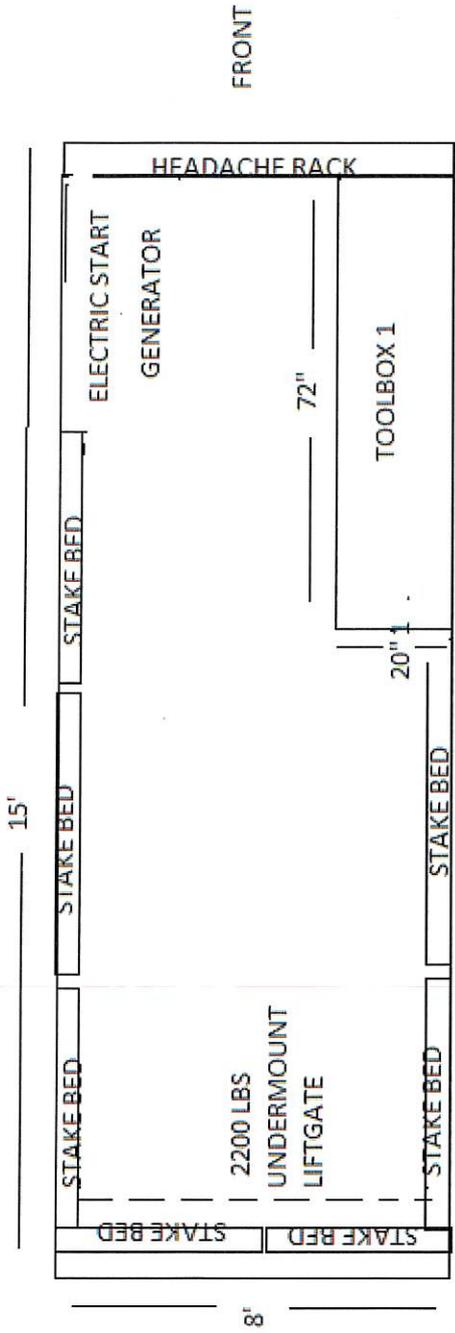
- 8 - 16 weeks at the time a purchase order is issued.
- Delivery to location

REPLACEMENT TRUCKS FOR 224 & 225 (F-550)

NOT TO SCALE

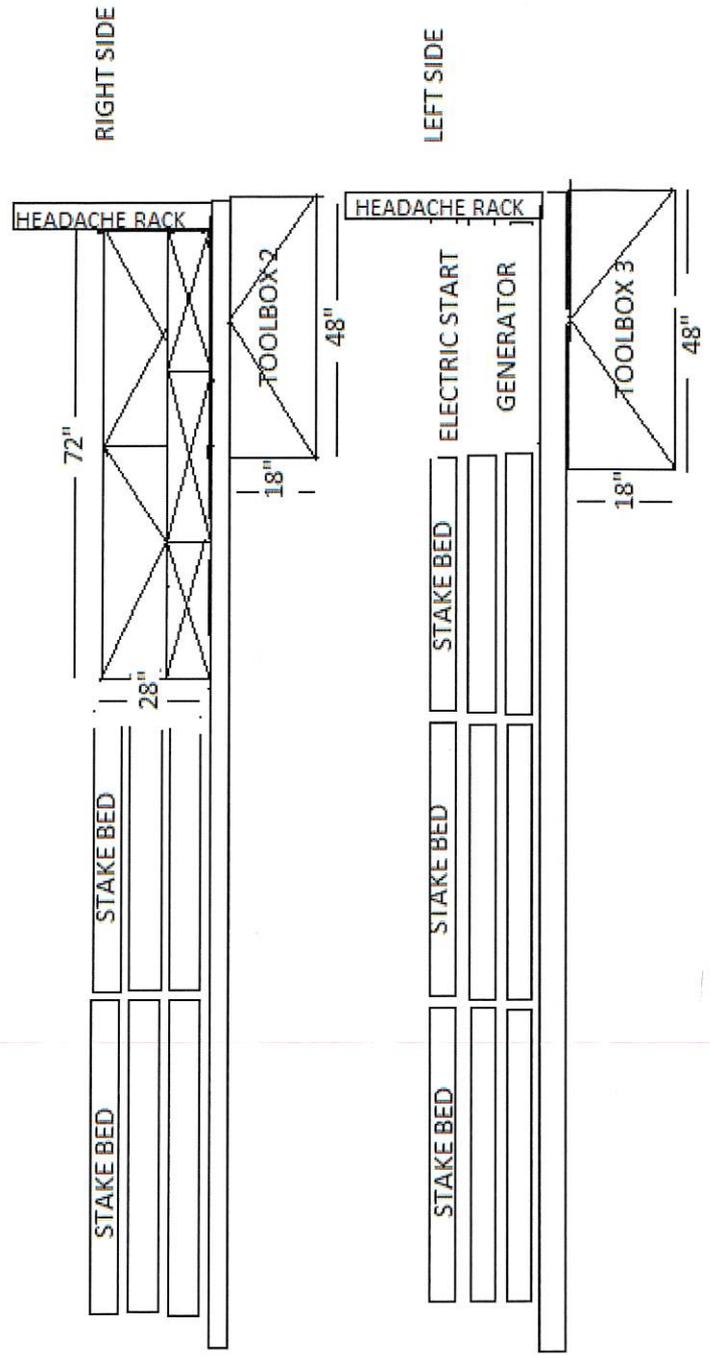
TOOL BOX 1

- ATB Top Mount
- Toolbox Top Doors
- Bottom Drawers 28"H x 20"D x 72"W Black Steel Model S- DU42-282072DT-8X



TOOL BOX 2 @ 3

- Buyers Products 18x18x48 Inch Black Steel Underbody Truck Box with Built-In Shelf - 3-point Latch 1702311





OMNITRANS  
 2024 FORD F-350SD XL  
 VIN: 1FTRF3AA1REE66471  
 STOCK #: 242562  
 SALESPERSON: ANTHONY RODRIGUEZ  
 2/20/2025 3:32 PM

Incentive programs and rebates are estimates, subject to change and verification. Tax Profile: 8.75% Tax

CASH PURCHASE	
Market Value	74,250.00
Discount and Rebate Savings	- 7,502.00
Vehicle (after Savings)	66,748.00
Taxes / Fees	6,494.14
<b>Due On Delivery</b>	<b>73,242.14</b>

**IFB-MNT25-14, Stops and Stations Utility Trucks**  
**2024 Ford F350 Regular Cabs 7.3L Gas 56" CA SRW**  
 Truck # 1 of 6

PURCHASE DETAILS		TAXES AND FEES	
Market Value	74,250.00	Document Prep Fee	85.00
Discount Savings and Rebate	- 7,502.00	License/Title	33.00
Net Vehicle Price	66,748.00	Weight Fee	257.00
		Tire/Battery/VTR	8.75
		Sales/Use Tax	6,110.39
		<b>TOTAL</b>	<b>73,242.14</b>

Thank you, for choosing Puente Hills Ford.



Interest Rates, Pricing, Rebates and Terms are estimates, subject to change and apply only on 2/20/2025.  
 FOR INTERNAL USE ONLY

Puente Hills Ford -- (626) 964-3673

01.06.78.41

## Attachment A - Scope of Work

F350  
60" CA  
SMW

### 1.0 INTRODUCTION AND PROJECT OVERVIEW

- a. OMNITRANS is seeking proposals from qualified parties to provide for purchase six (6) regular cab 7' x 9' stake bed truck. These vehicles are replacing a similar existing vehicles that have reached the end of their useful life and one additional vehicle.

### 2.0 ACRONYMS

- a. AGM: Absorbed Glass Mat  
b. GAWR: Gross Axle Weight Rating  
c. GVW: Gross Vehicle Weight  
d. GVWR: Gross Vehicle Weight Rating  
e. HID: High Intensity Discharge  
f. LED: Light Emitting Diode  
g. OEM: Original Equipment Manufacturer  
h. UV: Ultraviolet  
i. WPC: Wood, plastic composite

### 3.0 GENERAL REQUIREMENTS

- a. The following illustrates a cursory list of requirements. Contractors should refer to the entire specification for actual requirements.
- i. 2024 or newer, 4x2, 3/4 ton heavy-duty truck
  - ii. Towing capacity at least 15,000 pounds
  - iii. Regular cab
  - iv. Cab to axle  $\geq$  84 inches — 60"
  - v.  $\geq$  3,000-pound payload capacity
  - vi. Axle ratio 4.30:1
  - vii. 6.2L V8 unleaded gasoline engine
  - viii. 10 Speed Automatic transmission
  - ix. Heavy duty power front and rear disc brakes with ABS
  - x. Towing package to including weight-carrying hitch and all components, standard upgrades, and electrical and electronic modifications with heavy-duty suspension, front and rear springs, shocks, and front and rear stabilizer bars
  - xi. Tires/wheels, LT245/75R176 E steel radial, spare of the same type
  - xii. Heavy duty alternator (175 amps)
  - xiii. Stock OEM AGM battery
  - xiv. Heavy duty secondary transmission oil cooler
  - xv. 30 to 35-gallon fuel tank

Class V hitch

(xvi) Flat stake bed

(xvii) Traffic hazard lighting

— LED standard rear lights

#### 4.0 DIMENSIONS

- a. All dimensions shown in the forthcoming illustrations are rough measurements meant for planning/illustrative purposes only

#### 5.0 INTERIOR FEATURES

##### a. SEATING

- i. All vinyl bucket seating shall be provided.
- ii. Truck shall not be equipped with a center seat.
- iii. Seats shall be covered in manufacturer's heavy-duty vinyl material.
- iv. Upholstery color shall be manufacturer's standard gray.
- v. Seat batting shall be of heavy-duty construction to minimize distortion from constant use of the vehicle.
- vi. Carhartt or approved equal, 60/40 gray seat covers shall be installed.

##### b. FLOORS

- i. Heavy-duty rubber floor coverings shall be installed.
- ii. Floor mats, shall be color/keyed.
- iii. Driver floor mat to be held captive to the floor.

##### c. WINDOWS

- i. Windows shall be equipped with factory tinted anti-UV light safety glass throughout the vehicle.
- ii. The windshield shall feature anti-glare qualities; factory tinted windows shall be provided throughout the vehicle.
- iii. All glass shall meet applicable Federal safety standards.
- iv. Driver and passenger windows shall be power windows.

##### d. DOORS

- i. Doors shall be electric lock type, remotely controlled.

#### 6.0 INSTRUMENT PANEL

- a. The truck shall be equipped with the manufacturer's standard instrument panel to include a speedometer and odometer.
- b. Gauges and tell-tale lights shall be provided to indicate low oil pressure, water/engine coolant temperature, alternator status, headlight high beam on, turn and hazard signal status, fuel level, voltage, air bag, check engine, parking brake on, fasten safety belt warning and headlight on reminder.
- c. Switches for headlight and dimmer, emergency flashers, windshield wipers and turn signals.
- d. Back-up safety camera (if standard equipment). — FACTORY

## 7.0 VEHICLE ENTRY SYSTEM

- a. Single key locking/ignition system. The door and ignition must work from same key, with two (2) spare keys. (total of three keys).
  - i. Valet keys do not count as spare keys.
  - ii. Electronic or coded keys will be accepted.
- b. Proper deactivation of electronic keys/installation of transponder bypass kit. (Do not tape "key" under dash).
- c. "Keep Alive" system, to enable the engine and all accessories to operate normally when the key is out of the ignition, and the doors are locked.

## 8.0 EXTERIOR FEATURES

- a. Streetside and curbside power mirrors easily controlled by a person sitting in the driver seat shall be included.
- b. Heated mirrors are not acceptable unless standard equipment.
- c. Turn indicators shall be incorporated into the streetside and curbside mirrors.
- d. Westin® 21-4120 - 4" Platinum Cab Length Polished Oval Tube Step Bars or approved equal shall be installed on both sides of the truck.

## 9.0 PAINTING AND TRIM

- a. The exterior color shall be white base with clear coat paint.
- b. The interior color shall be the manufacturer's standard gray.
- c. The truck shall be equipped with body-side molding and door edge guards which are color keyed black vinyl.

## 10.0 DRIVER AND PASSENGER SAFETY EQUIPMENT

- a. The truck shall comply with all U.S. Department of Transportation and State of California safety standards applicable at date of manufacture.
- b. The truck shall be equipped with the manufacturer's standard seat belts.
- c. The truck shall be equipped with driver and passenger side air bag restraint system.
- d. A 15-pound Class A B C dry chemical fire extinguisher shall be installed into an internal location as close to the driver door as possible.
- e. A suitably sized "FIRE EXTINGUISHER INSIDE" decal shall be adhered to the exterior side of the fire extinguisher installed location.

#### 11.0 HEATING/AIR CONDITIONING SYSTEM

- a. The truck shall be equipped with a heating and ventilation system capable of maintaining a comfortable inside temperature.
- b. The defrost system shall be an integral part of the heating system.
- c. The truck shall be equipped with a rear window defroster.
- d. Air conditioner shall comply with all current EPA refrigerant requirements.

#### 12.0 ENGINE

- a. The engine shall be a minimum V-8 gasoline, 6.2-liter unleaded gasoline engine.
- b. The engine shall be compliant with all California emission standards for the relevant model year and engine manufacturer.

#### 13.0 COOLING SYSTEM

- a. The truck shall be equipped with the manufacturer's heavy-duty cooling system to include a heavy-duty radiator, engine oil cooler, and a Hayden "Rapid-Cool" Heavy-Duty Transmission Oil Cooler or approved equal.
  - i. The additional transmission cooler will augment the factory installed transmission fluid cooler.

#### 14.0 TRANSMISSION

- a. The truck shall be equipped with a ten-speed automatic transmission.

#### 15.0 AXLES

- a. The rear axle shall be of manufacturer's standard design with a minimum capability of supporting the GVW and rear axles shall be matched with engine and other power train components to provide smooth acceleration without sacrificing low-end power.
- b. The front axle shall be of manufacturer's standard with a minimum capability of supporting the GAWR.
- c. Differential ratio shall be 4.30:1.

#### 16.0 STEERING

- a. The truck shall be equipped with variable ratio power steering.
- b. The steering mechanism shall be self-centering.

#### 17.0 BRAKES

- a. The service brakes shall be power-assisted disc front and rear.
- b. The emergency brake shall be a mechanical type, actuated by metal cables to the rear wheels.
- c. The truck shall be equipped with an anti-lock brake system.

#### 18.0 WHEELS AND TIRES

- a. Wheel dimensions shall be identical in both the front and rear and of the same specification for interchangeability.
- b. Tires shall be, at a minimum, manufacturer's standard steel belted radial tubeless type.

- c. Rims shall be factory steel.
- d. Rims shall be powder coated factory white.
- e. Rims shall not be alloy rims.
- f. The Contractor shall furnish one (1) loose spare tire mounted on a full-sized rim with the truck.
- g. The truck shall be equipped with rear axle and wheel configuration for single wheels.

#### 19.0 ELECTRICAL SYSTEM

- a. The truck shall be equipped with the manufacturer's standard 12-volt wiring system including one (1) heavy-duty AGM battery.
- b. The truck shall be equipped with an alternator, with the capability to provide a minimum of 175 amps (or the equivalent in generating capacity).
- c. All electrical components shall be powered directly from the main electrical system and grounded to the chassis. Grounding to the body or any other vehicle component other than the chassis is cause for rejection of acceptance of the truck.

#### 20.0 EXTERIOR LIGHTING/BACK-UP ALARM/SPOTLIGHT

- a. The manufacturer's standard HID headlights shall be provided.
- b. The truck shall be equipped with an audible back-up alarm and shall be rated to at least 95 db.
- c. Four (4) Linkin or approved equal ultra slim sync feature 10-LED emergency hazard warning strobe lights (Amber & White) shall be installed onto the rear of the truck bed (2 ea.), (Figure 1.), and onto the front grill area bed (2 ea.), (Figure 2.). *ECC0EC3704AC*
- d. A Golight Radioray ~~QL-2020~~ or approved equal Remote-Control Spotlight - Permanent Mount shall be mounted on the curbside headache rack. *#790146T, Perm Mount Shoe White, LED*
- e. The assembly shall not block any portion of the traffic hazard light bar.

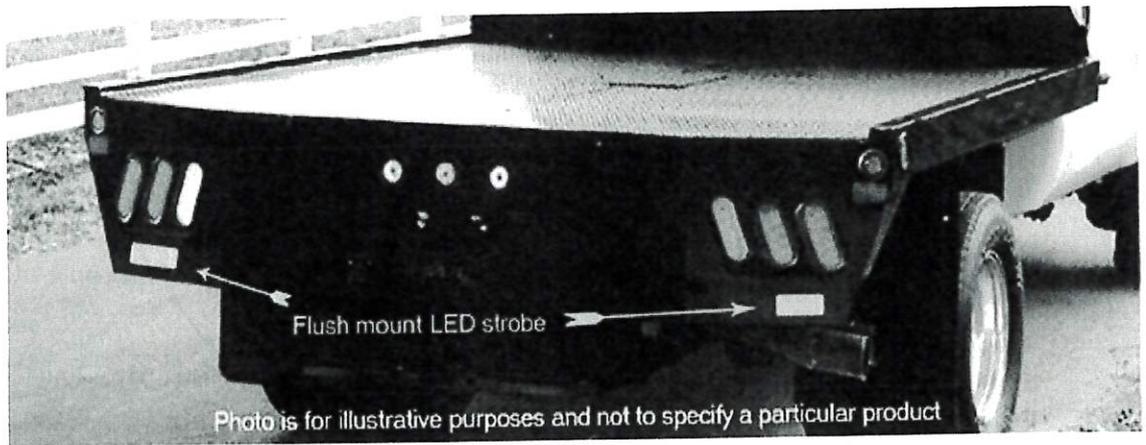


Photo is for illustrative purposes and not to specify a particular product

*Figure 1*



*Figure 2*

## 21.0 STAKE BED AND CAB PROTECTOR

*Knapheide # PVMXT-958180C*

- a. The truck body shall be standard based on the model year 2024 design and shall be equipped with a 1/8-inch-thick, ~~7' X 9'~~ steel diamond-plate deck stake bed. *9.5' X 79.75' W*
- b. The bed gates shall be manufactured with powder-coated black steel stakes and brown WPC materials for the rails. *overcurbed hi-gloss finish coat*
- c. Gate height measured from the top edge of the bed to the top edge of the upper-most rail shall be 16" ± 1/2". *16" High Stake Rails*
- d. Except for the deck, the steel stake bed shall be powder-coated black, including the underside and the deck shall be coated with gray epoxy non-skid coatings conforming to the MIL-PRF-24667C performance specification. *Spray line floor*
- e. Storage boxes will be installed as specified in this document. The gates shall be made to fit to allow for these installations.
- f. A cab protector (headache rack) shall be installed so cargo cannot encroach the driver cab during sudden stops. *BULKHEAD # BH 4080 - Knapheide*
- i. The protector shall conform to basic engineering designs for the application.

## 22.0 TRAFFIC ADVISOR/LIGHT BAR

- a. An amber light-bar (traffic advisor) shall be weatherproof and be mounted using stainless steel hardware and brackets onto the top of the specified cab protector.
- b. The light bar shall not be obstructed by any aftermarket device and clearly visible from any angle around the truck.
- c. The light bar shall be connected to an unswitched 12 VDC power source.
- d. Lightbar controls shall be installed on to the specified control panel. *# PCC6W*
- e. The light bar circuit shall be protected using a fuse position within the truck's main fuse panel. The circuit may be shared with the work light.
- f. The circuitry SHALL NOT be installed using "Tap-In Connectors", "Tap Connectors", "Quick Splices", "T-Tap Connectors" or any other "shortcut" device.
- g. The lightbar shall be a Whelen 62-inch Justice Tow Bar with Brake light's part number JF0BAAAA or approved equal. *✓*
- h. All light bar functions, including brake light feature shall be functional.
- b. All lighting controls shall be mounted on a separate control panel that is freestanding and mounted near the center of the floor near the dash within the reach of the driver and identified with engraved labels.

## 23.0 TECHNICAL DOCUMENTS

- a. The successful Bidder shall supply the following manuals and books and electronic media:
  - i. One (1) each Shop Engine Manual
  - ii. One (1) each Schematic Vacuum Diagram Book

- iii. One (1) each Emission Diagnosis (H) Book
- iv. One (1) each Body and Chassis Manual
- v. One (1) each Parts Manual

#### 24.0 STORAGE

- (a.) Three (3) storage boxes shall be mounted: one (1) on the curbside bed and one (1) on the streetside bed undercarriage and one (1) on the streetside undercarriage. See drawing
- (b.) Storage boxes shall be securely installed
  - i. Water or other contaminants shall be prevented from (sealed) leaking into the interface between the truck bed and storage boxes.
- (c.) The above-bed storage cabinet shall measure 12 1/2" deep, 48" wide and 16 1/2" tall.
  - i. The boxes shall be constructed from 14-gauge steel.
  - ii. The storage boxes shall be ~~weatherproof~~ *weather resistant*
- (d.) The undercarriage storage boxes shall be 16" deep, 30" wide and 14" tall.
- (e.) The storage boxes shall be constructed with materials that are rust and corrosion ~~proof~~ *resistant*
- (f.) All storage boxes shall be lockable using stainless steel hardware and lock shall be keyed alike.
  - i. Two (2) sets of keys shall be provided.

#### 25.0 SERVICE PACKAGE

- a. A comprehensive service package shall be included with this purchase to include the performance or repair of:
- b. All major and minor failures (engine, transmission, shocks, electrical and electronic issues, etc.)
- c. Recommended planned services including engine oil and filter, transmission services and all other services recommended in factory service documentation
- d. Towing for road failures
- e. Consumables such as belts, hoses and fluids
- f. Service package shall be available for 5 years after purchase or 100,000 miles.

#### 26.0 WARRANTY

- a. 100,000 mile per vehicle bumper to bumper warranty for labor and materials
- b. 5-year minimum corrosion protection warranty on the body
- c. Six (6) year/unlimited mileage on utility body.

*Knapheide  
3-year  
limited  
Warranty*

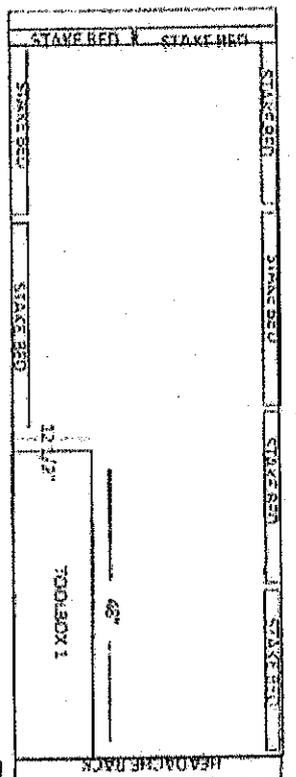
TOOLBOX 1

R41 Top Mount Truck Tool Box Single Door Black Steel Model US8022

REPLACEMENT PARTS

NOT TO SCALE

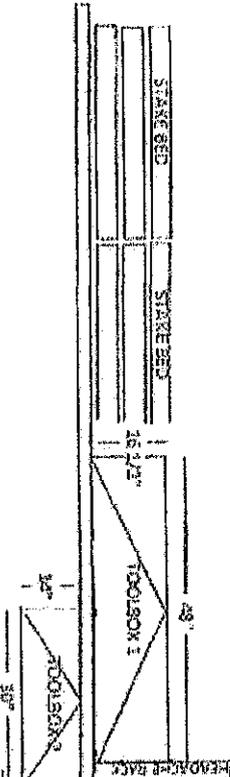
(F-350)



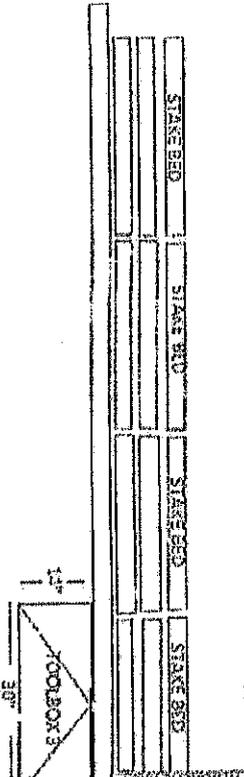
FRONT

TOOLBOX 2 & 3

R41 Underbody Truck Box 30x18x18 Series 14 Fowler Black Steel Model # M012416



RIGHT SIDE



LEFT SIDE

## 27.0 SPECIFICATION COMPLIANCE SUMMARY

- a. All Bidders shall submit a Specification Compliance Summary, addressing each line item, with their bid.
- b. This summary shall address all items of this Specification.
- c. ALL items described with "Approved Equals", in which the bidder wishes to propose a substitute shall provide justification for such an exception.
  - i. Justification shall include cut-sheets, specifications, warranties or other COMPONENT MANUFACTURER documents that shows that the substitute is a true equal.

## 28.0 DELIVERY

- a. Delivery shall be determined by the signed receipt of Omnitrans' designated Project Manager at the point of delivery and may be preceded by a cursory inspection of the truck.
- b. The point of delivery shall be:
- c. Omnitrans- Maintenance Department  
Victoria Chesney, Technical Services Manager, (909) 379-7179, or Craig Butler (909) 379-7153,  
Stops and Stations Supervisor,  
1700 West Fifth Street, San Bernardino, CA 92411-2499
- d. Delivery shall be FOB point of delivery by common carrier driveaway.
- e. The agreed upon date of delivery shall be determined by mutual agreement between contractor and Omnitrans' designated Project Manager.
- f. The truck may be delivered Monday through Friday; no truck may be delivered Saturdays, Sundays or holidays. Hours of delivery shall be 8:00 a.m. through 4:00 p.m. PST.

## 29.0 TITLE

- a. Required documents for securing the vehicle in San Bernardino, California, shall be provided to Omnitrans at the time each vehicle is received by Omnitrans. Complete vehicle registration services up to and including delivery of valid license plates shall be provided.

## 30.0 VEHICLE ACCEPTANCE

- a. Within five (5) calendar days after arrival at the designated point of delivery, Omnitrans shall notify the Contractor of its acceptance or rejection of the truck.
- b. Omnitrans may require the Contractor, or its designated representative, to perform repairs after non-acceptance. Omnitrans shall make the vehicle available to complete repairs timely with the Contractor's repair schedule.
- c. The Contractor shall provide, at its own expense, all spare parts, tools and space required to complete repairs. At Omnitrans' option, the Contractor may be required to move the vehicle from Omnitrans' property while repairs are being completed. If the vehicle is removed from Omnitrans' property, repair procedures must be diligently pursued by the Contractor or its representative, and the Contractor shall assume risk of loss while the vehicle is under its control.

# ATTACHMENT D – DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS

## Disadvantaged Business Enterprise (DBE) Participation

### I. Race-Neutral DBE Participation

The Contractor is required to submit a DBE Race-Neutral Participation Listing to identify DBE subcontractor(s) proposed in the performance of this U.S. DOT-assisted contract, and further agrees to ensure that DBE subcontractors listed in the “DBE Race-Neutral Participation Listing” perform work and/or supply materials in accordance with original commitments, unless otherwise directed and/or approved by the Omnitrans prior to the Prime Contractor effectuating any changes to its race-neutral DBE participation commitments. The Contractor is required to submit this form whether or not DBE subcontractors have been proposed.

Prime Contractor shall ensure the DBE information submitted shall include the North American Industry Classification System (NAICS) code applicable to the kind of work the DBE subcontractor(s) will perform on the contract.

In the event the Contractor commits to utilizing a DBE in the performance of this contract after contract award, the Contractor will comply with the same reporting requirements delineated above and submit a “DBE Race-Neutral Participation Listing” for new DBE commitments made after award and during contract performance.

### II. DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), Omnitrans has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR, Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.”

The project is subject to these stipulated regulations and Omnitrans’ DBE Program. In order to ensure that Omnitrans achieves its overall DBE Program goal, Omnitrans encourages the participation of DBEs as defined in 49 CFR, Part 26 in the performance of contracts financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these regulations, it is also the policy of Omnitrans to:

Fulfill the spirit and intent of the Federal DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBE’s have equitable access to participate in all of Omnitrans’ and identified Prime Contractor DOT-assisted contracting opportunities.

- a. Ensure that DBEs can fairly compete for and perform on all DOT-assisted contracts and subcontracts.
- b. Ensure non-discrimination in the award and administration of Omnitrans’ DOT-assisted contracts.
- c. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
- d. Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs in DOT-assisted contracts.
- e. Help remove barriers to the participation of DBEs in DOT-assisted contracts.
- f. Assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.

# ATTACHMENT D – DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS

Contractor will not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Any terms used in this section that is defined in 49 CFR, Part 26, or elsewhere in the Regulations, will have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and Omnitrans' DBE Program with respect to DOT-assisted contracts, the Regulations will prevail.

### III. Omnitrans' Race-Neutral DBE Policy Implementation Directives

Pursuant to Race-Neutral DBE policy directives issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in *Western States Paving Co. v. Washington State Department of Transportation*, Omnitrans has implemented a wholly Race-Neutral DBE Program.

A Race-Neutral DBE Program is one that, while benefitting DBEs, is not solely focused on DBE firms. Therefore, under a Race-Neutral DBE Program, Omnitrans does not establish numeric race-conscious DBE participation goals on its DOT-assisted contracts. However, the Prime Contractor will adhere to race-neutral DBE participation commitments made at the time of contract award.

### IV. Definitions

The following definitions apply to the terms as used in these provisions:

- a. "Disadvantaged Business Enterprise (DBE)" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- b. "Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Subcontinent Asian Americans, women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, pursuant to 49 CFR part 26.65. Members of the following groups are presumed to be socially and economically disadvantaged:
  1. "Black Americans" which includes persons having origins in any of the Black racial groups of Africa;
  2. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  3. "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians;
  4. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust

## **ATTACHMENT D – DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS**

Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

5. “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka; and
  6. Women.
- c. “Owned and Controlled” means a business: (a) which is at least 51 percent owned by one or more “Socially and Economically Disadvantaged Individuals” or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more “Socially and Economically Disadvantaged Individuals”; and (b) whose management and daily business operations are controlled by one or more such individuals.
  - d. “Distributor” A DBE distributor is an established business that engages in the regular sale or lease of the items specified by the contract. A DBE distributor assumes responsibility for the items it purchases once they leave the point of origin (*e.g.*, a manufacturer's facility), making it liable for any loss or damage not covered by the carrier's insurance.
  - e. “Manufacturer” means a firm that owns (or leases) and operates a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications. Manufacturing includes blending or modifying raw materials or assembling components to create the product to meet contract specifications. When a DBE makes minor modifications to the materials, supplies, articles, or equipment, the DBE is not a manufacturer. Minor modifications are additional changes to a manufactured product that are small in scope and add minimal value to the final product.
  - f. “Regular Dealer” means a firm that owns (or leases) and operates, a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in sufficient quantities, and regularly sold or leased to the public in the usual course of business.
  - g. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- V. Race-Neutral DBE Submission and Ongoing Reporting Requirements (Post- Award)

Contractor shall report both DBE and non-DBE subcontractor payment details to Omnitrans using the web-based system by the 15th of each month. The web-based system allows Contractor to manage their own records, maintain accurate contract award information, and report subcontractor payment details online.

Use of the web-based system is mandatory for the Contractor and subcontractor to use unless Omnitrans instructs otherwise in writing to Contractor. A Contractor account will be created after award, which will allow Contractor to enter data into the web-based system via an internet browser. After award, Contractor will receive instructions to set up their account and enter required subcontractor data. Contractor must require each of its subcontractors to enter required payment verification information into the web-based system. Subcontractors with lower tier subcontractors must require lower tier subcontractors to enter required payment data

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into the web-based system. Failure of Contractor or its subcontractors to enter required information on a timely basis may result in delay of payment by Omnitrans and may subject Contractor to withholding of payments or penalties for noncompliance.

If Omnitrans approves in writing the use of a form instead of the web-based system to report monthly payments to subcontractors, Contractor will complete and submit the following exhibit at the times specified:

### **Summary Subcontractors Paid Monthly Report and Payment Verification: (Requires Omnitrans Approval in Writing).**

The Contractor will be required to complete and submit a Form 103 to Omnitrans designee by the 15<sup>th</sup> of each month until completion of the contract to facilitate reporting of all subcontractor payments, including DBE firms, following the first month of contract activity. The Contractor will report the total dollar value paid to all subcontractors, including DBEs, for the applicable reporting period. The Contractor will also report the subcontractor's scope of work and the total subcontract value of commitment for each subcontractor reported.

Upon completion of the contract, the Contractor will be required to prepare and submit to Omnitrans a "Summary Subcontractor Paid Monthly Report and Payment Verification" (Form 103) clearly marked "Final" to facilitate reporting and capturing actual subcontractor payments. Contractor will complete and submit a Final Form 103 whether or not DBEs were utilized in the performance of the contract.

Contractor is advised not to report the participation of DBEs toward the Contractor's race-neutral DBE attainment until the amount being counted has been paid to the DBE.

Contractor is responsible for providing subcontractor's proof of DBE Certification.

Contractor and subcontractors are subject to periodic audits by Omnitrans and or their designated representative. Program audits serve as a part of Omnitrans assessing program compliance. The audit may include comprehensive review of program related forms, documents and procedures, including but not limited to site visits. The information presented for review shall be provided in an auditable manner.

### **VI. DBE Eligibility and Commercially Useful Function Standards**

- a. A DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- b. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.
- c. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- d. A DBE must perform a commercially useful function in accordance with 49 CFR 26.55 (i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.) A DBE

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should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.

- e. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:
  - 1. The CUCP website, accessed at <https://californiaucp.dbesystem.com/>.
  - 2. The CUCP DBE Directory, which may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815; Telephone (916) 445-3520.

### **VII. DBE Crediting Provisions**

When a DBE is proposed to participate in the contract, either as a Prime Contractor or Subcontractor, only the value of the work proposed to be performed by the DBE with its own forces may be counted toward race-neutral DBE participation. If the Contractor is a DBE joint venture participant, only the DBE proportionate interest in the joint venture will be counted.

- a. If a DBE intends to subcontract part of the work of its subcontract to a lower tier Subcontractor, the value of the subcontracted work may be counted toward race-neutral DBE participation only if the DBE Subcontractor is a certified DBE and actually performs the work with their own forces. Services subcontracted to a non-DBE firm may not be credited toward the prime Contractor's race-neutral DBE attainment.
- b. Contractor is to calculate and credit participation by eligible DBE vendors of equipment, materials, and suppliers toward race-neutral DBE attainment, as follows:
  - 1. Sixty percent (60%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a regular dealer; or
  - 2. One hundred percent (100%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a DBE manufacturer.
  - 3. Forty percent (40%) of the cost of materials or supplies (including transportation costs) if the materials or supplies are purchased from a DBE distributor that neither maintains sufficient inventory nor uses its own distribution equipment for the products in question.
- c. The following types of fee or commissions paid to DBE Subcontractors, Brokers, and Packagers may be credited toward the prime Contractor's race-neutral DBE attainment, provided that the fee or commission is reasonable, and not excessive, as compared with fees or commissions customarily allowed for similar work, including:
  - 1. Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Contract;
  - 2. Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
  - 3. Fees and commissions charged for providing any insurance specifically required in the performance of the Contract.

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- d. Contractor may count the participation of DBE trucking companies toward race-neutral DBE attainment, as follows:
  1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
  2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
  3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
  4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
  6. For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
  7. If the Contractor listed a non-certified DBE 1<sup>st</sup> tier Subcontractor to perform work on this contract, and the non-certified DBE subcontractor subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified Subcontractor or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward race-neutral DBE participation on the contract.

### **VIII. Performance of DBE Subcontractors**

DBE subcontractors listed by the Prime Contractor in its “DBE Race-Neutral Participation Listing” submitted at the time of proposal submission or added during performance of the contract will perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization from Omnitrans to perform the work with other forces or to obtain the materials from other sources.

The Contractor will provide written notification to Omnitrans in a timely manner of any changes to its anticipated DBE participation. This notice should be provided prior to commencement of that portion of the work and the Prime Contractor shall demonstrate good faith efforts in continuing doing business with DBE's.

Contractor cannot fully or partially terminate or substitute a DBE subcontractor without good cause and prior written consent from Omnitrans. This includes, but is not limited to, instances in which a prime seeks to perform work originally designated for a DBE with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. If the Contractor fails to obtain written consent, the Contractor shall not be entitled to any payment for work or material

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unless it is performed or supplied by the listed DBE(s). Contractor shall exercise good faith efforts to replace the original DBE subcontractor with another DBE firm for at least the same amount remaining on the original DBE's subcontract.

### **IX. Additional DBE Subcontractors**

In the event Contractor identifies additional DBE subcontractors or suppliers not previously identified by Contractor for race-neutral DBE participation under the contract, Contractor will notify Omnitrans by submitting the form "DBE Race-Neutral Participation Listing" to enable Contractor and Omnitrans to capture all race-neutral DBE participation.

### **X. DBE Certification Status**

If a listed DBE subcontractor is decertified during the life of the project, the decertified subcontractor will notify the Contractor in writing with the date of decertification. The Contractor will furnish the written documentation to Omnitrans in a timely manner.

### **XI. Contractor's Assurance Clause Regarding Non-Discrimination**

In compliance with State and Federal anti-discrimination laws, the Contractor will affirm that they will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, the Contractor will affirm that they will consider, and utilize subcontractors and vendors, in a manner consistent with non-discrimination objectives.

Contractor (and each subcontract the Contractor signs with a subcontractor) must include the following assurance: Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying the contractor from future bidding as non-responsible.

### **XII. Prompt Payment**

Omnitrans has, by a contract clause pursuant to 49 CFR 26.29; "Prompt Payment Mechanisms for Recipients", adopted a prompt payment provision on all DOT-assisted contracts, to facilitate timely payment to all subcontractors. Prompt payment requirements flow down to all lower tier subcontractors. This provision, governing the payment to subcontractors (DBEs and non-DBEs), requires the Prime Contractor to issue payment to all subcontractors for satisfactory work performed, no later than seven (7) days from Contractor's receipt of payment from Omnitrans. A provision will also apply to the disbursement of retention proceeds withheld by Prime Contractor, requiring the prompt return of retention payments from Contractor to the subcontractor no later than seven (7) days Omnitrans after the subcontractor's work is satisfactorily completed. Prime Contractor will incorporate these

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prompt payment provisions in all subcontract agreements issued by Prime Contractor with respect to this Contract.

In accordance with §26.29 “Prompt Payment Provisions,” Omnitrans at its discretion, utilizes the following method to comply with the prompt payment of retainage requirement:

Hold retainage from the Prime Contractor and require a contract clause obligating Prime Contractor to make prompt and full payment of any retainage kept by Prime Contractor to the subcontractor within 7 days after the subcontractor’s work is satisfactorily completed.

Failure to comply with these prompt payment provisions or delay in issuing payment without prior written approval from Omnitrans will constitute noncompliance, which will result in the application of appropriate administrative sanctions, including, but not limited to, a penalty of 1% of the amount due per month to the affected subcontractor for every month that payment is not made.

Contractor will not be reimbursed for work performed by subcontractors unless and until the contractor ensures that the subcontractors are promptly paid for the work performed. Contractor shall include a prompt payment clause that complies with local, state, and federal prompt payment requirements in all subcontracts entered into under this contract. Should contractor fail to meet subcontractor prompt payment requirements for two (2) consecutive subcontractor payments without good cause, OMNITRANS may impose appropriate penalties for failure to comply with prompt payment requirements.

### **XIII. Records Retention**

Prime Contractor shall maintain all DBE program records, including a thorough and updated bidder’s list.

Omnitrans requires prime contractors to maintain records of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for Omnitrans’ financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of Omnitrans or DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

### **XIV. Bidders List**

The U.S. Department of Transportation (DOT) requires Omnitrans to maintain a “Bidders List” containing information about all firms (DBE and non-DBE) that bid, propose or quote on Omnitrans’ DOT-assisted contracts, in accordance with 49 CFR Part 26.11, for use in the Omnitrans’ overall triennial DBE goal-setting process. Therefore, the Contractor shall provide at a minimum, the following requested information for every firm who submitted a quote, bid, or proposal, including the primary Contractor, whether successful or unsuccessful in their attempt to obtain a contract:

- a. Firm name
- b. Firm address
- c. Status of DBE or non-DBE
- d. Age of the business

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- e. Range of annual gross receipts for the last year
- f. Race and gender of firm's majority owner
- g. NAICS code applicable to each scope of work the firm seeks to perform in its bid

A Bidders List form is attached for completion by Contractor. It is the responsibility of the Contractor to verify accuracy of information submitted by each subcontractor. The Bidders List content will not be considered in evaluating the bid/proposal or determining award of the contract.