

San Benito County Local Transportation Authority

Invitation for Bid (IFB) # 2009-004

FOR

Bus Stop Signs, Hardware, and Poles

IFB DUE:
December 10, 2009
10:00 a.m. PST

San Benito County Local Transportation Authority
330 Tres Pinos Road, Suite C7
Hollister, CA 95023

CONTACT:
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Transportation Planner
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San Benito County Local Transportation Authority

Invitations for Bids #2009-004

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SECTION I. GENERAL INFORMATION

The San Benito County Local Transportation Authority, herein referred to as "LTA", is seeking sealed bids from fully licensed and insured manufacturers or distributors of bus stops, hardware and poles for County Express.

The County of San Benito is a 1,391 square mile bedroom community to Silicon Valley and has a vibrant agricultural economy. The county seat is the City of Hollister, where most of the public transportation is located. The County population is roughly 58,000. The City of San Juan Bautista, which has several nationally recognized Historical Sites and is a Preserve America Community, has a population of roughly 1,800.

The Local Transportation Authority is the designated Consolidated Transportation Services Agency (CTSA) for San Benito County. The LTA is a Joint Powers Authority between the City of Hollister, City of San Juan Bautista and the County of San Benito. The Board of Directors consists of two elected officials from each of the City of Hollister and the County of San Benito and one elected official from the City of San Juan Bautista.

- End Section 1 -

SECTION 2. INSTRUCTIONS TO BIDDERS

2.1 Preparation of IFB

Bidders shall submit the completed Invitation for Bid (IFB) with appropriate attachments or explanatory materials. All attachments shall be identified with the Bidder's name and IFB number. No oral, telegraph, telephone, facsimile, electronic responses or photocopies will be accepted. IFBs must be completed in ink, typewritten, or word-processed.

2.2 IFB Documents

The following, in addition to this IFB, constitute the IFB documents:

- EXHIBIT A – Bus Stop Designs and Dimensions
- EXHIBIT B – Sign Bracket Set
- EXHIBIT C – Prospective Bidder Fact Sheet
- EXHIBIT D – Customer References
- EXHIBIT E – Non-Collusion Declaration
- EXHIBIT F – Lobbying Certification
- EXHIBIT G – Disadvantaged Business Enterprise Program
- EXHIBIT H – Buy America Provision

2.3 IFB Process Schedule

The following is an anticipated IFB and engagement schedule. The LTA may change the estimated dates and process as deemed necessary.

The proposed schedule for the submittal reviews and notification is as follows:

Activity	Date
Release IFB	November 20, 2009
Advertise IFB – Online at www.SanBenitoCountyExpress.org	November 20, 2009
Deadline for Written Questions	December 1, 2009
Deadline for Issuance of Updates and Addendums	December 4, 2009
Deadline for Submittals	December 10, 2009
Approximate award date	December 17, 2009

2.4 Submission of Bid to IFB

Bidder shall submit the following:

- Two (2) sets: an original and one (1) copies of the completed IFB and the following Exhibits:
 - EXHIBIT C – Prospective Bidder Fact Sheet
 - EXHIBIT D – Customer References
 - EXHIBIT E – Non-Collusion Declaration
 - EXHIBIT F – Lobbying Certification
 - EXHIBIT G – Disadvantaged Business Enterprise Program
 - EXHIBIT H – Buy America Provision

Bids to the IFB shall be delivered in a **sealed envelope clearly marked** as **IFB #2009-004** assigned by the LTA, addressed to:

Local Transportation Authority
Attn: Lisa Rheinheimer, Executive Director
330 Tres Pinos Road, Suite C7
Hollister, CA 95023

2.5 On Site Inspection

On site inspection of Bidder's facilities may be required by the Authority to ascertain that facilities and equipment will suffice for the required specifications.

2.6 Public Opening of IFB

There will be a public opening for this IFB on December 10, 2009 at 10:15 a.m. at the LTA office Bidders and their representatives are welcome to attend.

2.7 Multiple Bids

Only one IFB will be accepted from any one person, partnership, corporation or other entity; however, several alternatives may be included in one bid.

2.8 Itemized Bidding

All bidders are welcome to bid all the items listed in the official bid form. However, if the bidder is unable to provide a bid for some of the items, please indicate so on the official bid form.

2.9 Updates and Addendums

No one is authorized to amend any of these documents in any respect by an oral statement or to make any representation or interpretation in conflict with their provisions. Any changes to these documents will be issued in writing via Addendum by the Executive Director or designee.

Bidders shall be responsible for continually checking the Local Transportation Authority's website at www.SanBenitoCountyExpress.org for the most current information regarding this bid. Current information may be in the form as an update or a formal addendum. The last day of updates and addendums posted on above the mentioned website by will be December 4, 2009 at 11:59 p.m. PST.

2.10 Late Bids

All bids must be delivered in person or received by mail no later than December 10, 2009 at 10:00 a.m. PST. Bidders shall be responsible for the timely delivery of their IFBs. Bids received after the deadline will not be considered, and will be returned unopened.

2.11 Point of Contact

All questions regarding this IFB shall be directed to Betty LiOwen by e-mail at betty@sanbenitocog.org or by fax at (831) 636-4160. No other individual has the authority to respond to any questions submitted unless specifically authorized by Lisa Rheinheimer. Failure to adhere to this process may disqualify the Bidder.

2.12 Non-Collusion Declaration

Bidder shall execute a Non-Collusion Declaration on the form furnished by the LTA. EXHIBIT E is attached to the IFB.

2.13 References

Bidder shall submit EXHIBIT D – Customer References with the bid.

2.14 IFB Evaluation Criteria

If an award is made, it will be made to the lowest responsive and responsible bidder(s). In addition to the total bid price, other factors including prior performance, maintenance costs, warranty provisions, and delivery time may be considered.

2.15 Reservations

The LTA reserves the right to do the following at any time and for its own convenience, at its sole discretion:

- To reject any and all bids, without indicating any reasons for such rejection
- Waive or correct any minor or inadvertent defect, irregularity or technical error in any bid or procedure, as part of the IFB or any subsequent negotiation process
- Terminate this IFB and issue a new Invitation for Bid anytime thereafter
- Procure any materials or services specified in the IFB by other means

- Extend any or all deadlines specified in the IFB, including deadlines for accepting bids by issuance of an Addendum at any time prior to the deadline for receipt of bids
- Disqualify any Bidder on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the bid or other data available to the LTA. Such disqualification is at the sole discretion of the LTA
- Reject any Bidder that is in breach of or in default under any other agreement with the LTA
- Reject any Bidder deemed by the LTA to be non-responsive, unreliable, unqualified or irresponsible

2.16 Notification of Withdrawals of Bids to IFBs

Bids may be modified or withdrawn prior to the date and time specified for submission by an authorized representative of the bidder or by formal written notice. All bids not withdrawn prior to the bid due date will become the property of the LTA.

2.17 Interpretation

Should any discrepancies or omissions be found in the IFB specifications/requirements, or doubt as to their meaning, the bidder shall notify the Buyer in writing at once (e-mail is acceptable). The Authority will post updates or addenda on its website (www.SanBenitoCountyExpress.org). The Authority shall not be held responsible for oral interpretations. Questions must be received by December 1, 2009. All addenda issued shall be incorporated into the Contract.

2.18 Notice of Intent to Award

Notice of Intent to Award may be issued upon receipt of all required documents.

2.19 Pre-Award Conference

If requested, successful Bidder(s) shall meet with the Authority representatives prior to the Award of Contract to review the specifications and finalize the initiation of the proposed Contract.

2.20 Execution of Agreement

Upon successful reference checks, evaluations and receipt of all required documents, the agreement must be executed by both parties.

2.21 Proprietary Information

All information appearing within the bid is subject to Public inspection. Any proprietary information must be clearly marked as such and submitted in a separate sealed envelope. Reference sealed envelope within the body of the bid.

2.22 Brand Names, Model Designations and Descriptions

Technical equipment specifications contained in this IFB have been provided by the using department(s)/agencies. Any brand names, model designations or descriptions that may appear in this IFB are solely for prospective bidder's reference, and are used only as an indication of the general type and quality of equipment considered acceptable. Equipment and features listed herein are known to meet the performance and quality needs of user and are intended as a guide to prospective bidders. Bids on equipment of comparable quality and performance capabilities will receive consideration, providing they meet the

technical approval of the LTA requesting department(s)/agencies and conform to conditions of this IFB concerning exceptions, variances and/or deviations.

2.23 Exceptions and/or Deviations

No exceptions to or deviations from this specification will be considered, unless each exception or deviation is specifically stated by the bidder as an exception on the bid form and accompanied by a detailed statement completely defining the exception and/or deviation. The manufacturer's name, product name or trade name, and catalog or part number must be shown on the IFB in the designated places; however, that information is not sufficient evidence that the bidder is making an exception. If no exception or deviation is shown, the bidder will be required to furnish the equipment exactly as specified herein. The burden of proof of compliance with this specification will be the responsibility of the bidder. The LTA reserves the right to reject, as unresponsive, any bid not containing all information requested by the LTA.

2.24 Licensing

Bidder shall submit proof of a valid contractor's license with the bid. If the bidder is subcontracting the services outlined in Section 3.7, the subcontractor must be licensed in the State of California to provide the services. The subcontractor's license shall be submitted with the bid.

2.25 Insurance

Without limiting the successful bidder's and subcontractor's duty to indemnify the LTA, bidder and subcontractor shall comply with the insurance coverage requirements set forth in Section 2.25.

The bidder and subcontractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from the bidder's and subcontractor's execution of the work, whether such execution be by the bidder, any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. Claims under worker's compensation, disability benefit and other similar employee benefit acts;
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;
- d. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the bidder, or (2) by any other person; and
- e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

Each policy shall be issued by a company authorized by law to transact business in the State of California.

Each policy shall provide that LTA shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof.

The required coverage shall be maintained in effect throughout the term of this contract.

Bidder shall require all subcontractors performing work under this IFB to obtain substantially the identical insurance coverage required of bidder pursuant to this IFB.

The bidder shall procure and maintain in full force and effect, at the bidder's own expense, and in case any work is sublet, the bidder shall require such subcontractor similarly to procure and maintain in full force and effect, at the bidder's or subcontractor's own expense, during the term of this IFB, insurance policies as hereinafter specified, with policy limits of coverage specified in Section 2.25 of the IFB or in the minimum coverage requirements set forth in this section, whichever amount is higher:

- f. Bidder's Comprehensive General and Excess Public Liability and Property Damage Insurance, including vehicle coverage, issued to the bidder and protecting the bidder from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this IFB, whether such operations be by the bidder or by any subcontractor employed by the bidder or anyone directly or indirectly employed by the bidder or by a subcontractor employed by the bidder, and shall provide an endorsement naming the LTA and its officers, agents and employees as additional insureds. The minimum coverage requirements are as follows:
- For personal injury claims, the insurance policy shall provide coverage in an amount not less than \$500,000 for all damages arising out of bodily injury, including death at any time resulting there from, sustained by any one person in any one accident and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident.
 - For property damage claims, the insurance policy shall provide coverage with a limit of liability of not less than \$250,000 for all property damage sustained by any one person in any one accident and a limit of liability of not less than \$500,000 aggregate for any such damage sustained by two or more persons in any one accident.

Prior to commencement of work by the bidder or any subcontractor and prior to any obligation by the LTA, the bidder shall file Certificates of Insurance acceptable to the LTA, showing that the bidder and all subcontractors have in effect the insurance required by this IFB. The certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least 15 days prior written notice has been given to the LTA. The bidder shall file a new or amended certificate promptly after any change is made in any insurance policy that would alter the information on the certificate then on file.

In lieu of providing proof of insurance, the bidder may provide proof of self-insurance meeting requirements equivalent to those imposed herein. The bidder shall warrant that the bidder's or subcontractor's self-insurance provides substantially the same protection to the LTA as the insurance required herein. The bidder further agrees to notify the LTA in the event any change in self-insurance occurs that would alter the obligations undertaken in this IFB within 15 days of such change.

In accordance with section 3700 of the Labor Code, the bidder shall procure and maintain, at the bidder's own expense, during the contract time, in accordance with the provisions of the laws of the state in which the work is performed, Worker's Compensation Insurance, including occupational disease provisions, for all of the bidder's employees at the site of the project and in case any work is sublet, the bidder shall require such subcontractor similarly to provide Worker's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the bidder. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Worker's Compensation statute, the bidder shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

- End Section 2 -

SECTION 3. SPECIFICATIONS AND REQUIREMENTS

3.1 General Description

The specifications described below set forth the minimum requirements for the quantity and quality of work to be provided hereunder. The items to be purchased shall meet or exceed the specifications attached hereto. As used herein, the term "work" refers to the articles, equipment, materials, supplies and labor as specified, designated or otherwise required by the Invitation for Bids (IFB). Additional terms, conditions and requirements pertaining to the methods and manner of performing the work are described elsewhere in the IFB.

Except where specified to the contrary herein, all work shall be new and shall be supplied with the equipment and accessories indicated as standard equipment in manufacturer's published descriptions, owner's manuals, and other literature for said work. No advantage shall be taken by the bidder in omitting any unspecified minor article that goes into making the unit complete.

3.2 Product Specifications

3.2.1. Bus Stop Signs

A. Construction

Bus stop signs shall be made of aluminum substrate with 0.080" thickness and 5052-H38 alloy. Each sign shall have reflective sheeting background with the engineering grade ASTM Type I and have a premium anti-graffiti film overlay.

B. Sign Designs and Dimensions

The designs of the bus stop signs and dimensions for IFB # 2009-004 have been included in EXHIBIT A- Bus Stop Signs and Dimensions.

3.2.2. Bus Stop Sign Hardware

A. Bus Stop Sign Post

The bus stop sign post shall have the following specifications:

- 2" inside diameter
- 2 3/8" outside diameter
- Galvanized steel 13 gauge
- 10 ft. length

B. Sign Bracket Set

One sign bracket set shall consist of the following zinc plated steel:

- Slot length: 5 1/2"
- Slot width: 0.28"
- Fits over 2 3/8" OD round pipe post
- Set of screws

The sign bracket set will be used with the bus stop sign post in Section 3.6.2.A. A picture of the bracket set has been included in EXHIBIT B – Sign Bracket set. If a

different bracket set is proposed, bidder is required to submit one sample and specifications for the proposed bracket with a completed bid.

3.3 Standards

3.3.1 Materials

All aluminum shall conform to the standards of the Aluminum Association.

3.3.2 Performance

All items provided under IFB #2009-004 shall have a useful life of at least five (5) years. If the useful life differs from five (5) years, the manufacturer shall submit a suggested useful life in the bid.

3.3.3 Quality Assurance

Manufacturer shall have a minimum of 10 years experience in the manufacture of outdoor metal signage.

3.4 Submittals

Bidder shall submit manufacturer's statement of certification that materials meet or exceed these specifications.

3.5 Delivery and Storage

Signs and hardware accessories shall be delivered to destination in clearly labeled packages.

3.6 Warranty

Manufacturer shall warrant that signs and hardware parts be free from defect in parts for a period of one year. Manufacturer shall maintain inventory of replacement parts for five years.

3.7 Services

A. Bus Stop Sign Replacement

The bus stop sign replacement task includes removal of the existing sign and sign bracket at existing bus stop posts and installing a new bus stop sign and sign bracket on the existing bus stop post.

B. Bus Stop Removal

The bus stop removal task includes the physical removal of an existing bus stop post embedded in the sidewalk.

C. Bus Stop Installation

The bus stop installation includes embedding a new bus stop post in existing sidewalk and installing a new bus stop sign with a sign bracket.

D. Bus Stop Removal and Installation

The bus stop removal and installation task includes replacement of an existing bus stop post embedded in sidewalk with a new bus stop sign set at the same location. The new bus stop sign set includes one bus stop sign post, one sign bracket and a new bus stop sign.

- End Section 3 -

SECTION 4. STANDARD TERMS AND CONDITIONS

4.1 Invoicing

The County Auditor Controller will only pay by original invoice. No invoices for partial shipments shall be authorized for payment without prior approval by the Auditor Controller. Invoices in triplicate must be made to LTA. Invoices must show purchase order number, name of requesting department, description of items purchased, unit prices, and all applicable taxes and shipping charges.

4.2 Controlling Law

The Contract shall be governed and construed in accordance with the laws of the State of California and proper venue for legal action regarding the Contract shall be the County of San Benito.

4.3 Price Decline

In the event of a price decline or if the Contractor contracts with another government entity for the same product at lower prices than offered herein, with other terms and conditions being equal, then bidder shall immediately extend those same lower prices to the LTA.

4.4 Taxes, Charges and Extras

4.4.1. Unless otherwise definitely specified, the prices quoted herein do not include Sales, Use or other taxes. Phrases on any bid reading "Full Contract Price" or "Lump Sum Price" shall require prospective bidder to include such taxes, as may be valid and applicable, in the bid price. No additional tax charges shall be allowable when these phrases are used.

4.4.2 No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, except taxes legally payable by the LTA, will be paid by the LTA unless expressly included and itemized in the bid.

4.4.3. The LTA does not pay Federal Excise Taxes. Do not include these taxes in your price; but do indicate the amount of any such tax. The LTA will furnish an exemption certificate in lieu of such tax.

4.5 Award

4.5.1. Unless the prospective bidder specifies otherwise in his/her bid, or the Invitation for Bid states otherwise, the LTA may accept any item or group of items of any bid.

4.5.2. The LTA reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.

4.5.3. The LTA and the successful bidder shall enter into a contract for the performance of work. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.

4.6 Alteration or Variation of Terms

It is mutually understood and agreed that no alteration or variation of the terms of this IFB or subsequent contract shall be valid unless made or confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of the parties hereto.

4.7 Assignability

A contract is not assignable by Bidder either in whole or in part.

4.8 Compliance with Statute

Bidder hereby warrants that all applicable Federal and State statutes and regulations or local ordinances will be complied with in connection with the sale and delivery of the property furnished.

4.9 Warranty

Bidder warrants to LTA and/or LTA's customer that the goods and/or services covered by this order will conform to the drawings, specifications, samples, description and time provisions furnished by LTA and will be of first class material and workmanship and free from defects; and LTA reserves the right to cancel the unfilled portion of this order without liability to Bidder for breach of this warranty. Goods will be received subject to inspection and acceptance at destination by LTA; Bidder shall bear all risk of loss prior to acceptance by the LTA. Defective goods rejected by LTA may without prejudice to any other legal remedy be held at Bidder's risk and returned to Bidder at Bidder's expense. Defects are not waived by acceptance of goods nor by failure to notify Bidder thereof.

4.10 Patent Indemnity

The Bidder shall hold the LTA, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.

4.11 Samples

Samples of items, when required, must be furnished free of charge to the LTA and, if not destroyed by tests, may upon request, made at the time the sample is furnished, be returned at the prospective bidder's expense.

4.12 Rights and Remedies of LTA for Default

4.12.1. In the event any item furnished by the Bidder in the performance of the contract should fail to conform to specifications therefore, or to the sample submitted by the Bidder with his bid, the LTA may reject the same, and it shall thereupon become the duty of the Bidder to reclaim and remove the same, without expense to the LTA, and immediately to replace all such rejected items with others conforming to such specifications or samples; providing that should the Bidder fail, neglect or refuse so to do the LTA shall have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter become due to the Bidder the difference between the prices named in the contract and the actual cost thereof to the LTA. In the event the Bidder shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of the LTA to purchase in the open market and

to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government.

4.12.2. Cost of delivery of an item which does not meet specifications, will be the responsibility of the Bidder.

4.12.3. The rights and remedies of the LTA provided above shall not be exclusive and are in addition to any other rights and remedies provided by the law or under the contract.

4.13 Discounts

4.13.1. Terms of less than 30 days for cash discount will be considered as net.

4.13.2. In connection with any discount bid, time will be computed from date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the office of the requesting department if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the County warrant or check.

4.14 Force Majure

Contractor shall not be liable for any delays with respect to the Contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.

4.15 Severability

Should any part of the Contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Contract which shall continue in full force and effect; provided that the remainder of the Contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

4.16 Recycled Products

A "product containing recycled materials" shall mean, with respect to a paper product, a "recycled paper product" as that term is defined in Section 12301 (c) the Public Contract Code, and shall mean, with respect to other products, a "recycled product," such as, but not limited to, plastic, motor oil, paint, pavement, insulation, tires, etc., as that term is defined in Section 12301 (d) of the Public Contract Code.

To the extent that the Public Contract Code or other provisions of State law provide for purchasing preferences which are more extensive than those established herein, or for additional procedures to increase the use of recycled materials, the provisions of State law shall prevail.

4.17 Bid Results

Bid results are available for inspection at the office of the LTA located at:

330 Tres Pinos Road, Suite C7
Hollister, CA 95023

- End Section 4 -

SECTION 5. OFFICIAL IFB FORM

The undersigned bids and agrees to furnish all work, materials, equipment or incidentals which are subject to this Request at the prices stated, and in conformance with all plans, specifications, requirements, conditions and instructions of LTA Invitation for Bid #2009-004. The unit bid prices shall INCLUDE ALL FRIEGHT CHARGES, and be bid at F.O.B. Destination.

Item No.	Item Description	Quantity	Unit Price	Tax (9.25%)	Total Extended Price
1A	CE – B (12"L x 9.75"W)	20			
1B	CE – BI (12"L x 9.75"W)	2			
1C	CE – G (12"L x 9.75"W)	1			
1D	CE – GI (12"L x 9.75"W)	1			
1E	CE – I (12"L x 9.75"W)	4			
1F	CE – R (12"L x 9.75"W)	26			
1G	CE – RB (12"L x 9.75"W)	6			
1H	CE – RG (12"L x 9.75"W)	6			
1I	CE – BGI (12"L x 9.75"W)	1			
1J	CE – BG (12"L x 9.75"W)	5			
1K	CE – RI (12"L x 9.75"W)	1			
1L	CE – RBGI (12"L x 9.75"W)	1			
1M	Blank Sign (12"L x 9.75"W)	10			
2	Rectangle Sign Bracket Set	85			
3	Bus Stop Post 10' L	20			
4	Bus Stop Sign Replacement	39			
5	Bus Stop Removal	23			
6	Bus Stop Installation	9			
7	Bus Stop Removal and Installation	9			
	Total				

A. Brand and Model offered, delivered F.O.B. Destination:

- B. Any exception to, or deviation from, specifications, conditions, or requirements as noted in this invitation:

CHECK ONE: ☐ NONE ☐ DETAILED STATEMENT ATTACHED

- C. Warranty offered: Full explanation of standard parts and labor warranty, and duration (copy of warranty form must be attached).

- D. Statement and full explanation of any optional extended warranties or maintenance agreements available, with costs:

- E. Name and address of nearest authorized services to San Benito County:

- F. Guaranteed maximum response time to non-scheduled service calls will be _____ hours.

- G. Delivery: All equipment will be delivered and fully operational within _____ calendar days after notice of award.

- H. Cash discount offered for prompt payment: _____%, 30 days

- I. The item offered is composed of _____% recycled materials, per sub-section 4.17 of Section 4 of this Invitation for Bid. Of this total, _____% is post-consumer waste.

I declare under penalty of perjury that I have not been a party with any other bidder to bid a fixed cost in conjunction with this Invitation for Bid.

Executed in _____, California, on _____, 2009

SIGNATURE _____ TITLE _____

PRINTED NAME OF PERSON SIGNER _____

NAME OF FIRM _____

ADDRESS _____ CITY _____ ZIP _____

TELEPHONE _____ DATE _____

EMAIL ADDRESS _____

- End Section 5 -

SECTION 6.	EXHIBITS
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**EXHIBIT A
BUS STOP DESIGNS AND DIMENSIONS**

Sign Name:	CE – B
Dimension:	12”L x 9.75”W
Notes:	One side only
Quantity:	20

Sign Name:	CE - BI
Dimension:	12”L x 9.75”W
Notes:	One side only
Quantity:	3

Sign Name:	CE - G
Dimension:	12”L x 9.75”W
Notes:	One side only
Quantity:	20

Sign Name:	CE - GI
Dimension:	12”L x 9.75”W
Notes:	One side only
Quantity:	1

**EXHIBIT A
BUS STOP DESIGNS AND DIMENSIONS
(Continued)**



Sign Name: CE - I

Dimension: 12"L x 9.75"W

Notes: One side only

Quantity: 4



Sign Name: CE - R

Dimension: 12"L x 9.75"W

Notes: One side only

Quantity: 26



Sign Name: CE - RB

Dimension: 12"L x 9.75"W

Notes: One side only

Quantity: 6



Sign Name: CE - RG

Dimension: 12"L x 9.75"W

Notes: One side only

Quantity: 6

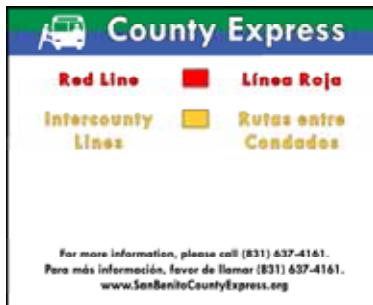
**EXHIBIT A
BUS STOP DESIGNS AND DIMENSIONS
(Continued)**



Sign Name: CE - BGI
Dimension: 12"L x 9.75"W
Notes: One side only
Quantity: 1



Sign Name: CE - BG
Dimension: 12"L x 9.75"W
Notes: One side only
Quantity: 5

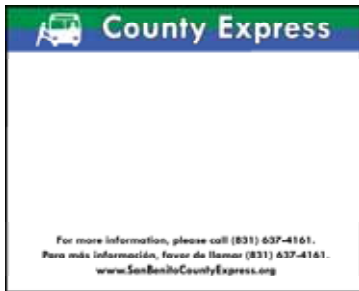


Sign Name: CE - RI
Dimension: 12"L x 9.75"W
Notes: One side only
Quantity: 1



Sign Name: CE - RBGI
Dimension: 12"L x 9.75"W
Notes: One side only
Quantity: 1

**EXHIBIT A
BUS STOP DESIGNS AND DIMENSIONS
(Continued)**



Sign Name:

Blank Sign

Dimension:

12"L x 9.75"W

Notes:

One side only

Quantity:

10

- End Exhibit A -

**EXHIBIT B
BRACKET SET**



- End Exhibit B -

**EXHIBIT C
PROSPECTIVE BIDDER FACT SHEET**

Name of Contractor: _____

Contractor Tax ID#: |__|__|_|_|_|_|_|_|_|_|_|_| *

Contractor's License #: _____ Type: _____ (as applicable)

Contractor Does Business As: ☐ Individual ☐ Partnership ☐ Corporation
☐ Government ☐ Fiduciary ☐ Other _____

Contractor is a: ☐ Resident ☐ Non-Resident of California

- 1) Is your firm authorized to do business in the State of California? ☐ Yes ☐ No
- 2) Is your firm a State of California registered small business? ☐ Yes ☐ No
- 3) Is this a disabled owned business? ☐ Yes ☐ No
- 4) Is this a women owned business? ☐ Yes ☐ No
- 5) Is this a minority owned business? ☐ Yes ☐ No
- 6) Has your firm been certified as a minority firm by any public agency? ☐ Yes ☐ No

If yes, name of agency: _____

Name of certifying officer: _____ Phone # _____

- 7) Is this a local business? ☐ Yes ☐ No

8) This firm has been in continuous business under the present name for ____years.

9) Annual sales volume: _____

10) Net worth of business: _____

11) Bidder, have you complied with all specifications, requirements, terms and conditions of this Bid? ☐ Yes ☐ No

12) Is a Solid Waste Diversion Plan needed for these services? ☐ Yes ☐ No

A "no" answer requires a detailed explanation giving reference to all deviations to be submitted on company letterhead in attachment form. All exceptions must reference the IFB paragraph and section number followed by an explanation.

- 13) If you are the successful Bidder, will you extend costs quoted to the LTA, other municipalities, districts or jurisdictions (political subdivisions)?

☐ Yes

☐ No

If discounts quoted herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between that political subdivision and the Bidder.

- End Exhibit C -

**EXHIBIT D
CUSTOMER REFERENCES**

List and submit with this IFB four (4) customer references, two (2) of which should be in the Monterey Bay Area or San Francisco Bay Area, for whom you have furnished similar product.

1. COMPANY NAME: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

ADDRESS: _____

2. COMPANY NAME: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

ADDRESS: _____

3. COMPANY NAME: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

ADDRESS: _____

4. COMPANY NAME: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

ADDRESS: _____

- End Exhibit D -

**EXHIBIT E
LOCAL TRANSPORTATION AUTHORITY
NON-COLLUSION DECLARATION**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH IFB

I, _____, am the
(Name)

_____ of _____,
(Position/Title) (Company)

the party making the foregoing IFB that the IFB is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the IFB is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham IFB; and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham IFB, or that anyone shall refrain from bidding; that the bidder has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the IFB are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

(Date)

(Signature)

- End Exhibit E -

EXHIBIT F
LOBBYING CERTIFICATION
(Only for Contracts above \$100,000)

Lobbying Certification for Contracts Grants, Loans and Cooperative Agreements (Pursuant to 49 CFR Part 20, Appendix A)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Firm Name _____

Signature of Authorized Official _____

Name and Title of Authorized Official _____

Date _____

- End Exhibit F -

EXHIBIT G
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

The LTA has not established a Disadvantaged Business Enterprise (DBE) Availability Advisory Percentage for this Agreement. This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Bidders who obtain DBE participation on this contract will assist the California Department of Transportation in meeting its federally mandated statewide overall DBE goal.

DBE and other small business, as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. Department of Transportation assisted contracts. Failure by the contractor to carry these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

Any subcontract entered into as a result of this Agreement shall contain all the provision of this section.

The bidder hereby certifies that it will comply with the requirements of Title 49 CFR, Part 26.

Date: _____

Signature: _____

Company Name: _____

Title: _____

- End Exhibit G -

EXHIBIT H
BUY AMERICA PROVISION
(Only for Contracts above \$100,000)

This procurement is subject to the Federal Transit Administration Buy America Requirements in 49 CFR part 661.

A Buy American Certificate, as per attached format, must be completed and submitted with the bid. A bid which does not include the certificate will be considered non-responsive.

A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this procurement be investigated, the successful bidder/proposer has the burden of proof to establish that it is in compliance.

A waiver from the Buy America Provision may be sought by LTA if grounds for the waiver exist.

Section 165(a) of the Surface Transportation Act of 1982 permits FTA participation on this contract only if steel and manufactured products used in the contract are produced in the United States.

BUY AMERICA CERTIFICATE

The bidder hereby certifies that it will comply with the requirements of Section 165(a) or (b) (3) of the Surface Transportation Assistance Act of 1982, and the applicable regulations in 49 CFR Part 661.

Date: _____

Signature: _____

Company Name: _____

Title: _____

OR

The bidder hereby certifies that it cannot comply with the requirements of Section 165(a) or (b) (3) of the Surface Transportation Act of 1982, but may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended, and regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

- End Exhibit H -