

San Benito County Local Transportation Authority

Invitation for Bid (IFB) # 2009-003

FOR

Security Gates and Fence
Transit Facility and Public Works Yard

BIDS DUE:
January 13, 2010
2:30 p.m., PST

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

CONTACT:
Pat Dunn
Supervising Mechanic
(831) 245-5771
pdunn@sanbenitocog.org

TABLE OF CONTENTS

Section	Section Title	Page(s)
1.	General Information	4
2.	Instructions to Bidders	
	2.1 Preparation of IFB	4
	2.2 IFB Documents	4
	2.3 IFB Process Schedule	4
	2.4 Submission of Bids to IFB	5
	2.5 On-Site Inspection	5
	2.6 Public Opening of IFB	5
	2.7 Multiple Bids	5
	2.8 Itemized Bidding	5
	2.9 Updates and Addendums	5
	2.10 Late Bids	6
	2.11 Point of Contact	6
	2.12 Non-Collusion Declaration	6
	2.13 References	6
	2.14 IFB Evaluation Criteria	6
	2.15 Reservations	6
	2.16 Notification of Withdrawals of IFBs	6
	2.17 Interpretation	7
	2.18 Notice of Intent to Award	7
	2.19 Pre-Award Conference	7
	2.20 Execution of Agreement	7
	2.21 Local Preference	7
	2.22 Proprietary Information	8
	2.23 Brand Names, Model Designations and Descriptions	8
	2.24 Exceptions and/or Deviations	8
	2.25 Licensing	9
	2.26 Insurance	9
3.	Specifications and Requirements	11
	3.1 General Description	11
	3.2 Specifications	11
	3.3 Standards	11
	3.4 Submittals	12
	3.5 Delivery and Storage	12
	3.6 Warranty	12
	3.7 Products	12

TABLE OF CONTENTS

4.	Standard Terms and Conditions	13
	4.1 Invoicing	13
	4.2 Controlling Law	13
	4.3 Price Decline	13
	4.4 Taxes, Charges and Extras	13
	4.5 Award	13
	4.6 Alteration or Variation of Terms	14
	4.7 Assignability	14
	4.8 Compliance with Statute	14
	4.9 Warranty	14
	4.10 Patent Indemnity	14
	4.11 Samples	14
	4.12 Rights and Remedies of LTA for Default	14
	4.13 Discounts	15
	4.14 Force Majeure	15
	4.15 Severability	15
	4.16 Recycled Materials	15
	4.17 Bid Results	16
5.	Official IFB Form	17
6.	Exhibits	19
	Exhibit A – Prospective Bidder Fact Sheet	19
	Exhibit B – Customer References	21
	Exhibit C – Non-Collusion Declaration	22
	Exhibit D – Disadvantaged Business Enterprise Program	23

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 Keypad Access Controlled Security Gates at the San Benito County Public Works Yard.

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.

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 bids 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:

- A. Exhibit A – Prospective Bidder Fact Sheet
- B. Exhibit B – Customer References
- C. Exhibit C – Non-Collusion Declaration
- D. Exhibit D – Disadvantaged Business Enterprise Program

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
Advertise IFB – Free Lance and Pinnacle Newspaper	November 24, 2009
Deadline for Written Questions	January 5, 2010
Deadline for Issuance of Updates and Addenda	January 8, 2010
Deadline for Submittals	January 13, 2010
Approximate Award Date	February 18, 2010

2.4 Submission of Bid to IFB

Bidder shall submit the following:

- Three (3) sets: an original and two (2) copies of the completed IFB and the following Exhibits.
- Exhibit A – Prospective Bidder Fact Sheet
- Exhibit B – Customer References
- Exhibit C – Non-Collusion Declaration
- Exhibit D – Disadvantaged Business Enterprise Program

Bids to the IFB shall be delivered in a **sealed envelope clearly marked as IFB #2009-003** assigned by the LTA, addressed to:

Lisa Rheinheimer, Executive Director
Local Transportation Authority
Attn: Betty LiOwen, Transportation Planner
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 LTA 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 **January 13, 2010 at 2:30 p.m.** at the LTA office Bidders and their representatives are welcome to attend.

2.7 Multiple Bids

Only one bid 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 Addenda

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 Lisa Rheinheimer or designee.

Bidders shall be responsible for continually checking the LTA's website at www.SanBenitoCountyExpress.org for the most current information regarding this bid. Current information may in the form of an update or a formal addendum. The last day for updates and addenda shall be posted on the above mentioned website on January 8, 2010 at 11:59 p.m. PST.

2.10 Late Bids

All bids must be delivered in person or received by mail no later than **January 13, 2010 at 2:30 p.m. PST**. Bidders shall be responsible for the timely delivery of their bids. 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 in writing to Lisa Rheinheimer who may be reached by e-mail at lisa@sanbenitocog.org. 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 C includes the Non-Collusion Declaration form and is attached to the bid.

2.13 References

Bidder shall submit Exhibit B – 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 bid 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 LTA 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 January 5, 2010. 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 a 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 Contract must be executed by both parties.

2.21 Local Preference

When all other factors are determined to be equal, preference shall be given to firms/contractors having a bona-fide place of business within the County of San Benito.

2.22 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.

2.23 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.

2.24 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 request 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.

2.25 Licensing

Bidder shall submit proof of a valid contractor's license with the IFB. If the bidder is subcontracting the services outlined in Section 3, the subcontractor must be licensed in the State of California to provide the services. The subcontractor's license shall be submitted with the IFB.

2.26 Insurance

Without limiting the successful bidder's and subcontractor's to indemnify the LTA, bidder and subcontractor shall comply with the insurance coverage requirements set forth in Section 2.26

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 IFB.

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 2.26 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.

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 Specifications

Remove approximately 450 linear feet of existing 4' chain link fence with barb wire and replace with approximately 450 linear feet of 5' Chain Link Fencing with 3 strands of 4 point barb wire on top.

Install 1 automatic security gate at the north entrance of the Transit Facility and Public Works Yard.

Install 2 Automatic Security gates at the south entrance of the Transit Facility and Public Works Yard.

Install 1 pedestrian gate at the Public Works Office with hydraulic closure and key lock.

3.3 Standards

3.3.1 Materials

All gate operators shall be GTO SW 100 continuous duty with a 5 year warranty or equivalent. All gate swing hardware shall be steel. All automatic gates shall be equipped with key pads for entrance and exit access. Key pads, four (4) total, will be mounted on goose neck hardware in weather proof enclosures. All key pads shall be Wiegand 1815-051 or equivalent. All automatic gates shall be equipped with magnetic gate locks, Elite 1300mg or equivalent. All automatic gates shall be equipped with emergency vehicle key switch, Knox KS2 or equivalent. Contractor shall determine and install all loop detectors or photo eye safety switches as needed. All gates shall be "Apache Style" 2" x 2" frame, 14 gauge rail with 5/8" pickets, 4 1/2" O.C. , hot rolled steel, powder coated black, with 7" ball bearing hinges. Posts shall be square, 6" X 6" X 10', 1/4" wall with black post caps set in concrete. Batteries shall be 33 amp 12VDC 230ah as needed for gate operators.

Contractor shall construct all necessary trenching for conduit, loop detectors, and wire, and shall refill trenches, compact soil, and finish with concrete.

3.3.2 Performance

Automatic gates shall open automatically at a determined time in the morning and remain open during normal business hours, closing at a programmed time. Automatic gates shall have the capability to operate during commercial power interruption. Key pads shall be programmable and capable of multiple (200 minimum) access codes.

3.3.3 Approved Equals

Request for approved equals shall be supported by complete technical documentation which shall include descriptive literature, pictures of the proposed equal, and instructions for operations.

3.4 Submittals

Bidder shall:

- Submit manufacturer's statement of certification that materials meet or exceed these specifications.
- Submit brochures of proposed equipment.
- Submit drawing of proposed installation showing key components.

3.5 Delivery and Storage

Delivery and storage of all equipment and materials shall be the responsibility of the contractor.

3.6 Warranty

Contractor shall warrant all work and materials for a period of one (1) year unless otherwise specified.

3.7 Products

Automatic gate operators, chain link fencing, and all associated materials, labor and hardware.

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 offered 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 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 invitation or 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 un-copyrighted 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 offered, 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

SECTION 5. OFFICIAL IFB FORM

The undersigned bidder agrees to furnish all work, materials, equipment or incidentals which are subject to this IFB at the prices stated, and in conformance with all plans, specifications, requirements, conditions and instructions of LTA Invitation for Bid #2009-003. 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
1	Gate Operators				
2	Key Pads and Mounting Hardware				
3	Gates and Hinges				
3	Loop Detectors and Photo Eyes				
4	Chain Link Material				
5	Batteries				
6	Emergency Vehicle Entry Lock				
7	Pedestrian Gate Lock and Hardware				
	(a) 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 offer a fixed cost in conjunction with this Invitation for Bids.

Executed in _____, California, on _____, 2009

SIGNATURE _____ TITLE _____

PRINTED NAME OF PERSON SIGNER _____

NAME OF FIRM _____

ADDRESS _____ CITY _____ ZIP _____

TELEPHONE _____ DATE _____

EMAIL ADDRESS _____

SECTION 6. EXHIBITS**EXHIBIT A
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 A -

**EXHIBIT B
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 B -

**EXHIBIT C
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 C -

EXHIBIT D
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

The LTA has not established a Disadvantaged Business Enterprise (DBE) Availability Advisory Percentage for this IFB. This IFB 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 the 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 the Contract, which may result in the termination of the 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 D -