



FORMAL BID SPECIFICATIONS
PRODUCT REQUIREMENTS CONTRACT FOR:
SOLAR REAL TIME DIGITAL DISPLAYS
BID FILE NUMBER: 9589

PROCUREMENT SPECIALIST: Sandra Gamez
SCHEDULED BID OPENING: January 11, 2022
EMAIL: Sandra.Gamez@fresno.gov
PHONE: (559) 621-1169
FAX: (559) 457-1265

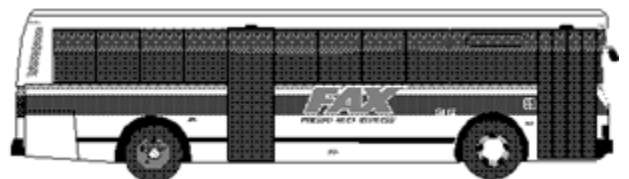


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DIVISION I – INTRODUCTION

Summary:

Division I introduces the bidder to a brief description of the work to be accomplished and instructions on how proposals are to be submitted to the City.

Solar Real Time Digital Displays, Bid File No. 9589

NOTICE INVITING BIDS (FORMAL) PRODUCT REQUIREMENTS CONTRACT

Sealed or electronic bids will be received at the office of the Purchasing Manager of the City of Fresno for the following:

SOLAR REAL TIME DIGITAL DISPLAYS BID FILE NUMBER: 9589

all in accordance with the plans and/or specifications, delivered F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED, to CITY OF FRESNO, VARIOUS SITES, FRESNO, CALIFORNIA.

OBTAINING BID DOCUMENTS

Specifications for these items can be downloaded at the City's online website at:

<http://www.fresno.gov>. **Doing Business (at the top of the screen), Bid Opportunities**

Bids can be submitted electronically or by paper only not via Fax.

This Contract will be used primarily by FAX Division. The Contract term is for two (2) years, with provisions for three (3) one (1) year extensions.

BID DUE DATE

Bid Proposals must be filed electronically using Planet Bids, by mail, or in person with the Purchasing Manager prior to the bid opening at 3:00 p.m. on Tuesday, **January 11, 2022**, when the bids will be publicly opened and recorded. Join the bid opening meeting at <https://zoom.us/j/92047244398> or call (669) 900 9128, meeting ID 920 4724 4398. Electronically filed is defined as by means of electronic equipment or devices.

SUBMITTAL REQUIREMENTS

All proposals must be made on the Bid Proposal Form provided by the Purchasing Manager. A Bid Deposit, which can be provided separately, in the amount of **Five Percent (5%)** in the form of a certified or cashier's check, an irrevocable letter of credit, or a certificate of deposit or a bidder's bond executed by a corporate surety, admitted by the California Insurance Commissioner to do business in California, payable and acceptable to the City of Fresno; or the Bidder shall have registered with the Purchasing Manager of the City an annual bid bond sufficient to provide coverage in such amount. Bid Deposits will be refunded after a Contract has been executed with the successful Bidder or all bids have been rejected. Copies of Bid Deposits may be submitted electronically, with the exception of a certified or cashier's check, which must be brought to the Purchasing Manager's office and labeled accordingly with bid number prior to the bid opening.

The City of Fresno hereby notifies all Bidders that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or on any other basis prohibited by law.

Services of an interpreter and additional accommodations can be made available. Requests for accommodations should be made at least five working days but no later than 48 hours prior to the scheduled meeting/event. Please contact the Procurement Specialist listed on the cover at 559-621-1332 or through the Questions and Answers field on Planet Bids.

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The City reserves the right to reject any and all bids.

FEDERAL

This project is funded in part with financial assistance from the U.S. Department of Transportation, Federal Transit Administration (FTA). The successful proposer shall be knowledgeable of and in compliance with all applicable Federal Third Party Contract Clauses. The actual number of purchased will be based upon the overall availability of local and federal funds.

APPLICABLE FTA GUIDANCE

FTA Circular 4220.1F provides contracting guidance for recipients of federal assistance awarded by FTA when using that federal assistance to fund procurements or third party contracts. FTA also publishes a Best Practices Procurement Manual (BPPM) which is available on FTA's website. Additional procurement requirements can be found in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 2 Code of Federal (C.F.R.) 200.317-.326. Contracting and procurement staff should consult these authorities and guidance documents when procuring items funded by FTA.

The City will carry out applicable federal requirements in the award and administration of any contract award hereunder. This is a federal project funded in full or in part through the U.S. Department of Transportation, Federal Transit Administration (FTA).

Bidders are advised that, as required by federal law, the State of California has established a statewide overall DBE goal. City of Fresno federal-aid contracts are considered to be part of the statewide overall DBE goal and the City is required to report to the Federal Transit Administration (FTA) on DBE participation for all Federal-aid contracts each year so that attainment efforts may be evaluated.

INSTRUCTIONS TO BIDDERS

GENERAL

BID PROPOSALS WILL BE CONSIDERED FOR AWARD ONLY IF THE BIDDER HAS COMPLIED WITH THE FOLLOWING:

Bid Proposals shall be submitted on the forms furnished by the Purchasing Manager, with all documents listed on the Bidder's Checklist, completely filled out, properly signed by the Bidder and delivered, under sealed cover, plainly marked:

PRODUCT REQUIREMENTS CONTRACT FOR:
SOLAR REAL TIME DIGITAL DISPLAYS

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to the Office of the Purchasing Manager, 2600 Fresno Street, Room 2156, Fresno, California, 93721, or electronically filed utilizing Planet Bids prior to the date and time specified in the Notice Inviting Bids, when all bids will be publicly opened and recorded. Bids received at 3:00 p.m. or after will **not** be accepted. The time stamp in the Purchasing Unit will be the official clock for documenting the time of filing. Electronically filed is defined as by means of electronic equipment or devices.

In the event that both a paper and electronic bid for the same project are submitted, the City will use and accept the electronic version as the authorized submittal.

BIDDER'S DEPOSIT

A Bid Deposit has been made in accordance with either paragraph (a) or paragraph (b). **A bid without a proper Bid Deposit will be automatically rejected.**

Note: Company Checks are NOT acceptable

(a) Bid Deposit

Bidders must submit a Bid Deposit, which may be provided separately, in the amount of **Five Percent (5%)** of the Total Net Bid Amount with their Bid Proposal. Such Bid Deposit shall be in the form of a certified or cashier's check, an irrevocable letter of credit or a certificate of deposit payable to the City of Fresno, or a bidder's bond executed by a corporate surety, admitted by the California Insurance Commissioner to do business in California, payable and acceptable to the City of Fresno. Such Deposit shall be retained by the City of Fresno as a guarantee that the Bidder, if awarded all or part of the Contract, will within 15 calendar days (except in the event federal funding is applicable to this Contract, then 10 working days) from the date the Notice of Award is mailed to the Bidder, execute and return a Contract furnished by the City. No Bid Deposits will be returned to Bidders until either a Contract has been executed for all items awarded, or all bids have been rejected. Bid bonds will not be returned, except upon Bidder's written request. Copies of Bid Deposits may be submitted electronically, with the exception of a certified or cashier's check, which must be brought to the Purchasing Manager's office and labeled accordingly with bid number prior to the bid opening.

(b) Annual Bidders Bond

If the Bidder contemplates submitting bids from time to time during a period of one (1) year for the furnishing of certain materials, supplies or services to the City of Fresno, the Bidder may cover all such bids by a single Annual Bidder's Bond instead of a separate bond for each bid. If such an Annual Bidder's Bond is registered with the Purchasing Manager of the City of Fresno, and is currently valid, it shall be deemed to accompany each and every bid submitted, provided such bond is in a sufficient amount to provide the required Deposit for all of the Bidder's proposals then outstanding. It shall be stated upon the Bid Proposal that such an Annual Bidder's bond is registered with the Purchasing Manager of the City of Fresno.

CONTRACT DEFINITIONS

Attention of Bidders is especially directed to all provisions of the Contract Documents as defined in the GENERAL CONDITIONS.

QUESTIONS, CLARIFICATIONS AND CONCERNS

The Specifications describing this project/purchase have been carefully prepared. **Any questions or concerns relating to these Specifications shall be directed in writing to the designated Procurement Specialist of the Purchasing Unit (see cover page) and may be submitted electronically by utilizing the Questions and Answers field on Planet Bids.**

Questions will be accepted only up to ten (10) working days prior to the bid opening date to allow the City, if necessary, to issue an addendum to all bidders stating revisions, deletions, or additions to be made to the Specifications as a result of any questions. If questions arise after the deadline, please contact the designated Procurement Specialist, but the City will not guarantee a response.

The City will not be responsible for verbal responses made by parties other than the Purchasing Manager or her/his designee.

ADA

Accessibility Requirements: Supplier warrants that it complies with California and federal disabilities laws and regulations; and the Services will conform to the accessibility requirements of WCAG 2.0AA. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Services. The City may require bidder to comply with these accessibility requirements if they are awarded a contract.

ACH PAYMENT INITIATIVE-ELECTRONIC PAYMENT

Contractor shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract. Payment for invoices submitted by the contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Controller, in the Controller's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary City procedures and practices. The contractor shall comply with the Controller's procedures to authorize electronic payments. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the Controller's electronic payment procedures, except where the Controller has expressly authorized payment by paper check as set forth above.

CONTACTS WITH CITY STAFF

Before an award is made, any contact with City staff, other than the Purchasing Manager or his/her designee(s), without prior written authorization is strictly prohibited and may render the Bidder non-responsible.

CITY REVIEWED EQUALS

For equipment and material purchases, where brand name/model are specified, the City reserves the right to evaluate any product or type of equipment offered on the Bid Proposal and to determine acceptability as an "reviewed equal."

1. All Bid Proposals must be accompanied with pertinent information that provides sufficient technical data to evaluate the item(s) offered. The information may consist of manufacturer's literature, specifications, drawings (to scale), sketches (to proportion) performance data, etc., where same is necessary to completely describe the product.
2. The decision of acceptability as an "reviewed equal" shall be within the sole discretion of the City. If approval as an equal is denied by the City, Contractor shall provide one of the manufacturers/brands listed in the Specifications without change in the Contract price.

EXCEPTIONS

Any exceptions taken at the time of or after bid submittal, may render the bid nonresponsive. Attachments by Bidders which include legal terms and conditions that conflict with the GENERAL CONDITIONS may be considered an exception, and Bidder may, therefore, be considered nonresponsive.

BID APPEAL PROCEDURE

The City has an appeal procedure in place as adopted by the City Council on April, 29, 2003 in Resolution No. 2003-129. Any bidder wishing to file an appeal should refer to that Resolution. A copy of the Resolution may be obtained from the City Clerk's Office, 2600 Fresno Street, Fresno, CA 93721.

Once City staff has reviewed and evaluated the bid proposals received and has determined the lowest responsible Bidder for award, that determination will be posted on a public bulletin board outside the Purchasing Unit's Office and on the City's website www.fresno.gov, *Departments, Finance, Purchasing, Anticipated Formal Bid Awards*, a minimum of 5 working days prior to Council action to award a Contract for the project/purchase. The bulletin board and website will generally be updated by Monday of each week, no later than 5 p.m. It is the sole responsibility of interested bidders to seek this information from either of these sources.

Should bidders wish to appeal the staff determination, appeals must be received in writing within 5 working days from the time the determination is posted and conform to the requirements under Resolution No. 2003-129. "Working day" means a City of Fresno regular business day. In no event will appeals be accepted later than 5:00 p.m. on the day before Council is scheduled to take action on the Contract award. Appeals must be submitted to following:

City of Fresno Purchasing Unit
2600 Fresno Street, Room 2156
Fresno, CA 93721
Fax number (559) 457-1564

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Letters of appeal must clearly state why it is felt the staff's determination of bid award is to someone other than the lowest responsive and responsible Bidder, or outside the procedural requirements for the submission and opening of bids.

Appeals not submitted within the stated time will not be honored and the City will proceed to award the Contract.

REGULATED COMMUNICATIONS IN CITY PROCUREMENT PROCESS ORDINANCE

The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the Fresno Municipal Code) became effective May 7, 2004. With certain specified exceptions, the Ordinance provides that no Respondent, Bidder, Proposer (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process.

Any Respondent, Bidder, Proposer or elected official (as the case may be) who initiates, engages in, continues in, or receives any regulated communication shall file the written disclosure required by the Regulated Communications in City Procurement Process Ordinance.

Any Respondent, Bidder, or Proposer violating the Regulated Communications in City Procurement Process Ordinance may be disqualified from participating in this procurement process and/or determined to be non-responsive. Additionally, the City may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

Note: The full text of Fresno Municipal Code, Chapter 4, Article 6 may be viewed on the City's website at, <http://www.fresno.gov>. Under *Departments, Finance, Municipal Code*, or view the Fresno Municipal Code directly at:

https://library.municode.com/ca/fresno/codes/code_of_ordinances

DEBARMENT

A Bidder may be debarred from bidding or proposing upon or being awarded any contract with the City, or from being a subcontractor or supplier at any tier upon such contract, in accordance with the procedures in Fresno Municipal Code Section 4-104 adopted by Council on May 17, 2018. The initial period of any such debarment shall not be less than one year and may be permanent depending on the violation. A Bidder may request a hearing, in accordance with Fresno Municipal Code Section 4-104, upon receipt of a notice of proposed debarment from the City Manager or designee. A copy of the Ordinance may be obtained from the City Clerk's Office, 2600 Fresno Street, Fresno, California 93721.

DIVISION II – BIDDING DOCUMENTS

Summary:

Division II provides the bidder with required documentation to be submitted with their proposal.

PRODUCT REQUIREMENTS CONTRACT FOR:
SOLAR REAL TIME DIGITAL DISPLAYS

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SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID DOCUMENTS. Bidders shall complete and submit all documents marked with an "X" in the "REQUIRED" column. Documents required on the checklist but not included may render your bid nonresponsive and ineligible for award. Bids received by the City by the scheduled bid opening time will be opened and publicly read but are subject to verification that all the required documents have been submitted. Copies of Bid Deposits may be submitted electronically and separate, with the exception of a certified or cashier's check, which must be brought to the Purchasing Manager's office and labeled accordingly with bid number prior to the bid opening.

REQUIRED

- 1. **CHECKLIST**, page 2
- 2. **BID PROPOSAL**, pages 3-5
- 3. **BID DEPOSIT** attached to front of Bid in the form of:
 - Certified Check Bidder's Bond
 - Cashier's Check Irrevocable Ltr of Credit
 - Certificate of Deposit Annual Bidder's Bond

***** (Note: Company Checks are NOT acceptable) *****
- 4. **ACH AUTHORIZATION AGREEMENT FORM**, page 7
- 5. **BUSINESS LOCATION AND BUSINESS LICENSE**, page 8
- 6. **DISADVANTAGE BUSINESS ENTERPRISE**, page 9
- 7. **DEBARMENT AND SUSPENSION CERTIFICATION**, page 10
- 8. **BUY AMERICA REQUIREMENTS**, page 11
- 9. **NONLOBBYING CERTIFICATION**, page 12
- 10. **NONCOLLUSION AFFIDAVIT**, page 13
- 11. **NONDISCRIMINATION CLAUSE**, page 15
- 11. **SIGNATURE PAGES**, pages 16 and 17
- 12. **PRODUCT DATA SHEETS**, provided by vendor
- 13. **ADDENDA** - Signature page of all Addenda issued

***** (Note: additional documents will vary) *****

SUBMITTED BY:
 Name of Company _____ Contact Name _____
 Address _____ City _____ State _____ Zip _____
 Phone No. _____ Fax No. _____
 E-Mail Address: _____

BIDDER'S NAME: _____
 (Submit with Bid Proposal)

BID PROPOSAL
 PRODUCT REQUIREMENTS CONTRACT FOR:
SOLAR REAL TIME DIGITAL DISPLAYS
 BID FILE NUMBER: **9589**

TERM OF CONTRACT The Contract shall be in effect for two (2) years from the date of the Notice to Proceed. The Contract may be extended in accordance with the provisions set forth in the Special Conditions of these Specifications.

TO: THE PURCHASING MANAGER OF THE CITY OF FRESNO

The undersigned Bidder hereby proposes to furnish to the City of Fresno, all in accordance with the Specifications annexed hereto and made a part hereof, the following bid item(s), **to be delivered F.O.B. Destination, Freight Prepaid & Allowed, to the jobsite(s) as specified in the Special Conditions of these Specifications**, and at the prices set forth herein:

INITIAL TERM

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	15 Each	2 Line 24 Character Solar Powered Single Sided LED Real Time Digital Display	\$ _____	\$ _____
2	10 Each	Solar Powered E-Ink Real Time Display	\$ _____	\$ _____
3	Lump Sum	Training (Nontaxable)	Lump Sum	\$ _____
4	2 Years	Cellular Charges (Nontaxable)	\$ _____	\$ _____
5	2 Years	Web Services Fees (Nontaxable)	\$ _____	\$ _____

SUBTOTAL AMOUNT: \$ _____

SALES TAX (8.35%) (ITEMS 1-2): \$ _____

TOTAL INITIAL TERM AMOUNT: \$ _____

(Continued)

BIDDER'S NAME: _____
 (Submit with Bid Proposal)

OPTIONAL YEARS

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
6	1 Year	Year 3 Cellular Charges	\$ _____	\$ _____
7	1 Year	Year 3 Web Services Fees	\$ _____	\$ _____
8	1 Year	Year 4 Cellular Charges	\$ _____	\$ _____
9	1 Year	Year 4 Web Services Fees	\$ _____	\$ _____
10	1 Year	Year 5 Cellular Charges	\$ _____	\$ _____
11	1 Year	Year 5 Web Services Fees	\$ _____	\$ _____

TOTAL OPTIONAL YEARS AMOUNT: \$ _____

TOTAL NET BID AMOUNT (Initial Term plus Optional Years): \$ _____

The Total Net Bid Amount is: _____ Dollars
 and _____ Cents.

Completion of Bid Proposal Form to be Eligible for Award. Bidders must bid all bid items within a section (including any Alternates). The Bidder is non-responsive and ineligible for award in the event Bidder fails to initial this paragraph on the line provided and completely fill in the Bid Proposal Form including, without limitation, all dollar amounts and information called for on this Bid Proposal Form. By his/her initials to the right hereof, Bidder represents he/she has read and understands the consequences of not completely filling in this Bid Proposal Form.

_____ Initial

MINIMUM AND MAXIMUM QUANTITIES. At a minimum, the life of the contract will be no less than 25 complete units. At a maximum, the life of the contract will not exceed 75 complete units.

CONTRACT QUANTITIES. The City reserves the right to increase or decrease quantities in accordance with available funds as appropriated by the City Council. If the City Council has not

BIDDER'S NAME: _____
(Submit with Bid Proposal)

appropriated funds or sufficient funds are not available to complete the purchase, the City reserves the right to decrease quantities to stay within the budget limitations.

QUANTITIES FOR BIDDING PURPOSES. The quantities listed on the Bid Proposal page are estimates for the initial term, shown for bidding purposes only. The actual requirement of the City may be more or less than the specified estimated quantities. The City will acquire its needs from the successful Bidder during the term of the Contract and will pay for only those quantities it actually orders and receives.

ADDENDA. The City makes a concentrated effort to ensure any addenda issued relating to these specifications are distributed to all interested parties. It shall be the Bidder's responsibility to inquire as to whether any addenda to the Specifications have been issued. Upon issuance by the City, all Addenda are part of the Bid Proposal. Signing the Bid Proposal on the signature page thereof shall also constitute signature on all Addenda.

PRECEDENCE OF BID PRICES. In the event of discrepancies between the bid total, summaries of totals and unit price extensions, the unit price correctly extended will control over the summaries of totals, and the summaries of totals correctly added will control over the total, whether the summaries of totals are extended unit prices or lump sums.

RIGHT TO REJECT ANY AND ALL BIDS. The City reserves the right to reject any and all bids.

TIME PERIOD TO AWARD/REJECT BIDS. The undersigned Bidder agrees that the City may have **NINETY (90) DAYS** from the date bids are opened to accept or reject this Bid Proposal. It is further understood that if the Bidder to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to the next lowest responsive and responsible Bidder, who shall be bound to perform as if he/she had received the award in the first instance. No Bid Proposal may be withdrawn prior to award within that time.

AWARD OF CONTRACT. When bids are submitted to the Council, the award will be made to the lowest responsive and responsible bidder, subject to the right to reject any and all bids, pursuant to Fresno Municipal Code section 4-103.

MINOR IRREGULARITIES. The City of Fresno reserves the right to waive any informality or minor irregularity that does not have a monetary consideration when it is in the best interest of the public and of the City to do so. A discrepancy that offers a Bidder an unfair advantage will cause the bid to be nonresponsive.

TIEBREAKER. In the event a tiebreaker is needed to establish the lowest responsive and responsible Bidder, the City shall, unless otherwise agreed upon by all participating parties, utilize a coin toss as a tiebreaker to be administered by a third party chosen by mutual consent of the participants. Such coin toss shall take place within 7 working days from the date of bid opening. If the City determines that a tiebreaker is necessary, each applicable Bidder agrees to participate or to indemnify the City in any litigation resulting from the utilization of the tiebreaker. If a Bidder refuses to timely participate, the City shall conduct the coin toss in a manner determined by the City to be fair to all and the results of such coin toss shall be final.

BIDDER'S NAME: _____
(Submit with Bid Proposal)

BID DEPOSIT

Accompanying this bid proposal is a Bid Deposit in the amount of FIVE PERCENT (5%) OF THE TOTAL NET BID AMOUNT in the following form:

- | | | | |
|--------------------------|------------------------|--------------------------|------------------------------|
| <input type="checkbox"/> | Certified Check | <input type="checkbox"/> | Bidder's Bond |
| <input type="checkbox"/> | Cashier's Check | <input type="checkbox"/> | Irrevocable Letter of Credit |
| <input type="checkbox"/> | Certificate of Deposit | <input type="checkbox"/> | Annual Bidder's Bond |

Copies of Bid Deposits may be submitted electronically, with the exception of a certified or cashier's check, which must be brought to the Purchasing Manager's office and labeled accordingly with bid number prior to the bid opening.

Note: Company Checks are NOT acceptable

Bid Deposit is deposited by the undersigned Bidder with the City of Fresno as a guarantee that the Bidder, if awarded all or part of the Contract, will, within 10 working days from the date the Notice of Award is mailed to the Bidder, execute and return a Contract furnished by the City. If the Deposit is in the form of an Annual Bidder's Bond, the bond must be heretofore registered with the Purchasing Manager and must be in the amount of FIVE PERCENT (5%) of the Total Net Bid Amount.

Such Deposit is made with the understanding that failure to execute such Contract will result in damage to the City, that the amount of such damage would be difficult to determine and that in the event of such default said Deposit shall become the property of the City; or, if a Bidder's Bond is deposited, the amount of the obligation thereof, but not more than the above stated amount, shall thereupon be due and payable to the City of Fresno as liquidated damages for such default, payment of said amount to be the joint and several obligation of the Bidder and the corporate surety.

BUSINESS LOCATION

- () The undersigned Bidder does not maintain a place of business in the City of Fresno.
- () The undersigned Bidder maintains a place of business in the City of Fresno at:
_____ Fresno, CA _____.

BUSINESS LICENSE

- () The undersigned bidder has a current City of Fresno Business License Number:
_____.

(Submit with Proposal)

Initial: _____

**CITY OF FRESNO
FINANCE DEPARTMENT
ACCOUNTS PAYABLE SECTION**

**AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS
(ACH PAYMENT)**

Company Name _____ Contact Email Address _____
(Required)

Contact Name _____ Telephone Number _____

The City of Fresno, Finance Department, (FINANCE DEPARTMENT), is authorized to initiate credit entries to the company above, (COMPANY), in the account below at the depository financial institution named below, (DEPOSITORY), and to credit the same to such account. Company acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law.

Depository Name _____ Branch _____

City _____ State _____ Zip Code _____

Routing Number _____ Account Number _____

ACH Authorization Agreement Form already on file with City.

This authorization is to remain in full force and effect until FINANCE DEPARTMENT has received written notification of its termination. The FINANCE DEPARTMENT and DEPOSITORY have a reasonable time to process the termination.

Name(s) _____
(Please print)

Signature _____ Date _____

Title _____

BIDDER'S NAME: _____
(Submit with Bid Proposal)

DISADVANTAGED BUSINESS ENTERPRISES (DBE) LISTING

Bidders are advised that, as required by federal law, the City is required to report Federal Transit Administration on DBE participation for all Federal-aid contracts each year so the attainment efforts may be evaluated.

This form is for informational purposes only and failure to provide this form will not effect the bidders responsiveness.

List all Disadvantaged Business Enterprises including, without limitation, DBE's that will perform any portion of the work or provide any products for this project, even if the dollar amount of the work the DBE will perform is less than one half (1/2) of one percent (1%) of the total bid amount.

- 1. Name: _____
Address: _____
Category of Work: _____ Est. Amount: \$ _____

- 2. Name: _____
Address: _____
Category of Work: _____ Est. Amount: \$ _____

- 3. Name: _____
Address: _____
Category of Work: _____ Est. Amount: \$ _____

- 4. Name: _____
Address: _____
Category of Work: _____ Est. Amount: \$ _____

NOTE: Use additional sheets of paper if necessary

BIDDER'S NAME: _____
(Submit with Bid Proposal)

DEBARMENT AND SUSPENSION CERTIFICATION

Contractor and all subcontractors shall meet debarment, suspension, ineligibility, and voluntary exclusion requirements pursuant to Executive Order 12549. See Appendix C, Federal Requirements, of these Specifications. A list of excluded parties may be found at the following website: https://sam.gov/search/?index=all&page=1&sort=modifiedDate&sfm%5Bstatus%5D%5Bis_active%5D=true .

Contractor shall return with its Bid Proposal **this form**.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

BIDDER'S NAME _____

(Submit with Bid Proposal)

BUY AMERICA CERTIFICATION

49 C.F.R. § 661.6, for the Procurement of Steel, Iron, or Manufactured Products

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date _____

Signature _____

Company Name _____

Title _____

BIDDER'S NAME: _____
(Submit with Bid Proposal)

NONLOBBYING CERTIFICATION
LOBBY RESTRICTIONS

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. § 1601, et seq .)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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. section 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.

[Note: Pursuant to 31 U.S.C. section 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

BIDDER'S NAME: _____
(Submit with Bid Proposal)

NONCOLLUSION AFFIDAVIT

In accordance with Title 23 United States Code, Section 112 and Public Contract Code, Section 7106, the Bidder declares under penalty of perjury under the laws of the State of California that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid 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 bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, 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 City of anyone interested in the proposed Contract; that all statements contained in the Bid Proposal are true; and, further, that the Bidder has not, directly or indirectly, submitted his/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.

The above Noncollusion Affidavit is part of the Bid Proposal. Signing this Bid Proposal on the signature page thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false declaration may subject the certifier to criminal prosecution.

This affidavit is to be filled out and executed by the Bidder; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the Bidder should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

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– State of _____, County of _____	
I, _____, being first duly sworn, do hereby state that (Name of Affiant)	
I am _____ of _____ (Capacity) (Name of Firm, Partnership or Corporation)	
whose business is _____	
and who resides at _____	
and that _____ (Give names of all persons, firms, or corporations interested in the bid)	
is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Bid for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the City, is directly or indirectly interested therein.	
_____ Signature of Affiant	_____ Date
Sworn to before me this _____ day of _____, 20____. _____ Notary public My commission expires _____	– Seal

BIDDER'S NAME: _____
(Submit with Bid Proposal)

Firm Address/ Phone Number/ Email Address

NONDISCRIMINATION CLAUSE

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), marital status, age (over 40) or denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code § 12990 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, § 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 or the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR
SUBCONTRACTOR NAME: _____

CERTIFIED BY:

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

BIDDER'S NAME: _____

(Submit with Bid Proposal)

SIGNATURE PAGE

By my signature on this Bid Proposal I certify, under penalty of perjury, that the foregoing statements, pages 1 through 15, and those contained herein are true and correct.

BID SUBMITTED BY:

(Please follow the instructions for each line, as explained below.)

(1) _____ () _____ () _____
Bidding Firm Phone Fax

(2) Corp: State of Incorporation: _____
 Individual
 Partnership
 Other: _____

(3) _____
Business Address

City State Zip Code

(4) By: _____
Signature of Authorized Person

Type or Print Name of Authorized Person and Title

Federal Tax I.D. No.: _____ Date: _____

INSTRUCTIONS FOR SIGNATURE PAGE

LINE 1: The name of the Bidder must be the same as that under which a license is issued, if a license is required. If the Bidder is a corporation, enter the exact name of the corporation under which it is incorporated; if Bidder is an individual, enter name; if Bidder is an individual operating under a trade name, enter name and dba (trade name in full); if a partnership, enter the correct trade style of the partnership; if a joint venture, enter exact names of entities joining in the venture.

LINE 2: Identify here the character of the name shown under (1), i.e., corporation (including state of incorporation), individual, partnership, or joint venture.

LINE 3: Enter the address to which all communications and notices regarding the Bid Proposal and any Contract awarded thereunder are to be addressed.

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LINE 4: (a) If the Bidder is a corporation, the Bid Proposal must be signed by an officer or employee authorized to sign Contracts on behalf of the corporation evidenced by inclusion of one of the following certified by the secretary of the corporation, authorizing the officer or employee to sign contracts (sample certification attached): a copy of the Articles of Incorporation, a copy of the Bylaws, a copy of the Board Resolution or Minutes authorizing the officer or employee to sign Contracts.

(b) If Bidder is an individual, he/she must sign the Bid Proposal, or if the Bid Proposal is signed by an employee or agent on behalf of the Bidder, a copy of a power of attorney must be on file with the City of Fresno prior to the time set for the opening of the bids or must be submitted with the Bid Proposal.

(c) If the Bidder is a partnership, the Bid Proposal must be signed by all general partners; or by a general partner(s) authorized to sign Contracts on behalf of the partnership evidenced by inclusion of either a copy of the Partnership Agreement or a recorded Statement of Partnership.

(d) If the Bidder is a joint venture, the Bid Proposal must be signed by all joint venturers; or by a joint venturer(s) authorized to sign Contracts on behalf of the joint venture evidenced by inclusion of either a copy of the Joint Venture Agreement or a recorded Statement of Joint Venture; and if the joint venturer(s) is a corporation or a partnership signing on behalf of the Joint Venture, then Paragraphs (a) and c) above apply respectively.

Where Bidder is a partnership or a corporation, the names of all other general partners, or the names of the president and secretary of the corporation, and their business addresses must be typewritten below:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____

NOTE: All addresses must be complete with street number, City, State and Zip Code.

SAMPLE CERTIFICATION

I, _____, certify that I am the secretary
Name
of the corporation named herein; that _____ who signed this
Name
Bid Proposal on behalf of the corporation, was then _____ of
Title
said corporation; that said Bid Proposal is within the scope of its corporate powers and was
duly signed for and on behalf of said corporation by authority of its governing body, as evidenced
by the attached true and correct copy of the _____
Name of Corporate Document

By: _____

Name: _____

Title: Secretary

Date: _____

SAMPLE PRODUCT REQUIREMENTS CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation, hereinafter called the "City," and [Contractor Name], [Legal Identity], hereinafter called the "Contractor," as follows:

1. CONTRACT DOCUMENTS. The "Notice Inviting Bids," "Instructions to Bidders," "Bid Proposal," and the "Specifications" including "General Conditions", "Special Conditions" and "Technical Specifications" for the following: [Title] (Bid File No. [Number]) [Alternates (if any)] copies of which are annexed hereto, together with all the drawings, plans, and documents specifically referred to in said annexed documents, and are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. For the estimated monetary consideration of [WRITTEN \$ AMOUNT] DOLLARS AND [WRITTEN CENTS AMOUNT] CENTS (\$[DOLLAR AMOUNT]), as set forth in the Bid Proposal, Contractor promises and agrees to furnish or cause to be furnished, in a new and working condition, and to the satisfaction of City, and in strict accordance with the Specifications, all of the items as set forth in the Contract Documents.

3. PAYMENT. City accepts Contractor's Bid Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents. Contractor agrees to accept electronic payment from the City.

4. INDEMNIFICATION: To the furthest extent allowed by law, including California Civil Code section 2782 (if applicable), Contractor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. Contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or by the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

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IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

[Contractor Name],
[Legal Identity]

CITY OF FRESNO,
a California municipal corporation

By: _____

By: _____

Name: _____
(Type or print written signature.)

[Name], Purchasing Manager
Finance Department

Dated: _____

Title: _____

Dated: _____

ATTEST:
TODD STERMER
City Clerk

By: _____

By: _____
Deputy

Name: _____
(Type or print written signature.)

Title: _____

No signature of City Attorney required. Standard Document #FIN 4.0 has been used without modification, as certified by the undersigned.

Dated: _____

By: _____

[City Certifier Name]
[City Certifier Title]
Finance Department

City address:

City of Fresno
Attention: [Name], [Title]
[Street Address]
Fresno, CA [Zip]

DIVISION III – GENERAL CONDITIONS

Summary:

Division III describes the framework for the entire relationship between the parties in connection to a project or purchase.

TERMS AND CONDITIONS

1. **DEFINITIONS:** Wherever used in the Specifications, including the Instructions to Bidders and the Bid Proposal, or any of the Contract Documents, the following words shall have the meaning herein given, unless the context requires a different meaning.

- (a) "Bidder" shall mean and refer to each person or other entity submitting a bid proposal, whether or not such person or entity shall become a Seller by virtue of award of a Contract by the City.
- (b) "City," "Buyer," "Owner," "Vendee" and "City of Fresno" shall each mean and refer to the City of Fresno, California.
- (c) "Contract" and "Contract Documents" shall each mean and refer to these Specifications, including the Instructions to Bidders, the Bid Proposal and any addenda thereto, the Agreement and other standard Specifications, City's Specifications and other papers and documents incorporated by reference into or otherwise referred to in any of the foregoing documents, whether or not attached thereto.
- (d) "Contractor," "Seller," "Supplier" and "Contractor" shall each mean and refer to each person or other entity awarded a Contract hereunder and named or to be named in the Agreement with the City to furnish the goods or services, or both, to be furnished under the Contract.
- (e) "Council" and "City Council" shall each mean and refer to the Council of the City.
- (f) "Goods" and "Merchandise" shall each mean and refer to the equipment, material, article, supply or thing to be furnished by the Seller under the Contract.
- (g) "Purchasing Manager" shall mean and refer to the Purchasing Manager of the City.
- (h) "Specifications" shall mean and refer to all of the Contract Documents.
- (i) "Working day" shall mean and refer to City regular business day.

2. **PRODUCTS LIABILITY INSURANCE:** If these Specifications are for equipment with moving parts, the Contractor shall maintain, and provide the City of Fresno with verification of, manufacturer's products liability insurance policy in excess of \$1,000,000 on said Bid Item(s) equipment.

3. **INDEMNIFICATION:** To the furthest extent allowed by law, including California Civil Code section 2782 (if applicable), Contractor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. Contractor's obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or by the willful misconduct, of the City or any of its officers, officials, employees, agents or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

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This section shall survive termination or expiration of this Contract.

4. WORKMANSHIP GUARANTY: The workmanship of the goods or services provided to the City by the Contractor will be in accordance with generally accepted standards.

5. WARRANTY: For the purchase of equipment and material, the Contractor, unless otherwise provided in the Specifications, shall guarantee all items furnished in accordance with the standard guarantee offered by the manufacturer to cities and consumers of the product. The Contractor shall be responsible for all warranty costs, including the transportation costs to and from the repair station.

6. PRECEDENCE OF CONTRACT DOCUMENTS: The order of precedence of documents shall be: (1) Rules and Regulations of Federal Agencies relating to the source of funds for this purchase; (2) Supplemental Agreements, Change Orders, or Contract the one dated later having precedence over another dated earlier; (3) Special Conditions; (4) General Conditions; (5) Technical Specifications.

Whenever any conflict appears in any portion of the Contract, it shall be resolved by application of the order of precedence.

7. CONTRACT DOCUMENTS: Upon award of the Contract, the Contractor shall execute and submit all required documents (which will include the "Contract," a sample of which is included in these Specifications on page 1.10) to the Purchasing Manager, 2600 Fresno Street, Room 2156, Fresno, California 93721 in a form acceptable to the City of Fresno within 15 calendar days (except in the event federal funding is applicable to this Contract, then 10 working days) from the date of Notice of Award. Failure to provide said documents within the designated period shall be sufficient cause to forfeit the Contractor's bid deposit and initiate a departmental recommendation to the Council to award the Contract to the next lowest responsive and responsible Bidder.

8. ASSIGNMENT OF PAYMENT: Contractor hereby agrees it will not assign the payment of any monies due it from the City under the terms of this Contract to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due Contractor directly to Contractor.

9. PATENTS: For the purchase of equipment and material, the Contractor shall hold the City of Fresno, its officers and employees, harmless from any and all liability for damages arising out of the use of any patented material, equipment, device or process incorporated into or made a part of or required by the manufacturer's specifications to be used on or in connection with the material, equipment or supplies purchased by the City pursuant to these Specifications, and Contractor agrees, by submission of a proposal hereunder, to defend the City, at Contractor's sole expense, in any action or suit for damages or injunctive relief on account of any allegedly unauthorized use of or infringement of patent rights on any patented material, equipment, device or process, if the City is named as a defendant in any such action or suit.

10. OSHA COMPLIANCE: For the purchase of equipment and material, the items covered by this Contract must conform with the Safety Orders of the State of California, Division of Industrial Safety, pursuant to the California Occupational Safety and Health Act, and the Federal Standards established by the Occupational Safety and Health Act of 1970, and their present and future amendments during the term of this Contract. In the event of a conflict between such Safety Orders and Federal Standards, the items shall conform to the respective Order or Standard which is more restrictive.¹¹

RECYCLING PROGRAM: In the event Contractor maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Contractor at its sole cost and expense shall:

(i) Immediately establish and maintain a viable and ongoing recycling program, approved by City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

(ii) Immediately contact City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.

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(iii) Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11. **DELIVERY AND EXTENSIONS:** Unless otherwise provided in the Specifications, delivery shall be made F.O.B. the specified place of delivery within the City of Fresno or environs.

If Contractor is delayed making delivery by any conditions or events beyond the reasonable control of Contractor and without its fault or negligence such as acts of God or the public enemy, acts of City in its contractual capacity or otherwise, illegal strikes, boycotts or like illegal obstructive action by employee or labor organizations, illegal general lockouts or other defensive action by employers, whether general or by organizations of employers, fires, floods, epidemics, quarantine restrictions, and delays of common carriers; Contractor shall have no claim for damages against City for any such cause of delay, but shall in such cases be entitled to such extension of time as shall reasonably compensate for actual loss of time occasioned thereby, upon application to said City Manager for such extension; provided, that no such extension of time shall be granted unless Contractor shall have notified the Purchasing Manager in writing, of the condition or event which is expected to cause a delay in delivery and the actual or estimated number of days of delay anticipated on account thereof, within one week after the commencement or occurrence of the condition or event. Contractor shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Purchasing Manager of the cessation of such occurrence. The decision of said City Manager as to the number of additional days, if any, to be allowed for completion of delivery on account of such condition or event, shall be given in writing to Contractor.

12. **PAYMENT:** Unless otherwise provided in the Specifications, payment of the Contract price shall be made by City to Contractor in lawful money of the United States by warrant of City issued and delivered to Contractor in the ordinary course of City business promptly after completion of delivery of the specified item(s) and their acceptance by City.

13. **TERMINATION FOR CONVENIENCE:** The City reserves the right to terminate this Contract upon 60 calendar days prior written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory service performed to the date of termination.

14. **TERMINATION FOR NON-PERFORMANCE:** If Contractor shall (i) materially breach any of its obligations under this Contract (including, without limitation, the failure to meet quality standards or to complete delivery, within the time specified herein, of all or any part of the materials, equipment, supplies or services to be provided under the Contract), and (iii) fail to commence and diligently pursue reasonable efforts to cure such breach within 5 calendar days after written notice by the City specifically describing the breach; the City Manager or his/her designee, acting for and on behalf of the City, may at any time after the expiration of the time for delivery, terminate the Contract as to the whole thereof, or in the event partial delivery has been made and accepted, as to such items or service to be furnished which have not been delivered or accepted prior to such termination. Such termination shall be effective upon receipt by Contractor of written notice of termination from said City Manager or his/her designee, which notice shall be deemed to have been received by Contractor, if mailed, within forty-eight hours to Contractor's address as contained in the Contractor's Bid Proposal or, if personally delivered, upon the delivery thereof to Contractor, the authorized representative of Contractor, or to the Contractor's said address.

The Contractor may terminate this Contract if City materially breaches any of its obligations under this Contract and fails to commence and diligently pursue reasonable efforts to cure such breach within 30 calendar days after written notice by the Contractor specifically describing the breach. Such termination shall be effective upon receipt by City of written notice of termination from Contractor, which notice shall be deemed to have been received by City, if mailed, within forty-eight hours to City's address as contained on the signature page of the Contract or, if personally delivered, upon the delivery thereof to the authorized representative of City or to City's said address.

15. **NOTICES:** Except as otherwise expressly provided in the Specifications, any notice required or intended to be given to either party under the terms of this Contract shall be in writing and shall be deemed to be duly given if delivered personally or sent by United States registered or certified mail, with postage prepaid, return

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receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of the Bid Proposal in the case of the Contractor and at the address set forth on the signature page of the Contract in the case of the City, or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

16. **BINDING**: Subject to the following section, once this Contract is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

17. **ASSIGNMENT**: The Contract is personal to the Contractor and there shall be no assignment, transfer, sale, or subcontracting by the Contractor of its rights or obligations under the Contract without the prior written approval of the City. Any attempted assignment, transfer, sale or subcontracting by the Contractor, its successors or assigns, shall be null and void unless approved in writing by the City.

18. **COMPLIANCE WITH LAW**: In providing the services required under this Contract, Contractor and its subcontractors shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Contract.

19. **WAIVER**: The waiver by either party of a breach by the other of any provision of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Contract. No provisions of this Contract may be waived unless in writing and signed by all parties to this Contract. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

20. **HEADINGS**: The section headings in this Contract are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Contract.

21. **SEVERABILITY**: The provisions of this Contract are severable. The invalidity, or unenforceability of any one provision in this Contract shall not affect the other provisions.

22. **INTERPRETATION**: The parties acknowledge that this Contract in its final form is the result of the combined efforts of the parties and that, should any provision of this Contract be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Contract in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. **ATTORNEY'S FEES**: If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of the Contract, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

24. **EXHIBITS**: Each exhibit and attachment referenced in this Contract is, by the reference, incorporated into and made a part of this Contract.

25. **CUMULATIVE REMEDIES**: No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

26. **NO THIRD PARTY BENEFICIARIES**: The rights, interests, duties and obligations defined within this Contract are intended for the specific parties hereto as identified in the preamble of this Contract. Notwithstanding anything stated to the contrary in this Contract, it is not intended that any rights or interests in this Contract benefit or flow to the interest of any third parties other than expressly identified within this section. The parties do intend that in the event that the State of California is funding the purchase hereunder, that the State of California be a third party beneficiary under this Contract and all rights, interest and benefits of this Contract accrue to the State.

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27. **FUNDING:** This Contract is contingent on the appropriation of funds by City. Should funds not be appropriated, this Contract may be terminated by City upon prior written notice to Contractor notwithstanding any other provision of these General Conditions.

28. **GOVERNING LAW AND VENUE:** The Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of the Contract and any rights and duties hereunder shall be Fresno County, California.

29. **EXTENT OF CONTRACT:** Each party acknowledges that they have read and fully understand the contents of this Contract. This Contract represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.

30. **MODIFICATIONS AND CHANGE ORDERS:** This Contract may be modified only by written instrument duly authorized and executed by both City and Contractor in accordance with City's current applicable contract change order resolution, as may be revised. The City reserves the right to add, modify or delete items from the Contract including, without limitation, the Special Conditions and Technical Specifications. Any such changes shall be made only by means of a formal change order signed by both the City and the Contractor

31. **INCORPORATED APPENDICES:** The following documents are appended to this Agreement and are incorporated by reference:

- Appendix A – Special Conditions
- Appendix B – Insurance Requirements
- Appendix C – Federal Conditions
- Appendix D – Statement of Work

APPENDICES

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Appendix A – Special Conditions

Appendix B – Insurance Requirements

Appendix C – Federal Conditions

Appendix D – Statement of Work

APPENDIX A

SPECIAL CONDITIONS

Summary:

Appendix A provides clarification, specificity, and added content in addition to the General Conditions that are to be followed during the life of a contract.

CITY OF FRESNO BID SPECIFICATIONS
PRODUCT REQUIREMENTS CONTRACT

SPECIAL CONDITIONS

TERM OF CONTRACT

This Contract shall be in effect for two (2) years from the date of the Notice to Proceed (“Initial Term”). The Contract may be extended, with the mutual written consent of both parties, for three (3) one (1) year increments with price increases/decreases in accordance with the provisions set forth herein, all other terms and conditions specified herein remaining the same. If either the City or Contractor elects not to extend the Contract, or upon expiration of the final one-year extension term, the Contractor shall aid the City in continuing, uninterrupted, the requirements of the Contract, by continuing to perform on a temporary basis, when specifically requested to do so in writing by the Purchasing Manager, for a specified term not to exceed twelve months. Such continuance shall be subject to price increases/decreases in accordance with the provisions set forth herein, and all other terms and conditions remaining the same as if the Contract had been extended for such a temporary period by an amendment hereto.

PRICING CONDITIONS

For the first twenty-four (24) months of the Contract, pricing will be fixed at the proposal pricing. Sixty days prior to the anniversary date of the Contract, the City, with consent of the Contractor, may elect to exercise an option year for cellular and web services as provided in the cost proposal with no change in price.

For Real Time Digital Displays, sixty days prior to the 1-year anniversary date of the Contract, the Contractor may submit proposed pricing revisions for the following 12-month period to the Purchasing Manager of the City of Fresno. The Contractor must provide adequate documentation to substantiate any request for price increase. Any increase in unit price for any item included in this Contract shall not exceed, unless otherwise approved by the Purchasing Manager, the percent change for the following Producer’s Price Index: Producer Price Index by Industry: **Computer and Electronic Product Manufacturing (PCU334334)**, as published by the Bureau of Labor Statistic. In the event that the index drops, the Contractor shall pass on to the City an equivalent reduction in pricing. The basis of the index shall be established as the last available month at the date of the Notice to Proceed.

If, during the course of this Contract, the Contractor’s selling price of any of the item(s) bid, is below the Contract Bid Proposal price, the City will receive the lowest pricing.

CHANGE ORDERS:

The City of Fresno reserves the right to add, modify or delete items from the Contract or Special Conditions or Technical Specifications. Any changes shall be made only by means of a formal Change Order signed by both the City and the contractor.

TERMINATION FOR CONVENIENCE:

The City reserves the right to terminate this Contract upon sixty (60) days written notice to the contractor. In the event of such termination, the contractor shall be paid for satisfactory service performed to the date of termination

TERMINATION FOR NON-PERFORMANCE:

a. If contractor shall fail to meet quality standards or other requirements of the specifications or shall fail to complete delivery, within the time or times specified herein, of all or any part of the materials, equipment, supplies or services to be provided under the Contract, the City Manager of the City of Fresno or his or her designee, acting for and on behalf of the City, may at any time after the expiration of the time for delivery, terminate the Contract as to the whole thereof, or in the event partial delivery has been made and accepted, as to such of the items or service to be furnished which have not been delivered or accepted prior to such termination.

b. The City may terminate this Contract if the contractor materially breaches any of its obligations under this Contract and fails to commence and diligently pursue reasonable efforts to cure such breach within five (5) days after written notice by the City specifically describing the breach.

c. Such termination shall be effective upon receipt by Contractor of written notice of termination from said City Manager, which notice shall be deemed to have been received by contractor, if mailed, within forty-eight hours to contractors address as contained in City's Proposal or, if personally delivered, upon the delivery thereof to contractor, the authorized representative of contractor, or to the contractors said address.

DELIVERY/OR CHANGE TO SERVICE

Cancellation of backorders is not acceptable. Contractor must fill order in its entirety. Deliveries shall be completed within 120 calendar days from notification by the City for release of goods against this Contract. Notification for release may be made verbally, or in writing by the City.

If the contractor fails to meet the specified delivery requirements, the Buyer may procure the goods from another source, and recover any loss (the difference between the contract price and the purchase price paid by the Buyer, including any shipping costs) occasioned thereby, from any unpaid balance due the contractor. The prices paid by the Buyer shall be considered the prevailing market price at the time such purchase is made.

RETURN MERCHANDISE AND REPLACEMENT DELIVERY

In cases of over shipment, incorrect merchandise and/or defective merchandise, the contractor shall have the merchandise picked-up by United Parcel Service (UPS), or a carrier of the contractor's choice, within 14 (fourteen) working days of notification by the City. The cost of return freight shall be the contractor's exclusively. The return merchandise shall be picked up at the location at which it was originally delivered. It will be packaged and addressed by the City. The contractor shall replace said merchandise within 30 (thirty) working days of notification at no additional charge, F.O.B. DELIVERED.

Delivery is to be made between the hours of 8:00 A.M. and 3:30 P.M. and during regular City of Fresno working days.

Delivery of items shall be F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED, delivered to:

FAX Maintenance Division
Attention: Joseph Burgen
2223 "G" Street
Fresno, CA 93706

PAYMENT

The contractor shall be eligible for progress payments upon delivery and acceptance of any number of items.

The contractor must invoice the City of Fresno, Department of Transportation in order to initiate the payment process. Invoices shall conspicuously display the City of Fresno Purchase Order Number and shall be sent to:

FAX Maintenance Division
Attention: Shelle O'Brien
2223 "G" Street
Fresno, CA 93706

APPENDIX B

INSURANCE REQUIREMENTS

Summary:

*Appendix B describes insurance type and coverage amount
required of a successful bidder.*

**PROVISIONS APPLICABLE ONLY FOR SERVICES TO BE PERFORMED ON CITY
PREMISES**

INSURANCE REQUIREMENTS

(a) Throughout the life of this Agreement, contractor shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than “A-VII” in the Best’s Insurance Rating Guide, or (ii) as may be authorized in writing by CITY’S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, contractor or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to contractor shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve contractor of its responsibilities under this Agreement. The phrase “fail to maintain any required insurance” shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by contractor shall not be deemed to release or diminish the liability of contractor, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by contractor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of contractor, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual

Appendix B – Insurance Requirements

liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”

2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

MINIMUM LIMITS OF INSURANCE
EXHIBIT A

Contractor shall procure and maintain for the duration of the contract, and for 5 years thereafter, insurance with limits of liability not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY**
 - (i) \$2,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$2,000,000 per occurrence for personal and advertising injury;
 - (iii) \$4,000,000 aggregate for products and completed operations; and,
 - (iv) \$4,000,000 general aggregate applying separately to the work performed under the Agreement.
2. **COMMERCIAL AUTOMOBILE LIABILITY**

\$1,000,000 per accident for bodily injury and property damage.
3. **Workers’ Compensation Insurance as required by the State of California with statutory limits and EMPLOYER’S LIABILITY with limits of liability not less than:**
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.

UMBRELLA OR EXCESS INSURANCE

In the event contractor purchases an Umbrella or Excess insurance policy(ies) to meet the “Minimum Limits of Insurance,” this insurance policy(ies) shall “follow form” and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Contractor shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and contractor shall also be responsible for payment of any self-insured retentions. Any self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY’S Risk Manager or his/her designee. At the option of the CITY’S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) Contractor shall provide a financial guarantee, satisfactory to CITY’S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. Contractor is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, contractor shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, contractor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.
- (ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.
- (iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees and volunteers as an additional insured. Contractor shall establish additional insured status for the City and for all ongoing and completed operations under the Commercial General Liability policy by use of ISO Forms or an executed manuscript insurance company endorsement providing additional

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Appendix B – Insurance Requirements

- insured status. The Commercial General endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.
- (iv) The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that the contractors' insurance shall be primary to and require no contribution from the City. The Commercial General insurance policy is required to include primary and non-contributory coverage in favor of the City for both the ongoing and completed operations coverage. These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers. If contractor maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by contractor.
 - (v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.
 - (vi) For any claims related to this Agreement, contractor's insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, agents, employees and volunteers shall be excess of the contractor's insurance and shall not contribute with it.
 - (vii) The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.
 - (viii) The Commercial General and Automobile Liability insurance policies shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

PROVIDING OF DOCUMENTS - Contractor shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein **All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences.** All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, contractor shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of contractor shall also be required to provide all documents noted herein.

CLAIMS-MADE POLICIES - If any coverage required is written on a claims-made coverage form:

- (i) The retroactive date must be shown, and must be before the effective date

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Appendix B – Insurance Requirements

- of the Agreement or the commencement of work by contractor.
- (ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or termination of the Agreement, whichever first occurs.
 - (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, or work commencement date, contractor must purchase “extended reporting” period coverage for a minimum of five (5) years after completion of the work or termination of the Agreement, whichever first occurs.
 - (iv) A copy of the claims reporting requirements must be submitted to CITY for review.
 - (v) These requirements shall survive expiration or termination of the Agreement.

SUBCONTRACTORS - If contractor subcontracts any or all of the services to be performed under this Agreement, contractor shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, contractor will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

APPENDIX C

FEDERAL CONDITIONS

Summary:

Appendix C describes the federal conditions required of Federal Transit Administration (FTA) funded projects or purchases.

**FEDERAL CONDITIONS
FOR MATERIALS & SUPPLIES
GREATER THAN \$250,000**

This contract/purchase agreement is subject to a financial assistance contract between the City of Fresno and the Federal Transit Administration, which requires that this contract/agreement contain the following clauses:

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The City and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. section 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. section 1001 and 49 U.S.C. section 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. section 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

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

TERMINATION

(1) Termination for Convenience: The City of Fresno may terminate this contract, in whole or in part, at any time by written notice to the contractor. 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 be paid by contractor. If the contractor has any property in its possession belonging to the City of Fresno, the contractor will account for the same, and dispose of it in the manner the City of Fresno directs.

(2) Termination for Default: If the contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the contractor fails to perform in the manner called for in the contract or if the contractor fails to comply with any other provisions of the contract, the City of Fresno may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

CIVIL RIGHTS

The City is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. section 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Federal transit law at 49 U.S.C. section 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 2000e et seq., and Federal transit laws at 49 U.S.C. section 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. section 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. section 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity).

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Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. sections 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, and Federal transit law at 49 U.S.C. section 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. section 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 et seq., and Federal transit law at 49 U.S.C. section 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient 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 applicable requirements of 49 C.F.R. 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:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Fresno request, which would cause the City of Fresno to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C, as supplemented by 2 C.F.R. Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BUY AMERICA

(1) The contractor agrees to comply with 49 U.S.C. section 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless all 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. section 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. section 5323(j)(2)(C) and 49 C.F.R. section 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The certificate titled *Buy America Certification* must be completed and returned with your bid. This certificate is located on page 11.

RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

(1) The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of California. In the event of litigation between the two parties, proper venue shall be laid in a court of competent jurisdiction in the County of Fresno, State of California.

(2) Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s Maintenance Manager. This decision shall be final and conclusive unless with ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Maintenance 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 the Maintenance Manager shall be binding upon the contractor and the Contractor shall abide by the decision.

(3) Pending final resolution of a dispute in hereunder, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the City's decision.

LOBBYING

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(l) 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 any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal 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 influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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 Section 1352, Title 31, U.S. Code. 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.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

The certificate titled *Non Lobbying Certification* must be completed and returned with your bid. This certificate is located behind the bid form page 12.

CLEAN AIR

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. sections 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. section 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

(1) To 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 the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

(2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor’s bill-of lading).

(3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

(1) Definitions. As used in this clause- “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. “United States” means the 50 States, the District of Columbia, and outlying areas. “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

(2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

(4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers
International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.
<i>Stated Reason(s):</i> _____ _____ _____

(5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

ENERGY CONSERVATION

(1) The contractor agrees to 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.

RECYCLED PRODUCTS

(1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. section 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

(1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National 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.

ADA ACCESS

(1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. section 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 et seq., and Federal transit law at 49 U.S.C. section 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

(1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote 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. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or City.

(2) *Distracted Driver* - The Contractor 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 Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

(1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor’s receipt of each payment made by the City of Fresno. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

NOTICE OF LEGAL MATTERS AFFECTING THE FEDERAL GOVERNMENT

(1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the City of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

(2) 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.

(3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

FTA PROTEST NOTIFICATION

A protestant must exhaust all City of Fresno Procurement administrative procedures and remedies before pursuing a protest with the FTA.

(1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the City of Fresno. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) calendar days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

(2) A protest shall include:

- (a) The name, address, and telephone number, including FAX number if available, of the protestor;
- (b) The signature of the protestor or authorized representative;
- (c) Identification of the contract/solicitation;
- (d) A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;
- (e) The form of relief requested.

(3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

(4) The City will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the City or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

(5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

Solar Real Time Digital Displays, Bid File No. 9589
Appendix C – Federal Requirements

(6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the City, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

(7) The City may proceed with procurement when a protest is pending if the City determines that:

- (a) The items to be procured are urgently required;
- (b) Delivery or performance will be unduly delayed by failure to make the award promptly; or
- (c) Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

(8) FTA will only entertain a protest that alleges:

- (a) The City failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
- (b) Violations of Federal law or regulation.

(9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the City's protest procedure. In instances where the protestor alleges that the City failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protestor knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

- (a) Include the name and address of the protestor.
- (b) Identify the grantee, project number, and the number of the contract solicitation.
- (c) Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

APPENDIX D

STATEMENT OF WORK

Summary:

*Appendix D is a narrative description of the project's work/
product requirements.*

PART I – BACKGROUND

The City of Fresno’s Department of Transportation/Fresno Area Express (FAX) operates scheduled fixed-route services throughout the Fresno-Clovis Metropolitan Area (FCMA). During FY19 FAX provided over 10 million fixed route passenger trips with a fleet of over 100 buses.

As operations and ridership grows, it is integral for FAX to adopt “smart” initiatives that delivers real-time information to passengers that is attractive, informative, and ultimately leads to higher passenger satisfaction and decongested roadways.

PART II – GENERAL

2.01 Overview

- A. It is the purpose and intent of these Specifications to describe the minimum requirements for Solar Real Time Digital Displays to be used by the FRESNO AREA EXPRESS (FAX) Division of the TRANSPORTATION Department within the City of Fresno.
- B. All items not specifically mentioned which are required for a complete unit shall be included in the unit bid price.
- C. All equipment and accessories to be furnished must be new and in current production. All products shall conform in design, strength, quality of material and workmanship to current industry standards.
- D. All equipment and accessories shall comply with regulations of the Federal Occupational Safety and Health Administration (OSHA) and the California Occupational Safety and Health Administration (Cal/OSHA), whichever is more restrictive.

Prior to delivery, all equipment shall be completely inspected, and services performed as prescribed by the manufacturer(s).

2.02 Required Standards

- A. ADA Compliance – All products shall be in compliance with ADA standards, to include:
 - i. 2” character height
 - ii. Arial font
 - iii. Adequate spacing between characters
 - iv. Audible bus arrival announcements
 - v. Text to speech audio
 - vi. Contrasted background and characters
 - vii. Comply with current Title 24 California Building Code requirements, including but not limited to 11B-216.13 and 11B-703

Appendix D – Statement of Work

- B. Wind Rating – All products shall be wind rated up to 150 MPH.
- C. Operating Temperature – All products shall withstand temperatures of -4 °F to +158 °F
- D. Operating Humidity – All products shall withstand humidity environments of 10% to 90% noncondensing
- E. Shock Resistance – All products shall be designed and built to NEMA TS4 Section 2 Standards

PART III – PRODUCT

3.01 Single Sided Solar LED Real Time Digital Display

- A. Dimensions
 - i. Length – Between 25 to 42 inches
 - ii. Height – Between 10 to 38 inches
 - iii. Width – Between 2 to 4 inches
- B. Display
 - i. 2 line, 24-character display with ability to scroll text
 - ii. Space for branding line
 - iii. Multi-colored and customizable sign lighting
 - iv. Auto adjustment of brightness (day/night)
- C. Casing – Real-time sign enclosure and subcomponents shall be fully sealed, water proof, and IP65/NEMA 4 rated or greater.
- D. Display Overlay – Clear cover shall be shatterproof, vandal resistant, and quick-replace
- E. Power Source –
 - i. The contractor shall provide integrated solar panels to power the pole mounted digital display sign.
 - ii. The contractor shall provide detached solar panels to power the shelter mounted digital display sign.
- F. Hardware – All external hardware shall be tamper resistant.
- G. Electronics – Industrial rated for outdoor use
 - i. Computer or media player shall be located inside the unit or in an exterior non-air conditioned or insulated communication cabinet near the bus shelters.
 - ii. Data connection shall be through cellular modem.
- H. Battery
 - i. The battery shall allow the digital display sign to operate for 7 days without sunlight.
 - ii. The battery shall have a life of 10 years or more.
 - iii. The battery shall be capable of charging within 2 hours in direct sunlight.
- I. Communications
 - i. Cellular Communication

J. Mounting

- i. Shall be capable of being mounted to transit shelter
- ii. Shall be capable of being mounted on top of pole, out of reach of ridership

3.02 Single Sided Solar E-Ink Real Time Digital Display

A. Dimensions

- iv. Length – Between 25 to 42 inches
- v. Height – Between 10 to 38 inches
- vi. Width – Between 2 to 4 inches

B. Display

- i. Low power technology
- ii. Presents static text and images in black and white
- iii. Embedded and adjustable LED front illumination with push button for nighttime use

C. Casing – Real-time sign enclosure and subcomponents shall be fully sealed, water proof, and IP65/NEMA 4 rated or greater.

D. Display Overlay – Clear cover shall be shatterproof, vandal resistant, and quick-replace

E. Power Source –

- i. The contractor shall provide integrated solar panels to power the pole mounted E-Ink sign.
- ii. The contractor shall provide detached solar panels to power the shelter mounted digital display sign.

F. Hardware – All external hardware shall be tamper resistant.

G. Electronics – Industrial rated for outdoor use

- i. Computer or media player shall be located inside the unit or in an exterior non-air conditioned or insulated communication cabinet near the bus shelters.
- ii. Data connection shall be through cellular modem.

H. Battery

- i. The battery shall allow the digital display sign to operate for 7 days without sunlight.
- ii. The battery shall have a life of 10 years or more.
- iii. The battery shall be capable of charging within 2 hours in direct sunlight.

I. Communications

- i. Cellular Communication

J. Mounting

- i. Shall be capable of being mounted to transit shelter
- ii. Shall be capable of being mounted on top of pole, out of reach of ridership.

PART IV – SERVICES

4.01 Diagnostic Monitoring

- A. Real-Time Health Monitoring – The contractor shall provide diagnostic services that provides real time information on individual signs', to include but not limited to:
 - i. Product temperature
 - ii. Low power
 - iii. Communication status
 - iv. Open, broken, or shorted LEDs
 - v. Product location
- B. Event Logging – The contractor shall provide diagnostic services that provide historical data for each individual sign's troubleshooting, health diagnostic, or fault conditions.
- C. Health Monitoring Alert Feature – The contractor shall provide a diagnostic service that is capable of alerting FAX personnel by SMS or email in real time of any fault conditions. This feature shall be customizable to allow FAX personnel to select the type of notification desired (e.g. turn off alert SMS alerts for broken LED, but not email notifications).
- D. Analytics (Desired) – It is desired, that the contractor provide analytics feature with diagnostic services to better assist FAX personnel in identifying patterns of a given product and assist FAX in making informed and effective business decisions.

4.02 Web Portal

- A. Interfacing – The contractor shall provide a web portal that is accessible using a standard web browser (e.g. Internet Explorer, Firefox, Chrome, etc.) from any desktop PC.
- B. Web Portal Content – The contractor shall provide a web portal that at a minimum has the following real time content:
 - i. Diagnostic Monitoring as described in Section 5.01.
 - ii. Product location
 - iii. Product identification
 - iv. Information on the content that individual signs are displaying
- C. Signage Content Management – The contractor's web portal shall be capable of allowing FAX personnel to immediately change and modify content being displayed by signage per individual sign, groups, or in mass.
 - i. Public Service Announcement (PSA) – FAX personnel shall have the capability to disseminate PSA through signage. This feature shall be customizable as to allow the user to set the start dates and end dates in advance with desired content to be advertised.
 - ii. Emergency Alerts – FAX personnel shall have the capability to disseminate emergency alerts through signage (e.g. amber alerts, imminent threats to public safety, local incident information, national emergencies, etc.). This

feature shall be capable of alerting the public immediately and without delay upon request from FAX personnel.

1. Alternate Means of Request – In the event FAX personnel are unable to use the web portal to initiate an emergency alert, the contractor shall provide an alternate means of disseminating emergency alerts through signage. NOTE: This requirement does not obligate the contractor to perform in situations beyond their control (e.g. power outages, connectivity disruption, destruction of signage, etc.).

4.03 GTFS Feeds Static and Real-Time

- A. Compatibility – The contractor shall provide a product that will digest GTFS static and real-time feeds from Google's Application Program Interface (API).
- B. Integration – The contractor shall work with FAX personnel to test and integrate the contractor's system with FAX's GTFS feeds.
- C. Refresh Rates – The contractor shall provide a product that will update signage in real-time.
- D. Connectivity Disruptions – The contractor shall provide a product capable of automatically providing a backup schedule to signage in the event real time information is not being reported.
- E. Maintenance – The contractor will provide continuous support throughout the life of the contract to maintain connectivity and mitigate disruption between signage and data feeds.

PART V – WARRANTY AND SUPPORT

5.01 Manufacture Standard Warranty

- A. All components to be supplied under contract shall include the manufacturer's standard 5-year minimum warranty for replacement or repairs. The warranty shall include repair or replacement of all failed components at a factory authorized depot repair service.
- B. A warranty certificate shall be supplied for each component from the designated depot repair site indicating the start and end dates of the warranty. The certificate shall be supplied at the conclusion of the System Acceptance Test. The certificate shall name FAX as the recipient of the service. FAX shall have the right to transfer this service to other private parties who may be contracted to perform overall maintenance of the equipment.

5.02 Software and Server Support

- A. As applicable, contractor will provide a software support and a server support plan for the application installed at FAX for 24 months with an option of three additional years of support. This will include, but not limited to, software updates, cellular data, cloud service, patches, and server replacements.

PART VI – TRAINING

6.01 General Training Requirements

- A. The contractor shall provide training in the operation and maintenance of the Real Time Digital Display system including but not limited to course development and providing instructors, supplying handouts, manuals, and classroom aids.
- B. Practical hands-on training on the Real Time Digital Display equipment shall occupy a significant portion of all training classes.
- C. The training presentations and material shall be in English.
- D. Training sessions shall be conducted at FAX facilities.
- E. Instruction shall be designed to include course described below and shall cover equipment familiarization and system operations. The level of training shall be sufficient to bring designated employees to the level of proficiency required for performing their respective duties.
- F. The Contractor shall provide experienced and qualified instructors to conduct all training sessions at Agency-designated training facilities. The Contractor shall be responsible for ensuring that the instructors teaching these training courses are not only familiar with the technical information, but are able to utilize proper methods of instruction, training aids, audiovisuals and other materials to provide for effective training.
- G. The Contractor shall record onto standard DVD discs or other media acceptable to FAX at least one session of each different training course.
- H. The Contractor shall provide training equipment that is identical to the equipment in the field to allow the users to receive hands-on training in the classroom environment.
- I. The Contractor shall submit a Training Plan and Schedule for FAX review at least ninety (90) days prior to the commencement of the training.
- J. The Contractor shall submit the Training Curricula and Materials for review by FAX at least sixty (60) days prior to the commencement of the training. No training shall occur until training materials have been approved by FAX. The curricula shall meet all training requirements and indicate course content, training time requirements, and intended audience.
- K. The Contractor shall provide experienced and qualified instructors to teach the training courses as described below. The Contractor shall submit resumes of the instructors at least sixty (60) days prior to the beginning of the training course for approval by FAX

6.02 Maintenance Training

- A. The Contractor shall provide an instructor who is experienced and qualified in the troubleshooting and maintenance of the OMS equipment.
- B. The Contractor's instructor(s) shall instruct FAX instructors and technicians who will be responsible for maintenance of the equipment.

Appendix D – Statement of Work

- C. Maintenance technician training shall commence during the time when equipment is installed in, or at Agency facilities, including bus stations, transit terminals, and FAX maintenance facilities.
- D. The Contractor shall conduct troubleshooting and repair tests to demonstrate the competency of the training participants in the maintenance of the equipment at the completion of the training.

6.03 Information Technology Training

- A. The Contractor shall provide training to fully familiarize Information Technology (IT) personnel with all aspects of the Central Management System and the Real Time Display software including the structure of the application, tables utilized network connections and settings, plus other similar information.
- B. The Contractor shall conduct training on the Real Time Display's Central Management System and the Real Time Display that is sufficiently detailed to provide a thorough understanding of the following elements:
 - i. Application architecture
 - ii. Data dictionaries
 - iii. Data flows
 - iv. System flows
 - v. Interfaces
 - vi. Data base table relationships
 - vii. Development tools used
 - viii. Development assumptions
 - ix. Data conversion methods
 - x. Directory structures
 - xi. Recommended backup procedures
 - xii. Processing scripts
 - xiii. Application programs
 - xiv. Data security
 - xv. Database tuning
 - xvi. Archival processes
- C. Data diagrams shall be developed using the latest version of Visio.
- D. All programs shall be defined and described fully showing all inputs/outputs, samples of reports, logic flows and major functions described, as well as assumptions used during program development.
- E. Contractor shall provide a parts list, with prices and OEM part numbers for all equipment provided.

6.04 Operator Training

- A. The Contractor shall provide an instructor who is experienced and qualified in the operation of the Real Time Display System.
- B. The Contractor shall instruct FAX instructors and employees who will operate the equipment on a day-to-day basis.

- C. The Contractor shall conduct operational tests to demonstrate the competency in the training participants in the operation of the Real Time Display equipment at the completion of the training.

6.05 Training Materials

- A. The Contractor shall prepare training materials as specified herein.
- B. Course Outlines. Course outlines with learning objectives shall be provided for each training course. The course outline shall provide a topic outline for each major operating function. Maintenance courses shall include a section devoted to system fault analysis and troubleshooting.
 - i. Lesson Plans. A set of lesson plans shall be developed for each topic outline, and shall contain the following information:
 - 1. Lesson title
 - 2. Lesson objectives
 - 3. Training aids required
 - 4. Sequence of instruction
 - ii. Training Aids. Visual aids shall be developed for each topic.
 - iii. Instructional Material. The primary source of instructional material shall be the applicable equipment operating and maintenance manuals. In addition, the Contractor
 - iv. shall develop, for each course, notebooks containing such additional drawings, descriptive information and procedures necessary to ensure that all learning objectives are met in an orderly and timely manner
 - v. Instructional Equipment. Training shall be conducted utilizing equipment that is identical to field equipment in normal operating condition. All operating equipment, tools, and test equipment needed for the training program shall be furnished by the Contractor.

PART VII – POST AWARD: PARTS AND ACCESSORIES

- A. After award the contractor shall furnish a catalog with pricing of all parts and accessories associated with the products.
- B. On the anniversary of the contract, the contractor shall furnish a catalog with pricing of all parts and accessories associated with the products.