

Bus Stop Sign Procurement,
Bid No. 9571



INFORMAL BID SPECIFICATIONS
PRODUCT REQUIREMENTS CONTRACT FOR:

BUS STOP SIGN PROCUREMENT

BID FILE NUMBER: 9571

PROCUREMENT SPECIALIST: Sandra Gamez
SCHEDULED BID OPENING: December 1, 2020
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PHONE: (559) 621-1169
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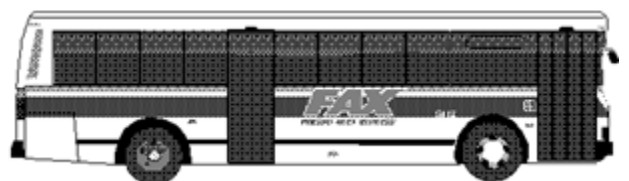


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DIVISION I – INTRODUCTION

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.

NOTICE INVITING BIDS (INFORMAL) PRODUCT PURCHASE

Electronic bids will be received at the office of the Purchasing Manager of the City of Fresno for the following:

PRODUCT REQUIREMENTS CONTRACT FOR:
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all in accordance with the plans and/or specifications, delivered F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED, to CITY OF FRESNO, 2223 G STREET, FRESNO, CALIFORNIA 93706.

OBTAINING BID DOCUMENTS

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

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

Bids can be submitted electronically only.

The Bid Proposal forms and specifications may be obtained from the Office of the Purchasing Manager (phone 559-621-1332). Any questions concerning this bid should be referred to the designated Procurement Specialist as shown on the bid specification Cover Page and may be submitted electronically utilizing the Questions and Answers field on Planet Bids at least three (3) days prior to the bid opening date.

BID DUE DATE

Bid Proposals must be filed electronically using Planet Bids, with the Purchasing Manager prior to the bid opening at 2:00 p.m, **December 1, 2020**, when the bids will be publicly opened and recorded. Electronically filed is defined as by means of electronic equipment or devices.

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.

The meeting room is physically accessible. Services of an interpreter and additional accommodations such as assistive listening devices 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.

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 Regulations (CFR) 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. No goal has been established for this contract.

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 electronically filed:

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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 2:00 p.m. or after will **not** be accepted. The time stamp in the Planet Bids will be the official clock for documenting the time of filing. Electronically filed is defined as by means of electronic equipment or devices.

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 3 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

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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, *Bid Opportunities, Anticipated 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 5:00 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) 488-1069

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-responsible. Additionally, the City may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

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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.

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

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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.

REQUIRED

- 1. **BID PROPOSAL**, pages 3 to 4
- 2. **ACH AUTHORIZATION AGREEMENT FORM**, page 6
- 3. **BUSINESS LOCATION AND BUSINESS LICENSE**, page 7
- 4. **DISADVANTAGE BUSINESS ENTERPRISE**, page 8
- 5. **DEBARMENT AND SUSPENSION CERTIFICATION**, page 9
- 6. **DISCLOSURE OF CONFLICT OF INTEREST**, page 10
- 7. **NONDISCRIMINATION CLAUSE**, page 11
- 8. **ADDENDA** - Signature page of all Addenda issued, if applicable.
*****(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: _____
 (Return to City of Fresno)

BID PROPOSAL
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TERM OF CONTRACT The Contract shall be in effect for three (3) years base contract from the date of the Notice to Proceed and two (2) optional one (1) year extensions. 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:

<u>BID ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	1	12" X 18" Bus Stop Sign	EA	\$ _____	\$ _____
2	1	12" x 12" Bus Route Sign	EA	\$ _____	\$ _____
3	1	4" x 5" Route Number Decals (White w/Black Numbers)	EA	\$ _____	\$ _____
4	1	4" x 5" Route Number Decals (Black w/White Numbers)	EA	\$ _____	\$ _____
5	1	4" x 5" Route Number Decals (Blank White)	EA	\$ _____	\$ _____
6	1	4" x 12" Braille Sign	EA	\$ _____	\$ _____
7	1	3.8" x 1.25" Route ID Decal	EA	\$ _____	\$ _____

SALES TAX (7.975%): \$ _____

FREIGHT: \$ _____

BIDDER'S NAME: _____
(Return to City of Fresno)

BID PROPOSAL (Continued)
PRODUCT PURCHASE CONTRACT FOR:
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The Total Amount of Bid is: _____ TOTAL NET BID AMOUNT: \$ _____ Dollars
and _____ Cents.

NOTE: This is an informal bid for projects under \$143,000. Award of a contract for more than \$143,000 cannot be made on the basis of this bid. **If your bid amount exceeds \$143,000, please indicate so. Do not disclose your actual bid amount.**

The quantities listed on the Bid Proposal page(s) are annual estimates, shown for bidding purposes only. The actual requirement of the City may be more or less than the quantities specified. The City will pay for only those items which it actually orders during the term of the Contract.

At a minimum, the life of the contract will be no less than fifty (50) units.

At a maximum, the life of the contract will not exceed one-thousand (1000) units.

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

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.

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.

(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 _____

(Return to City of Fresno)

BUSINESS LOCATION AND BUSINESS LICENSE

The undersigned bidder:

- () does maintain
- () does not maintain a place of business within the City of Fresno.
- () The undersigned Bidder has a current City of Fresno Business License No. _____ which is valid until _____.

Note: Businesses not located within the City of Fresno do not need a business license to supply products to the City of Fresno.

BID SUBMITTED BY: The undersigned agree to furnish the goods or services listed in the Bid Proposal at the prices and terms stated, and in accordance with the City's General Provisions.

(1) _____
Bidding Firm Area Code/Telephone No. Fax. No.

(Corp) (Individual) (Partner) (Other)

(2) _____
Business Address

City State Zip Code

FAX No.: _____ Fed. Tax ID No: _____

(3) _____
Signature of Authorized Person Date

Type or Print Name of Authorized Person Title

REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.

PLEASE FOLLOW THE FOLLOWING INSTRUCTIONS REFERENCING THE ABOVE:

- (1) The name of the bidder must be the same as that under which a license is issued, if a license is required.
- (2) Enter the address to which all communications and notices regarding the Bid Proposal and any contract awarded thereunder are to be addressed.
- (3) The bid must be signed here by an individual if the bidder is an individual; general partner authorized to sign contracts on behalf of the partnership; or officer or employee authorized to sign contracts on behalf of the corporation.

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

DBE DATA REQUEST

This information is being gathered for informational purposes only and failure to provide this information will have no impact whatsoever on the evaluation of your bid or proposal.

No contract goal has been established for this contract
All information submitted on this form is subject to review by the DBE Coordinator

Commitment Percentage: _____

I certify that the information contained in this good faith effort documentation form is true and correct to the best of my knowledge. I further understand that any willful falsification, fraudulent statement or misrepresentation could make this bid non-responsive.

Bidder/Authorized Representative Signature: _____

Title: _____ Date: _____

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. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 13%

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: \$ _____

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/SAM/>.

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.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

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

DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

 Signature

 Date

 Name

 Company

 Address

 City, State, Zip

Additional page(s) attached.

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 Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), 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: _____

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

Definitions: Wherever used in these Specifications, including the Bidding Instructions and the Bid Proposal, the following words shall have the meaning herein given, unless the context requires a different meaning.

- (a) "Buyer," "Vendee," "City of Fresno" shall each mean and refer to the City of Fresno, CA, unless otherwise indicated.
 - (a) "Seller," "Vendor," "Supplier," "Contractor" shall each mean and refer to each person or other entity awarded a contract hereunder and named or to be named in the contract with the Buyer to furnish the goods or services, or both, to be furnished under the contract.
- (c) "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 buyer.
- (d) "Contract" shall mean and refer to the City's acceptance of vendor's bid by issuance of a Purchase Order.
- (e) "Goods," "Merchandise" shall each mean and refer to the equipment, material, article, supply or thing to be furnished by the Seller under this bid

Purchase Order Identification: The City's Purchase Order number must appear on all invoices, packages, shipping notices, instructions manuals and other written documents affecting this order. A packing list shall be enclosed in each box or package shipped under this contract, indicating the contents therein.

Acceptance of Goods: All goods purchased hereunder are subject to Buyer's inspection and acceptance. Goods rejected by Buyer for whatever reason shall be held, transported or stored at Seller's sole expense. Seller shall promptly reimburse Buyer for any such expenses.

Liquidation Damages: Time of delivery is of the essence, and the City and contractor, each agree that actual damages to the City, and actual damages for the inconvenience and loss which will flow to the inhabitants of the City, from any delay in delivery beyond the date or dates provided herein, or portions thereof, are extremely difficult or impossible to determine, and, accordingly, it is agreed that the contractor shall be liable for and shall pay to the City, as fixed, agreed, and liquidated damages, and not as a penalty the sum of Fifty Dollars (\$50.00) per day for each calendar day of delay in delivery of item(s) from the maximum delivery date as specified herein or in any written extension of time granted by the City. Such payment due the City will be deducted by the City from any payment due to the contractor for item(s) delivered. Otherwise, contractor will reimburse City within 30 days of receipt of invoice from the City.

Delivery: Unless otherwise stated in the purchase order, delivery is to be made between the hours of 9 A.M. and 2:30 P.M. and during regular City of Fresno working days.

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If contractor is delayed making delivery by any acts or neglect of Buyer or its employees, or by acts of God which contractor could not reasonably have foreseen and provided for, or by illegal strikes, boycotts or like illegal obstructive action by employee or labor organizations, or by any illegal general lockouts or other defensive action by employers, contractor shall have no claim for damages against Buyer for any such cause of delay. Contractor shall in such cases be entitled to such extension of time as shall reasonably compensate for actual loss of time occasioned thereby.

No such extension of time shall be granted unless contractor notifies 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.

Termination for Non-Delivery: If contractor 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 Purchasing Manager of Buyer, acting for and on behalf of Buyer, 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 services to be furnished which have not been delivered or accepted prior to such termination.

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

In case of default by contractor, Buyer may procure the goods or services from another source and may recover any loss occasioned thereby from any unpaid balance due the contractor. The prices paid by Buyer shall be considered the prevailing market price at the time such purchase is made.

Payment: Unless otherwise provided in the specifications, no progress payments will be made. The City will pay a sum equal to 100 percent of the total contract cost after completion of the contract and upon acceptance by the City.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Fresno Area Express. In addition, the contractor may not hold retainage from its subcontractors. Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. Contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by Fresno Area Express and contractor's receipt of the partial retainage payment related to the subcontractor's work.

The contractor must submit invoices to the invoicing address listed on the purchase order to initiate the payment process. All invoices must conspicuously display the City of Fresno Purchase Order Number. Invoices without Purchase Order Number will be returned to contractor for identification and payment will be delayed. All costs associated with each sign type (braille-decal) must be clearly separated. This includes sign/decal production and installation. This project is funded by two separate grants.

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Payment of the contract price shall be made by Buyer to contractor, in lawful money of the United States, by warrant of Buyer issued and delivered to contractor in the ordinary course of City business promptly after completion of delivery of the specified goods or services and their acceptance of Buyer.

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(s). The City retains the right to pay any and all monies due contractor directly to contractor.

Warranty: For the purpose 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 buyers and consumers of the product. The contractor shall be responsible for all warranty costs, including the transportation costs to and from the repair station.

Patents: Seller warrants that Buyer's purchase, installation, or use of the goods covered hereby will not result in any claim of infringement, or actual infringement of any patent, trademark, copyright, franchise, or other intellectual property right.

Workmanship Guaranty: The workmanship of the goods or services provided to the City by the contractor will be in accord with generally accepted standards.

Products Liability Insurance: If these specifications are for equipment with moving parts, the contractor shall provide the City of Fresno with verification of manufacturer's products liability insurance in excess of \$1,000,000 on said bid equipment, prior to issuance of a purchase order.

OSHA Compliance: For the purpose of equipment and material, the items covered by this purchase order or contract must conform with the Safety Orders of the State of California, Division of Industrial Safety, or the Federal Standards established by the Occupational Safety and Health Act, whichever is more restrictive.

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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Attorney's Fees: In any suit or action brought to enforce any term, condition, or covenant herein, or to recover damages arising from any breach of this contract, the losing party shall pay to the prevailing party reasonable attorney's fees and all other costs and expenses which may be incurred by the prevailing party in any such suit or action and in any reviews thereof and appeals therefrom.

Governing Law: The laws of California shall govern this contract, and the venue of any action brought hereunder must be laid in or transferred to the County of Fresno, State of California.

Incorporated Appendices: The following documents are appended to this contract 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

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

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.

TERM OF CONTRACT

This Contract shall be in effect for three (3) years from the date of the Notice to Proceed (“Initial Term”). The Contract may be extended, with the mutual consent of both parties, for two (2) 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 36-month period of the Contract, pricing will be fixed at the Bid Proposal price. Sixty days prior to the 3-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: Sign Manufacturing (PCU339950339950), 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.

AUTHORIZATION TO PLACE ORDERS

Names of individuals authorized to place orders will be provided in writing by the City upon or following the issuance by the City of the Notice to Proceed. City may modify such writing from time to time by notice to the Contractor.

CONTRACTOR'S AUTHORIZED REPRESENTATIVE

The name, mailing address, telephone number, any e-mail address and any facsimile number of Contractor's authorized representative shall be provided in writing by Contractor no later than 5 calendar days following the issuance by the City of the Notice to Proceed.

DELIVERY

Except as otherwise expressly provided herein, delivery(ies) shall be made within 7 weeks from the respective City notification of release of goods against this Contract. The Contractor must fill orders in their entirety within 7 weeks or must receive written approval from the City for an extension of the delivery date. Any goods deemed by the City to be defective, or any wrong parts shipped in error, must be replaced within twenty-one (21) calendar days of notification. The City must be notified forty-eight (48) hours in advance of delivery or shipment may be refused.

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

FAX Capital Projects and Facilities Maintenance
2223 "G" Street
ATTN: Shelle O'Brien
Fresno, CA 93706

Delivery is to be made between the hours of 9:00 A.M. and 2:30 P.M. and during regular City of Fresno working days.

NON-DELIVERY

If the Contractor fails to meet delivery requirements, the City may, but is not obligated to, procure the goods from another source and recover any loss occasioned thereby (including, without limitation, any increase in cost and liquidated damages for Contractor's delay up to date of delivery and acceptance by City of goods from another source), from any unpaid balance due the Contractor or through reduction of future invoices. Otherwise, Contractor will reimburse City within 30 days of receipt of invoice from the City. The price paid by the City shall be considered the prevailing market price

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at the time purchase is made. City will notify Contractor of any decision to procure the goods from another source. Such notification may be by telephone, electronic mail, or facsimile to Contractor or Contractor's authorized representative.

PAYMENT

The Contractor shall be eligible for payment upon delivery and acceptance of any number of items.

The Contractor must invoice the correct department in the City of Fresno, Department of Transportation – Fresno Area Express Maintenance, in order to initiate the payment process. Invoices shall be supplied in duplicate and conspicuously displayed with the City of Fresno Purchase Order Number and shall be sent to:

City of Fresno
2223 "G" Street
FAX Capital Projects and Facilities Maintenance - ATTN: Shelle O'Brien
Fresno, CA 93706

APPENDIX B

INSURANCE REQUIREMENTS

Summary:

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

INSURANCE REQUIREMENTS

PRODUCTS LIABILITY INSURANCE:

Contractor shall maintain, and provide the City of Fresno with verification of, manufacturer's products liability insurance policy in excess of \$1,000,000 by providing a certificate of insurance on said Bid Item(s) equipment. Certificates shall be issued by an insurance company meeting the requirements to conduct business in the state of California. City of Fresno is required to be an additional insured with primary and non-contributory coverage in favor of the City on this General Liability Policy.

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 \$100,000
EQUAL TO OR LESS THAN \$150,000**

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. sections 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 Title VI of the Civil Rights Act, as amended, 42 U.S.C. section 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. section 12132, and 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, creed, national origin, sex, age, or disability. In addition, the

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Appendix C – Federal Requirements

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. 2000e, 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) regulation, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. section 623 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 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. section 12112, the contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “regulations to Implement the Equal employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, 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)

(1) Policy: It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with

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Federal funds under this agreement. Consequently, the DBE requirements of 49 C.F.R. Part 26 applies to this agreement.

(2) DBE Obligation: The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R.

Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts."

(3) This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 13%. A separate contract goal has not been established for this procurement.

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

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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 AGENCY 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.

LOBBYING

The prospective participant certifies, by signing and submitting this bid or proposal, 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 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.

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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.

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

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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</i> <i>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 comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

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.

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

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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.

(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

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(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 protester 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.*

CITY OF FRESNO SPECIFICATIONS
PRODUCT REQUIREMENTS CONTRACT FOR
BUS STOP SIGN PROCUREMENT
BID FILE NUMBER: 9571

TECHNICAL SPECIFICATIONS

GENERAL

- (a) It is the purpose and intent of these Specifications to describe the minimum requirements for Bus Stop Signage to be used by Fresno Area Express Maintenance 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.
- (e) Installation is not included in this procurement.
- (f) Technical support shall be provided for all products defined in this technical bid specification at no additional cost for the life of the product.

BUS STOP SIGN PROCUREMENT
TECHNICAL SPECIFICATION BID ITEMS

PART 1 – GENERAL

The following information describes the requirements for the types of signs.

1.01 General Requirements

- A. All signs must meet the sizes and specifications as required for each bus stop.
- B. The specifications below describe the dimensions of the products. Attached exhibits provide custom artwork design and color information.

1.02 Submittal Requirements

Vendor shall supply the City with (6) copies of the following submittals ten (10) working days prior to the Notice To Proceed.

- A. Product Data – Provide manufacturer published catalog cut sheets and specifications .
- B. Artwork proofs
- C. Warranty Statement

PART 2 - PRODUCT

2.01 Standard Bus Stop Sign Specifications

Bid Item #1 - Double Sided 12" x 18" Bus Stop Sign - .080 Aluminum Signs with 3M 3930 (or equivalent) HIP White Reflective Sheeting
Clear Vinyl Overlays Printed with Customer Color Specs
Laminated with 3M 1160A (or equivalent) Premium Overlay Anti-Graffiti Film
All Signs CNC Machined with 1" Radius Corners and (2) 3/8" Holes 14" On Center to Offset Edge, Single Blade/Double Faced Design

Bid Item #2 - Double Sided 12" x 12" Bus Route Sign - .080 Aluminum Signs with 3M 3930 (or equivalent) High Intensity Prismatic (HIP) White Reflective Sheeting
Clear Vinyl Overlays Printed with Placement Marks for Decal Overlays
Laminated with 3M 1160A (or equivalent) Premium Overlay Anti-Graffiti Film
All Signs CNC Machined with 1/2" Radius Corners and (2) 3/8" Holes 12" On Center to Offset Edge, Single Blade/Double Faced Design

Bus Stop Sign Procurement,

Bid No. 9571

Appendix D – Statement of Work

Bid Item #3 - Bus Route # Decals 4" x 5" - 3M 3930 (or equivalent) HIP White Reflective Sheeting

Clear Vinyl Overlays Printed with Black Numbers

Laminated with 3M 1160A (or equivalent) Premium Overlay Anti-Graffiti Film

Bid Item #4 - Bus Route # Decals 4" x 5" - 3M 3930 (or equivalent) HIP White Reflective Sheeting

Black Vinyl Overlays to show through White Numbers

Laminated with 3M 1160A (or equivalent) Premium Overlay Anti-Graffiti Film

Bid Item #5 - Bus Route # Decals 4" x 5" - 3M 3930 (or equivalent) HIP White Reflective Sheeting

Clear Vinyl Overlays - Blank

Laminated with 3M 1160A (or equivalent) Premium Overlay Anti-Graffiti Film

Bid Item #6 - Braille Sign 12" x 4.125"– P95 Acrylic Plastic Non-Glare Finish, 1/4" Thickness, Clear Braille, Five (5) Lines of 5/8" Black Text, with 3/16" Radius Corners and (2) 3/8" Holes 10" On Center

Bid Item #7 - Bus Stop ID Decals 3.8" x 1.25" - 3M 3930 (or equivalent) HIP White Reflective Sheeting

Clear Vinyl Overlays Printed with Black Stop ID Numbers

Laminated with 3M 1160A (or equivalent) Premium Overlay Anti-Graffiti Film

2.02 Colors

The signs will be manufactured using three (3) colors. The three colors will consist of the black lettering and the bronze (Pantone #4635C) and blue (Pantone #301C). The reflective sheeting detailed in the material section of these specifications will constitute the background.

2.03 Warranty

A. Standard Manufacturer's Warranty.

Exhibits:

Exhibit A: Sign Specifications