

# **Eastern Contra Costa Transit Authority**

## **Contract Documents and Specifications For Bus Shelters with Amenities**

### **Request for Proposal (RFP) #2010-01**

Eastern Contra Costa Transit Authority  
Tri Delta Transit  
801 Wilbur Avenue  
Antioch, CA 94509

**January 28, 2010**

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**SECTION 1**  
**NOTICE INVITING PROPOSALS**

**NOTICE INVITING PROPOSALS**  
**for**  
**BUS SHELTERS WITH AMENITIES**  
**Contract No. 2010-01**

The Eastern Contra Costa Transit Authority (ECCTA) is accepting proposals from qualified firms for the purchase of bus shelters with amenities. Proposals will be received by ECCTA until March 9, 2010, at 2:00 pm, local time.

ECCTA was formed in 1976 as a Joint Powers Agency (JPA) consisting of the cities of Antioch, Brentwood, Pittsburg and the county of Contra Costa. Oakley incorporated as a city and joined the JPA in 1999. ECCTA provides over 2,500,000 trips each year to a population of nearly 230,000 residents in the 225 square miles of eastern Contra Costa County.

This contract shall include the furnishing of an equal number of bus shelters, benches, and trash receptacles and ten (10) lean bars (Bus Shelters with Amenities) as described in greater detail in Section 6 "Technical Specifications" of this Request for Proposal (RFP). ECCTA has a budget of \$200,000.00 for the acquisition of Bus Shelters with Amenities. Responsive proposals must state the type and number of Bus Shelters with Amenities that may be purchased within that budget inclusive of any and all taxes, delivery charges, warranties and/or other fees or charges. A pre-proposal conference and a tour of the facility for interested parties will be held on February 16, 2010, at 2:00pm, local time. Attendance at this conference is recommended but not required.

Technical and price proposals are due to ECCTA on or before 2:00 pm, local time, on March 9, 2010, at ECCTA's facility, 801 Wilbur Avenue, Antioch, California, 94509. Proposals received after said time or at any other place other than the time and place stated in the RFP will not be considered. Proposals must be submitted on an ECCTA Proposal Form. Any proposal submitted on any other form will be considered non responsive and will be rejected.

Copies of the RFP documents may be obtained from:

Ann Hutcheson  
Director of Administrative Services  
Eastern Contra Costa Transit Authority  
801 Wilbur Avenue  
Antioch, CA 94509  
Telephone: (925) 754-6622  
Facsimile: (925) 757-2530

It is ECCTA's intent of awarding the contract according to the process and procedures described in the RFP. ECCTA intends to procure the highest quality service possible for the best value possible.

Accordingly, the proposal and contract award process contains eight periods:

1. RFP publication period
2. Technical and Price Proposal submission period
3. Technical Review Committee screening period
4. On site Interview period
5. Technical Review Committee evaluation period
6. Best and Final Offer period
7. Technical Review Committee recommendation period
8. Contract award period

Definition and terms of this eight step process are contained in the Information for Proposers section of the RFP.

This contract is subject to the receipt of financial assistance from the Public Transportation Modernization, Improvement and Service Enhancement Program (PTMISEA), local sales tax funds, and may also be subject to a grant contract between the Metropolitan Transportation Commission (MTC) and ECCTA. This contract is subject to laws and regulations governing the use of such funds.

Full compliance with applicable Safety and Health Standards, Equal Employment Opportunity and Americans with Disabilities Act laws and regulations will be required of the successful proposer.

ECCTA will affirmatively ensure that, in regard to any contract entered into pursuant to this Request for Proposal (RFP); Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the basis of race, color, sex, or national origin.

Office of the CEO

January 28, 2010

**SECTION 2**  
**KEY PROPOSAL DATES**

**Key Proposal Dates**  
**Request for Proposal # 2010-01**

<b>TASK</b>	<b>DATE</b>
1. Request for proposal issue date:	January 28, 2010
2. Pre-proposal conference:	February 16, 2010, 2:00 pm, local time
3. Request for approved equals due:	February 25, 2010, 10:00 am, local time
4. Response to approved equals:	March 1, 2010
5. Technical and price proposals due:	March 9, 2010, 2:00 pm, local time
6. On-site interviews:	March 22, 2010, morning
7. Best and final offer due:	March 29, 2010, 4:00 pm, local time
8. Technical Review Committee recommendation:	April 12, 2010
9. ECCTA Board of Directors award contract:	April 28, 2010

# **SECTION 3**

# **INFORMATION FOR PROPOSERS**

**Information for Proposers**  
**RFP #2010-01**

**1. Material and/or Equipment Provided**

This contract shall include the furnishing of an equal number of bus shelters, benches, and trash receptacles; and ten (10) lean bars (Bus Shelters with Amenities) as described in greater detail in Section 6 "Technical Specifications" of this Request for Proposal (RFP). ECCTA has a budget of \$200,000.00 for the acquisition of Bus Shelters with Amenities. Responsive proposals must state the type and number of Bus Shelters with Amenities to be provided within ECCTA's budget inclusive of any and all taxes, delivery charges, warranties and/or other fees or charges. Bus Shelters with Amenities shall be delivered, FOB, to ECCTA's facility, 801 Wilbur Avenue, Antioch, California, 94509, County of Contra Costa.

Failure or neglect of a proposer to receive or examine any of the contract documents shall in no way relieve them of any obligation with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents.

**2. Coordination of Contract Documents**

The Information for Proposers, General Conditions, Special Conditions, Technical Specifications, and all other documents included in this RFP are essential parts of the agreement. The documents are intended to be complementary and a requirement occurring in one is binding as though occurring in all.

In the event that there are inconsistencies or discrepancies between the provisions contained in the components of the contract documents, the Special Conditions and Technical Specifications shall govern over the General Conditions and Information for Proposers.

**3. Interpretation of Contract Documents**

No oral representation or interpretations will be made to any proposer as to the meaning of the contract documents. Requests for interpretation shall be made in writing and delivered to ECCTA no later than ten (10) working days before the time announced for opening the proposals. Interpretations, where necessary, will be made by ECCTA in the form of an addendum to the contract documents. Addendum (s) will be sent as promptly as is practical to all parties to whom the proposal documents have been issued. All such addenda shall become part of the contract. Requests for information before the award of contract shall be directed to:

Ann Hutcheson  
Director of Administrative Services  
801 Wilbur Avenue, Antioch, CA 94509  
Phone: (925) 754-6622  
Fax: (925) 757-2530

It shall also be the proposer's responsibility to call to ECCTA's attention any missing pages in the contract documents, including the addenda. These items shall be brought to the attention of ECCTA in writing, at least one week prior to the proposal opening date.

#### **4. Procurement Process**

ECCTA intends to procure the highest quality goods possible for the best value possible. Accordingly, the proposal and contract award process contains eight periods:

1. RFP publication period
2. Technical and Price Proposal submission period
3. Technical Review Committee screening period
4. On-site Interview period
5. Technical Review Committee evaluation period
6. Best and Final Offer period
7. Technical Review Committee recommendation period
8. Contract award period

Definition and terms of this eight step process are described in this section.

##### **1. Request for Proposal Publication Period**

During this period, ECCTA staff publishes the notice and invitation to proposers. Notices inviting proposals will be:

- o mailed to all potential proposers on a list prepared by ECCTA's Procurement Officer,
- o displayed at the ECCTA office,
- o displayed at other appropriate public places such as the ECCTA website,
- o published at least one time per week for two consecutive weeks in trade journals, a local newspaper and/or magazines.

##### **Pre-Proposal Conference**

An optional pre-proposal conference will be held at the ECCTA facility on February 16, 2010, at 2:00 pm, local time. All proposers are encouraged to attend. During this meeting, potential proposers will have the opportunity to ask clarifying questions. Answers to questions asked during the pre-proposal conference will be published and sent as an addendum to all parties receiving the RFP.

##### **Requests for Clarification**

All questions not addressed during the pre-proposal conference pertaining to clarifications of the RFP or the selection process and all requests for conditions or exceptions must be submitted in writing at least ten working days prior to the proposal due date. Mail, Federal Express or other delivery services, or facsimile are the only accepted format and must be sent to:

Ann Hutcheson  
Director of Administrative Services  
Eastern Contra Costa Transit Authority  
801 Wilbur Avenue  
Antioch, CA 94509  
Telephone: (925) 754-6622  
Facsimile: (925) 757-2530

No telephone inquiries will be accepted. All questions will be answered in writing and will be issued as an addendum that will be furnished to all parties receiving the RFP. It is the proposer's responsibility to ensure their receipt of all addenda prior to submitting a proposal. Inquiries submitted less than ten days prior to the proposal due date will not be accepted.

## **2. Technical and Price Proposal Submission Period**

During this period proposers prepare, collect, and submit the information and various documents required to qualify their technical and price proposals for consideration within the competitive range and therefore eligible for an invitation to submit a Best and Final Offer (BAFO).

### Eligible Proposers

Proposing firms must not be on the Comptroller General's list of ineligible proposers. The contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals in response to this RFP and will not be subjected to discrimination on the basis of race, disability, color, sex, or national origin in consideration for an award.

To be considered, a proposer must be a person or firm who is licensed as a commercial transit shelter manufacturer or as an authorized agent of such.

### Format of the Technical Proposal, the Price Proposal and the Required Forms

The intent of this RFP is to encourage responses that clearly communicate:

- the proposer's understanding of the project and
- the proposer's proposed approach to meet the requirements of ECCTA.

Information should be provided in a concise and well-organized manner. Submittals should not contain any unnecessary promotional material.

Copies of the proposal should be prepared in at least a 12-point font, and must be supplied in an electronic text format upon request. All signatures must be signed in ink and shall be made by an officer of the proposer with the authority to bind the proposer to the terms of the solicitation.

## Content of the Technical Proposal

To be considered, the technical proposal must address the requirements of the Technical Specifications and shall include:

- Statement of Qualifications:
  - Description of organization, size, and years in business
  - A statement that the firm is properly qualified to perform this work
  - Experience record- must have at least five years experience in all aspects of design and constructing bus shelters
  - A statement that the proposer has qualified personnel who have been trained and are experienced in the proper construction of bus shelters

This section should contain a concise description of the proposer's background and experience in design, construction, and provision of bus shelters with amenities, listing at least three sales of bus shelters with amenities within the last three years. The information submitted should include:

- Name, address, and telephone number of the responsible official of the organization
  - Cost of the contract
  - Dates the contract encompass
  - Bus shelters with amenities provided
  - The status of the contract
- Provide a delivery timeline from date order is placed
  - Submit color pictures/brochures, drawings and specifications of proposed shelters and amenities
  - Submit a Quality Control/Assurance Program describing how the proposer intends to meet the requirements specified in the specifications
  - State the location of the proposer's facility or office from which the majority of the work on this project will be directed.
  - Drawings signed by a qualified engineer as specified in the Technical Specifications of this RFP.
  - All properly executed certifications in Section 8 of this RFP and;
    - If the proposal is made by an individual or individually owned business, his or her signature and printed name
    - If the proposal is made by a partnership or joint venture:

- The signature, printed name, title, and company name of at least one of the general partners. Additionally, the proposal shall include a notarized Power of Attorney form which certifies that the individual(s) signing the proposal have the authority to sign the cost proposal form and to bind the partnership or joint venture
- If the proposal is made by a corporation:
  - The signature, printed name, and title of at least one officer authorized to sign on behalf of the corporation.

The state under the laws of which the corporation is incorporated must be indicated. Additionally, the proposal shall include a notarized Power of Attorney form which certifies that the individual(s) signing the proposal have the authority to sign the cost proposal form and to bind the corporation

- Identification of any parts of the proposal the proposer considers proprietary and a written justification for the claim.
- A statement listing any exceptions/objections to the requirements of the RFP. This shall include any objections to the terms and conditions of the agreement between the successful proposer and ECCTA. Failure to specify any exceptions or objection to the requirements, and terms and conditions of this RFP, will constitute acceptance of ECCTA's requirements.

#### Content of the Price Proposal

To be considered, the price proposal must address all requirements of the Technical Specifications and shall include a complete price proposal as outlined in the RFP. The Price proposal must state the number of Bus Shelters with Amenities proposed to be furnished within ECCTA's \$200,000.00 budget for this acquisition. The price proposal shall include everything necessary for the completion of and fulfillment of the contract including, but not limited to, materials, equipment, delivery and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents, and all applicable federal, state, and local taxes.

In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount proposed.

Where there is a conflict between words and figures, the words shall govern and the figures shall be disregarded.

To be considered, the price proposal must address the requirements of the Technical Specifications and shall include:

- A properly completed “Price Proposal Form” located in Section 7 of this RFP

Any cost proposal submitted on any other form will be considered non-responsive and will be rejected. The price proposal shall give all information requested. Any price proposal with blank spaces will be considered non-responsive and will be rejected.

### Terms of Proposal

All proposals shall remain in effect for sixty days from presentation of the proposals to the ECCTA Board of Directors. By submitting a proposal, the proposer accepts all conditions and requirements in these contract documents and in all published addenda.

### Proposal Submission Procedures

All properly marked proposals received at the ECCTA facility, 801 Wilbur Avenue, Antioch, CA, 94509 at or before 2:00 pm, local time, on, March 9, 2010, will be evaluated by ECCTA. Proposals received after this time or at any other location will not be considered. ECCTA shall not be responsible for the failure of mailed or delivered proposals to actually be received by ECCTA by the time due on the date due.

Five sets of a proposer’s technical and price proposal must be submitted as follows:

1. One original proposal with required signatures in ink by an officer of the proposer with the authority to bind the proposer to the terms of the RFP submitted in separate securely sealed envelopes marked as follows:

ORIGINAL: TECHNICAL PROPOSAL

ORIGINAL: PRICE PROPOSAL

Proposers are warned against making erasures or alterations of any kind without initialing each and every change.

2. Four sets of copies of the technical and price proposal submitted in separate securely sealed envelopes marked as follows:

COPY: TECHNICAL PROPOSAL

COPY: PRICE PROPOSAL

The five sets of proposals shall be sealed and addressed to:

Ann Hutcheson  
Eastern Contra Costa Transit Authority  
801 Wilbur Avenue  
Antioch, CA 94509

### Modification of a Proposal

A proposal can be modified after it has been received by ECCTA only if the modification is received prior to the time established for receiving proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal.

### Withdrawal of a Proposal

A proposal can be withdrawn anytime up until the date and time the proposals are opened. After the proposals are opened, no proposer is permitted to withdraw its proposal for sixty days after the date set for the opening of proposals.

### Postponing Proposal Opening

ECCTA reserves the right to postpone the date and time for receiving and/or opening proposals at any time prior to the date and time established. If the date/time is postponed, all those to whom the RFP was furnished will be notified in writing with an addendum.

## **3. Technical Review Committee Screening Period**

An initial screening of the properly submitted technical and price proposals will be conducted to determine if they meet the basic requirements of the RFP. During the evaluation, the Technical Review Committee may, at its option, initiate discussions with proposers for the purpose of clarifying aspects of the proposals; however, proposals may be accepted and evaluated without such discussion. Discussions MAY NOT be initiated by the proposers.

During this period, the Technical Review Committee will contact references listed by the proposer as well as conduct industry research about the proposer.

If the Technical Review Committee finds the proposal and the proposer to be materially compliant with the requirements of the RFP, the proposer may be invited to an on-site interview that will be conducted at the ECCTA facility on March 22, 2010, exact time TBD.

## **4. On Site Interview Period**

During this period, invited proposers will meet with the ECCTA interview panel. ECCTA intends to procure the highest quality service possible for the best value possible. Interviews will last no more than forty-five (45) minutes. At this time proposers should clarify their proposals and respond to any questions the interview panel may have.

### Interview Panel

The interview panel will consist of members of the ECCTA executive team, members of the Technical Review Committee, and other designated individuals.

### Interview Purpose

The purpose of the interview is to give the interview panel the opportunity to meet the proposed contractor and to learn about the proposer's company. The following individuals are required to attend the interview:

1. An executive or principle of the firm that has authority to represent the proposer's firm

If not all of these individuals or the principle of the firm attend the interview, the proposer will be considered non-compliant with the terms of the RFP and will be disqualified.

### Interview Structure

The presentation shall include but is not limited to:

1. A summary review of their proposal by an individual or principle of the firm with direct authority to represent the proposer's firm
2. A presentation of the proposer's shelter and other related equipment submitted in their response to this RFP.

During the interview, the interview panel may ask clarifying questions about the presentation and the proposal. The proposer should have the authority and the knowledge to answer the questions.

## **5. Technical Review Committee Evaluation Period**

During this period, the Technical Review Committee will conduct an in-depth evaluation of the technical proposal, the price proposal, and the interview.

It is the intention of ECCTA to award a contract to the proposer who demonstrates the attributes of trustworthiness, as well as quality, fitness, capacity and experience to enable it to provide the best quality Bus Shelters with Amenities successfully and properly. To determine the degree of responsibility to be credited to the proposer, ECCTA will weigh any evidence that the proposer has performed satisfactorily other contracts of like nature and magnitude, and comparable difficulty and rates of progress, to the work. ECCTA shall have sole discretion to determine what contracts are of like nature and magnitude, and comparable difficulty and rates of progress.

The results of this period may be a recommendation by the Technical Review Committee regarding the Best and Final Offer Period.

## **6. Best and Final Offer Period**

ECCTA, at its sole discretion, may eliminate the best and final offer period and go directly to the Technical Review Committee recommendation period. Alternatively, ECCTA may issue a request for a final supplement denominated the "Best and Final Offer".

### Best and Final Offer Request

ECCTA is under no obligation to request a best and final offer from each proposer and ECCTA may, at its sole discretion, elect to send out a request for a best and final offer to only those proposers ECCTA deems to be offering the highest quality Bus Shelters with Amenities possible for the best value possible.

ECCTA may:

1. Send a request to submit a best and final offer to those proposers that ECCTA deems most likely to provide the highest quality Bus Shelters with Amenities possible for the best value possible; and
2. Send a notice to those proposers not invited to submit a best and final offer. Rejected proposers wishing to appeal ECCTA's decision shall follow the proposal protest procedures outlined in the Information for Proposers section of this RFP.

### Best and Final Offer Format

A best and final offer must be submitted in accordance with these instructions and submitted on the "Price Proposal BAFO Form" that will be sent to the proposers invited to submit a best and final offer.

A best and final offer must include prices for each line item in this RFP, plus line item prices for any other components, tasks, equipment and/or materials identified by the proposer.

ECCTA will not enter into a contract where compensation is based upon cost plus a percentage of cost. Compensation will be at the prices set forth in the successful proposer's best and final offer.

### Best and Final Offer Term

All best and final offers shall remain in effect for sixty days from presentation of the offers to the ECCTA Board of Directors.

### Best and Final Offer Submittal Procedures

Proposers invited to submit a best and final offer must submit their offer by March 29, 2010, at 4:00 pm, local time.

Any best and final offer submitted after that date and time will not be considered. The best and final offer must be submitted on ECCTA's "Price Proposal BAFO Form" in a securely sealed envelope and properly marked, "Bus Shelters-- BAFO".

The proposers name and address shall appear as the return address on the envelope and be addressed to:

Ann Hutcheson  
Director of Administrative Services  
Eastern Contra Costa Transit Authority  
801 Wilbur Avenue  
Antioch, CA 94509

A best and final offer submitted by a proposer who was not invited to submit a proposal shall not be considered and will be returned unopened.

## **7. Technical Review Committee Recommendation Period**

ECCTA's Technical Review Committee will employ the following criteria in evaluating technical proposals to determine the competitive range.

1. Proposer's experience in design and construction of solar bus shelters, benches, trash receptacles, and lean bars.
2. Effective integration of amenities into shelter design.
3. Overall attractiveness of design.
4. Functional effectiveness of the design including accessibility, user safety and comfort.
5. Completeness and thoroughness of the technical proposal.
6. Completeness and thoroughness of the price proposal.
7. References.
8. Ability of shelters to harmonize within a variety of community settings.
9. Use of recycled materials in manufacturing shelters and amenities.
10. Price – ECCTA will evaluate proposals for award purposes by including only the price for the basic requirements as listed on ECCTA's price proposal form; not any option items.

ECCTA's Technical Review Committee may use more detailed unstated criteria as long as those criteria generally correlate with or logically might be included within the scope of those stated above. ECCTA may revise the evaluation criteria during the course of the review periods. Such revisions will be made by written addenda. All proposers within the competitive range will be allowed to supplement their proposals in response to those revisions in evaluation criteria.

The Technical Review Committee may use numerical scores in applying the evaluation criteria. The significance of the difference in numerical scores is not the numerical difference, per se, but is based on the considered judgment of the Technical Review Committee.

Thus, proposals with essentially equal total scores may be deemed significantly different because of the significance of differences in scores on individual evaluation criteria. Likewise, proposals with substantially different total numerical scores may be deemed essentially equal.

ECCTA has attempted to state the evaluation criteria in a manner that makes the relative importance of each criterion readily apparent. Any prospective proposer that is unsure about the meaning or relative importance of an evaluation criterion should request clarification as soon as possible.

## **6. Contract Award Period**

### Notification

Upon completion of the Technical Review Committee's final evaluation, the highest ranked proposer shall be notified of being selected for contract award.

If the selected proposer fails to provide all required information, documents, etc. in a timely manner or otherwise declines to perform, ECCTA may terminate negotiations and offer award to the next highest ranked proposer.

### Notice of Intent to Award Contract

After completion of the evaluation process and contract negotiations and before the formal award of a contract, ECCTA will issue a "Notice of Intent to Award Contract" to all proposers. This notice shall contain the name and contract amount of the intended recipient of award.

### ECCTA Board of Directors Award

The ECCTA Board of Directors will evaluate the Technical Review Committee's recommendation and award a contract during the April 28, 2010, regularly scheduled meeting.

### Contract Execution

ECCTA will execute the contract with the successful proposer on April 29, 2010.

## **5. Rejection of Proposals**

ECCTA reserves the right to reject any or all proposals, to make any awards or any rejections in what it alone considers to be in the best interest of ECCTA, and to waive any informalities or irregularities in the proposals.

If there is a reason to believe that collusion exists among any of the proposers, none of the proposals of the participants in the collusion will be considered. In addition, ECCTA may elect to reject all proposals received.

ECCTA reserves the right to reject a proposal:

- that is incomplete, obscure, or irregular
- that is from a proposer who has previously failed to perform properly or to complete contracts of any nature on time

- that contains unauthorized conditions, exceptions, limitations, or provisos
- that contain erasures or irregularities of any kind, without initialing
- that does not include properly completed and signed forms

## **6. Protest Procedures**

These procedures will apply to all procurement actions whether by sealed bid, request for proposal or sole source and regardless of the stage of the procurement process at which the protest is filed.

### **A. Protest Before Bid/Proposal Opening**

Protests based upon restrictive specifications or alleged improprieties in the bidding/proposal procedure shall be filed, in writing, ten (10) days prior to the bid/proposal opening date. A detailed description of the facts underlying the protest plus any supporting documentation must be included with the written protest.

The protest should be submitted to the Director of Administrative Services at ECCTA, 801 Wilbur Avenue, Antioch, CA 94509.

### **B. Protest of Award**

A bidder/proposer may file a protest with ECCTA alleging a violation of applicable federal or state law relative to the seeking, evaluating and/or awarding of a procurement contract. Such protest must be filed no later than three (3) days after the date of the notice of pre-award or non-award of the contract by ECCTA. A detailed description of the facts underlying the protest plus any supporting documentation should be included with the written protest.

The protest should be submitted to the Director of Administrative Services at ECCTA, 801 Wilbur Avenue, Antioch, CA 94509.

### **C. Investigation of Protest**

The Director of Administrative Services shall investigate any protest filed pursuant to (A) and/or (B) above, and respond in writing to each point raised by the bidder/proposer within five (5) working days. The written response shall specify any action to be taken by ECCTA. If the bidder/proposer is not satisfied with the decision of the Director of Administrative Services, the bidder/proposer may appeal the decision in writing within (3) three working days to ECCTA's Chief Executive Officer (CEO), 801 Wilbur Avenue, Antioch, CA 94509.

The CEO shall investigate and shall respond in writing specifying any differences between findings and those of the Director of Administrative Services.

The CEO shall state the action to be taken by ECCTA or the fact that no action shall be taken. The decision of the CEO is the final decision of ECCTA.

The bidder/proposer will be notified of its right to appeal to the appropriate state or local administrative or judicial authorities.

In the event a protest has been filed in a timely manner prior to an award being made by the ECCTA Board of Directors, ECCTA shall not make the award prior to five calendar days after the resolution of the protest, unless ECCTA makes a written determination that:

- the items to be procured are urgently required;
- delivery or performance will be unduly delayed by failure to make the award promptly; or
- failure to make a prompt award will otherwise cause undue harm to ECCTA.

Failure to comply with any of the requirements set forth in ECCTA's bid/proposal protest procedures may result in rejection of the protest.

## **7. Insurance Certificates, Riders, Stipulations**

Before the successful contractor begins performance under the contract, the successful contractor shall furnish original certificates of insurance showing a commencement date no later than the effective date of the agreement. The insurance shall be in compliance with the stipulations outlined in the General and Special Conditions.

With respect to all coverages, the certificates of insurance shall include a stipulation that the insurer will notify ECCTA no less than thirty days prior to any change, termination or cancellation of the insurance policy or coverage's provided under such policy.

With respect to all coverages, the certificates of insurance shall indicate that ECCTA, its directors, officers, agents, and employees are additional insureds under said policies and that the contractor's policies are primary and no insurance of ECCTA shall be called upon to contribute to any loss up to the limits of contractor's policy.

The contractor shall indemnify, keep and hold harmless, ECCTA, its directors, officers, agents, or employees against all suits or claims that may be based on any injury to persons or property that may occur or that may be alleged to have occurred, in the course of the performance of this contract by the contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the contractor or its employees; and the contractor shall, at its own expense, defend any and all such actions, and shall at its own expense pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against ECCTA in any such action, the contractor shall, at its own expense, satisfy and discharge the same.

## **8. Subcontracts**

The contractor shall not subcontract all or any portion of its services under this contract without the prior written approval of ECCTA's CEO and any attempt thereto shall be void and unenforceable.

In the event the contractor enters into one or more subcontracts pursuant to this paragraph, it is understood and agreed that the participating subcontractors shall be solely and directly responsible to the contractor and that ECCTA shall have no obligation to them.

## **9. Records/Audit**

The contractor shall establish and maintain records pertaining to this contract. The contractor's accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this contract, including properly executed payrolls, time records, invoices and vouchers.

The contractor shall permit ECCTA and its authorized representatives to inspect, audit, and examine the contractor's books, records, accounts, and any and all data relevant to this contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by contractor pursuant to this contract. The contractor shall provide such assistance as may be reasonably required in the course of such inspection.

ECCTA further reserves the right to examine and re-examine said books, records, accounts, and data during the three year period following the termination of this contract; and contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three years after the termination of this contract.

Pursuant to California Government Code, the parties to this contract shall be subject to the examination and audit of a representative of the Auditor General of the State of California for a period of three years after the termination of this contract.

The examination and audit shall be confined to those matters connected with the performance of this contract including, but not limited to, the cost of administering the contract.

## **10. Prohibited Interest**

By submitting a proposal, the proposer represents and warrants that to the best of its knowledge that neither the CEO, nor any director, officer, agent, nor employee of ECCTA, has in any manner any interest, contractual or non-contractual, financial or otherwise, in this transaction or in the business of the proposer.

If any such interest comes to the knowledge of the proposer at any time, a full and complete disclosure of all such information shall be made in writing to ECCTA, even if such interest

would not be considered a conflict of interest under Article IV Division 4 (commencing with Section 1090) or Division 4.5 (commencing with Section 3600) of the Government Code of the State of California.

No member, officer, or employee of ECCTA or of any of its member jurisdictions during his/her tenure of office, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom.

No member or a delegate to the Congress of the United States shall be admitted to any share or part of the contract awarded under this proposal or to any benefits arising therefrom.

### **11. Conflict of Interest**

No employee, director, officer, or agent of ECCTA shall participate in selection, award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his/her immediate family, his or her partner, an organization which employs, or is about to employ, any of the above interest in the firm selected for award.

ECCTA's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or have a financial or other interest in the firm selected for award.

### **12. Risk of Loss**

All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the furnishing of the supplies, materials, or equipment, or from any action of the elements prior to final written acceptance of the supplies, materials or equipment, or from any act or omission not authorized by the contract documents on the part of the contractor or any agent or person employed by it, shall be sustained and borne solely by the contractor.

### **13. Prior Approval of Substitutions**

A proposer may submit to ECCTA, requests for approved substitutions or clarifications regarding any requirements, terms, or conditions contained herein. Only requests submitted on ECCTA's "Request for Substitutions Form" in Section 8 of this RFP will be accepted for review. Any such requests must be received by ECCTA in writing by February 25, 2010, 10:00 am, local time. Any requests for evaluation of equals must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than that specified in the contract documents. ECCTA shall make a determination on each proposer's request under this procedure in writing.

The written determination shall be mailed or otherwise furnished to the proposer so as to be received by March 1, 2010. Failure of ECCTA to respond within the time limit shall be deemed to be a denial of request.

In the event that a request for an approved equal or modification is granted, an addendum detailing the approved equal or modification will be mailed or otherwise furnished to all potential proposers who received bid documents.

ECCTA shall respond to all requests for approved equals in the following manner:

- Request approved
- Request denied
- Acknowledged

ECCTA advises all potential proposers that it is ECCTA's policy not to send out each proposer's request for approved equals and ECCTA's response to such requests to every proposer. However, this is to advise that ECCTA will make available to all interested parties any correspondence pertaining to such requests.

Interested parties should contact the Director of Administrative Services to make arrangements to view or copy materials for themselves.

#### **14. Addenda**

Each proposal shall include specific acknowledgment (in the space provided) of the receipt of all addenda issued during the bidding period. Failure to so acknowledge all addenda may result in the proposal being rejected as nonresponsive.

#### **15. Taxes**

Proposal prices shall include all applicable federal, state, and local taxes.

#### **16. Shipping Charges**

All bid prices shall include freight (FOB) to the designated delivery point. ECCTA will reject requests for additional compensation for freight charges unless it has requested expedited delivery.

#### **17. Relief of Proposers**

Attention is directed to the provisions of Public Contract Code Section 5100, et seq., concerning relief of proposers, and in particular to the requirement therein that if a proposer claims a mistake was made in its bid, the proposer shall give ECCTA written notice within five (5) calendar days after the opening of the bids of the alleged mistake, specifying in the notice, in detail, how the mistake occurred. The proposer is cautioned that, pursuant to Public Contract Code Section 5105, a proposer who claims a mistake or who forfeits their bid guaranty shall be prohibited from participating in further bidding on the project in which the mistake was claimed or security forfeited.

## **18. Warranty of Title**

The contractor warrants to ECCTA, its successors, and assigns that the title to the materials, supplies or equipment covered by the contract, when delivered to ECCTA or to its successors or assigns, is free from all liens and encumbrances.

## **19. Warranty of Fitness**

The contractor warrants that all materials, supplies and products furnished meet the requirements and conditions of the contract documents and are fit for the purpose intended.

# **SECTION 4**

# **GENERAL CONDITIONS**

## **General Conditions RFP #2010-01**

### **1. Release of Information**

The successful contractor and any unsuccessful proposer shall not release any reports, information, or promotional materials prepared in connection with a contract award without obtaining prior permission from ECCTA.

### **2. Material/Equipment Provided**

By submitting a proposal, the proposer agrees to deliver the number of Bus Shelters with Amenities stated in the proposal FOB, to ECCTA's facility, 801 Wilbur Avenue, Antioch, California, 94509 in a professional and timely manner satisfactory to ECCTA standards as described in this RFP.

### **3. Proposer's Status**

Neither the proposer nor any party contracting with the proposer shall be deemed to be an agent or employee of ECCTA. The proposer is and shall be an independent contractor, and the legal relationship of any person performing work for the proposer shall be one solely between said parties.

### **4. Ownership of Work**

All reports, drawings, plans, specifications, and other materials prepared, or in the process of being prepared, for the services to be performed by the proposer shall be and are the property of ECCTA, and ECCTA shall be entitled access to, and copies of, during the progress of the work.

In the event that the work which is the subject of the agreement is not completed, for any reason whatsoever, all designs and materials generated under this agreement shall be delivered as ECCTA may direct.

### **5. Insurance Requirements**

#### **Workers' Compensation**

The contractor, at its own cost and expense, shall carry and maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance with limits not less than \$1,000,000 with an insurance carrier that is satisfactory to ECCTA that has a Best's rating of no less than A: VII.

## **General and Automobile Liability**

The contractor, at its own cost and expense, shall maintain liability insurance for the period covered by the agreement in an amount not less than \$1,000,000 per occurrence combined single limit coverage.

Such coverage shall include, but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under the agreement. The insurance is to be placed with insurers with a Best's rating of no less than A: VII shall be with insurers and under forms of policies that is satisfactory in all respects to ECCTA, and shall provide that notice must be given to ECCTA 30 days prior to cancellation or material change. The following endorsements shall be included with the policy:

- The policy shall cover on "an occurrence basis".
- The policy shall cover personal injuries as well as bodily injuries. The exclusion of contractual liability must be eliminated from personal injury endorsement.
- The policy shall cover contractual liability insuring the obligations assumed by contractor under the agreement.
- ECCTA, its officers, agents and employees shall be named as additional insureds, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance held by the ECCTA will be called upon to contribute.

## **6. Notice to Proceed**

As soon as practical after execution of the contract, and after receipt of acceptable insurance certificates by ECCTA, a written "Notice to Proceed" will be mailed to the successful proposer. The effective date of the notice to proceed will be the date stated in the notice.

## **7. Acceptance**

Acceptance by ECCTA of any equipment and materials furnished under this contract shall occur only subsequent to the final review of authorized employees of ECCTA. ECCTA shall reject and refuse to pay for any and all non-conforming equipment and materials. Nothing in this section shall limit or restrict the warranty and remedy obligations of the proposer specified in this agreement.

## **8. Legal Relations and Responsibilities**

All services furnished pursuant to this agreement shall comply with all applicable federal, state, county, and municipal statutes, ordinances, and regulations. The contractor shall, if requested by ECCTA, provide certification and evidence of such compliance. The contractor shall furnish, upon ECCTA's request, verification that its employees have legal rights to work in the United States of America and in the State of California.

The contractor shall keep fully informed concerning all requirements of law, including, but not limited to all federal, state, and local laws and regulations which in any manner affect the performance of work under this agreement. The contractor shall at all times observe, and shall cause all employees and sub-contractors to observe, all such requirements of law and shall protect, indemnify and hold harmless ECCTA, its directors, officers, agents and employees against all claims and liabilities arising from or based on the violation of any such requirement of law whether by the contractor or their employees or sub-contractors.

If any discrepancy or inconsistency is discovered in the contract documents of the work in relation to any such requirements or laws, the contractor shall immediately report the same to ECCTA.

If any part of these contract documents is declared invalid by a court of law, such decision will not affect the validity of the remaining portion, which shall remain in full force and effect.

### **9. Contractor's Indemnity**

The contractor shall indemnify ECCTA, its directors, officers, agents, and employees against all suits or claims that may be based on any injury to persons or property that may occur, or that may be alleged to have occurred, in the course of the performance of the contract by the contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the contractor or its employees. The contractor shall, at its own expense, defend any and all such actions and shall, at its own expense, pay all charges of attorneys and all costs and other expenses arising from it or incurred in connection with it. If any judgment shall be rendered against ECCTA in any such action the contractor shall, at its own expense, satisfy and discharge the same.

### **10. Termination of Agreement**

The agreement and all related obligations may be terminated at any time, with or without cause, by ECCTA upon five (5) days written notice to the contractor. The contractor may terminate the Agreement with a thirty (30) day written notice to ECCTA.

If the contractor fails to perform any of its material obligations under the agreement, in addition to all other remedies provided by law, ECCTA may terminate the agreement immediately with a written notice.

Upon termination with or without cause, all finished and unfinished documents, project data, and reports shall, at the option of ECCTA, become its sole property and shall, at the contractor's expense, be delivered to ECCTA or to any party it may designate.

In the event the agreement terminates without cause, the contractor shall be entitled to any compensation owing to it up to the time of the termination. Any payments are full compensation for services rendered prior to the time of payment provided however that the contractor is entitled to compensation for work in progress at the time of termination.

## **11. Termination for Force Majeure**

The performance of work under this agreement may be terminated by ECCTA, in its discretion, for unforeseen causes beyond the control and without the fault or negligence of the contractor, including acts of God, acts of the public enemy, governmental acts, fires and epidemics, if such, causes irrecoverably disruption or render impossible the contractor's performance hereunder.

An "Act of God" shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature beyond the power of the contractor to foresee or make preparation in defense against.

## **12. Litigation Costs**

If either party becomes involved in litigation arising out of this agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorney's fees to the prevailing party. In awarding attorney's fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorney's fees paid or incurred in good faith.

## **13. Contract Change Order**

ECCTA may at any time make alterations, deviations, additions to or deletions from the contract documents, and may increase or decrease the quantity of any item or portion of the work, or delete any item or portion of the work, and may require extra work, as determined by ECCTA to be necessary or advisable.

All such work shall be performed under applicable provisions of the contract documents, unless specifically provided otherwise at the time the change is ordered.

Any such changes will be set forth in a written contract change order issued by ECCTA. The contract change order will specify: (1) the work to be done in connection with the change to be made; (2) the amount of the adjustment of the contract price, if any, and the basis for compensation for the work ordered; and (3) the extent of the adjustment in the contract time, if any. A contract change order shall not become effective until ECCTA's CEO has signed it.

No changes or deviations from the contract documents shall be made without an approved contract change order, except in the case of emergency.

In such case and upon receipt of a written directive signed by the CEO, the contractor shall proceed with the ordered work and ECCTA will prepare a written contract change order for approval and issuance to the contractor as soon thereafter as practicable.

In the event, the contractor encounters any unanticipated conditions or contingencies that may affect the scope of work and would result in an adjustment in the amount of cost of the contract, the contractor shall so advise ECCTA in writing immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation resulting thereof.

Disagreement by the contractor with ECCTA's determination of the need for, or amount of, an adjustment in contract price or contract time associated with an approved contract change order (or disagreement by the contractor with ECCTA's determination that a change has not occurred and no contract change order is needed) shall not, under any circumstances relieve the contractor from its obligation to promptly begin and diligently prosecute the work, including the change, as described in the approved contract change order.

#### **14. Hazardous Chemicals and Wastes**

The contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances during the course of performance of this contract. The contractor shall immediately report any such release to ECCTA. The contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against ECCTA by any agency as a result of such release and shall hold harmless, indemnify and defend ECCTA from any claims arising from such release. For purposes of this section only, the term "claims" shall include (i) all notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and (ii) any claim, cause of action, or administrative or judicial proceeding brought against ECCTA, its directors, or employees, or for any loss, cost (including reasonable attorney's fees), damage or liability, sustained or suffered by any person or entity, including ECCTA.

If the performance of the work outlined by these contract specifications creates any hazardous wastes, those wastes shall be properly disposed of according to federal, state and local laws, at the expense of the contractor. The contractor shall dispose of the wastes under its own EPA Generator Number. In no event shall ECCTA be identified as the generator.

The contractor shall notify ECCTA of any such hazardous wastes and ECCTA reserves the right to a copy of the results of any tests conducted on the wastes and, at its cost, to perform additional tests or examine those wastes, prior to its disposition.

The contractor shall hold harmless, indemnify and defend ECCTA from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by contractor.

#### **15. Safety**

Safety provisions shall conform to Cal-OSHA Safety Orders, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations in performing the work under this contract. Where any of these are in conflict, the more stringent requirement shall be followed. The contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations and penalties set forth therein.

The contractor shall develop and maintain for the duration of this contract, a safety program that will effectively incorporate and implement all required safety provisions.

The contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

## **16. Governing Law**

California law shall govern all matters arising under the agreement.

**SECTION 5**  
**SPECIAL CONDITIONS**

## **Special Conditions RFP #2010-01**

### **1. Proposal Prices**

The price(s) quoted on the price proposal form shall remain firm during the entire term of the contract. All blank spaces that call for a price must be completed with an amount that reflects all costs required to furnish and deliver the Bus Shelters with Amenities. This includes insurance, materials, equipment, overhead, profit, labor, and delivery charges and all other charges that may be incurred by proposer in rendering the service called for under this contract. The price shall also include all applicable federal, state, and local taxes.

### **2. Subcontracting and Delegation**

Subcontracting will not be permitted for any services nor delegating any duties to be performed by the contractor under this agreement without prior written approval from ECCTA's CEO. Otherwise, the contractor will be required to perform, with its own organization, one hundred percent (100%) of the service that the contractor will provide under the contract.

If subcontracting is approved in writing by ECCTA, the contractor shall be responsible for management, direction, design, integration, scheduling, control, review, and approval of all subcontracted work and services. Moreover, the contractor shall be responsible for assuring that all subcontracted work is in conformance with ECCTA's policies, standards, and criteria.

### **3. Required Parts of a Response to the Request for Proposals**

The proposer's submission in response to the RFP must include a price proposal that has been prepared and submitted as described in the RFP. All required forms must be completely and accurately completed, signed, notarized (as required). Proposal forms are included in Section 7 of this RFP.

### **4. Experience of Proposers**

It is the intention of ECCTA to award a contract, if at all, to the proposer who demonstrates attributes of trustworthiness, as well as quality, fitness, capacity and experience to enable it to prosecute the work successfully and properly.

To determine the degree of responsibility to be credited to the proposer, ECCTA will weigh any evidence that the proposer has performed satisfactorily other contracts of like nature and magnitude, and comparable difficulty.

ECCTA will also weigh any evidence that the proposer has performed unsatisfactorily other contracts of like nature and magnitude, and comparable difficulty. ECCTA shall have sole discretion to determine what contracts are of like nature and magnitude, and comparable difficulty.

## **5. Payments and Completion**

One hundred percent (100%) of the contract price for each unit furnished and accepted by ECCTA, shall be paid to the Contractor within thirty (30) days of acceptance.

All invoices shall be sent to:

Eastern Contra Costa Transit Authority  
801 Wilbur Avenue  
Antioch, CA 94509

## **6. Provisions for Fair Employment Practices**

Proposers shall include, and shall cause all subcontractors to include, the provision of California's Fair Employment Practices Article in every subcontract entered into, related to this contract.

Proposers shall complete and submit with proposal documents the, "Fair Employment Practices Certificate" form in Section 8 of this RFP.

## **7. Non-Collusion Affidavit**

Pursuant to California Public Contract Code Section 7106, Proposer shall complete and submit with their bid documents a duly notarized "Affidavit on Non-Collusion" form in the required forms section of this IFB. Upon execution of the Affidavit, the proposer represents and warrants that such bid is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

Proposers shall complete and submit with proposal documents the "Non-Collusion Affidavit" form in Section 8 of this RFP.

## **8. Certification Concerning Control of Employee of Contractor**

Proposers shall complete and submit with proposal documents the certification requiring "Control of Employee of Contractor" in Section 8 of this RFP.

## **9. Contractor's Certificate Regarding Workers' Compensation**

Proposers shall complete and submit with proposal documents the "Workers Compensation Certificate" form in Section 8 of this RFP.

## **10. Program Diversity for Contracts**

ECCTA, recipient of federal financial assistance from the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA), is committed to and has adopted a Diversity Program for contracts in accordance with federal regulations 49 CFR Part 26, issued by the U.S. Department of Transportation (U.S.DOT).

It is the policy of ECCTA to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBE) can compete fairly for contracts and subcontracts relating to ECCTA's construction, procurement, and professional services activities.

To this end, ECCTA has developed procedures to remove barriers to DBE participation in the bid, bidding and award processes and to assist DBE firms to develop and compete successfully outside of the DBE program. In connection with the performance of this contract, the contractor will cooperate with ECCTA in meeting these commitments and objectives.

Pursuant to 49 CFR Section 26.13 and as a material term of any agreement with ECCTA, the contractor hereby makes the following assurances and agrees to include this assurance in any agreements it makes with contractors in the performance of this contract:

“The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the contractor or subcontractor to meet these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as ECCTA deems appropriate.”

Any contractor who would like to request additional information or ask questions regarding ECCTA's DBE Program may contact Steve Ponte, Chief Operating Officer, 801 Wilbur Avenue, Antioch, CA 94509, telephone (925) 754-6622.

## **11. Prompt Payment to Subcontractors**

In accordance with ECCTA's DBE Program, the contractor shall pay any subcontractors approved by ECCTA for work that has been satisfactorily performed no later than ten (10) days from the date of contractor's receipt of payments from ECCTA. Within ten (10) days of satisfactory completion of all work required of the subcontractor, the contractor shall release to the subcontractor any retainage payments withheld.

Any delay or postponement of payment to subcontractors for satisfactory work performance may take place only for good cause and with ECCTA's prior written approval. If the contractor determines the work of the subcontractor to be unsatisfactory, it must notify ECCTA immediately in writing and state the reasons.

If the contractor fails or refuses to comply with requirements of this prompt payment clause, ECCTA will issue an order stopping all or part of the payment or work until satisfactory action is taken. If the contractor still fails to comply, ECCTA may issue a termination for default proceeding.

# **SECTION 6**

# **TECHNICAL SPECIFICATIONS**

## **TECHNICAL SPECIFICATIONS**

### **RFP #2010-01**

#### **DELIVERY:**

Shelters with amenities and lean bars shall be delivered fully assembled, FOB, to ECCTA at 801 Wilbur Avenue, Antioch, California 94509.

#### **BUS SHELTERS:**

##### **GENERAL:**

- All shelters shall be of sufficient gauge and size for the application as determined by a qualified engineer.
- All shelters shall include perforated shade screens on three sides (back and each end) allowing for cooling air circulation through perforations.
- All shelters shall accommodate a free standing single bench under the shelter canopy allowing at least four feet of space between end of bench and end far wall of shelter for wheelchair accommodation.
- Each shelter shall have one or two “eye hooks” (as deemed necessary by the proposer) for easy lifting and balancing of the shelter with a crane. Eye hooks shall not interfere with the solar lighting panels.
- A drawing signed by a qualified engineer must be included in the technical proposal.

##### **OVERALL SIZE:**

- Length (end to end across face) 12 feet minimum –14 feet maximum.
- Width (depth of end walls, including framing, from front to back) 2 feet minimum to 3 feet maximum.
- Height (measured from ground to highest point on roof) 7.5 feet minimum –13 feet maximum with minimum 7 feet clearance on the inside of shelter as installed.
- Top (looking down) 4 feet wide and at least the length of the shelter.

##### **FRAME:**

- To be constructed of sufficient gauge, size, and material for the application as determined by a qualified engineer.
- Along with fasteners, shall be capable of meeting the requirements for wind and seismic loading in the service area of intended installation.
- All joints to be coped and welded with no remaining sharp edges or other potential hazards to people.
- Any fasteners used must be of stainless steel to resist rusting.

##### **SIDES: (shade screen panels on back & end walls, open front):**

- Constructed of 16 gauge minimum (or approved equal) 42% perforated panels.
- Panels to be riveted or welded to C-channel frames.
- Panel bottoms to end approximately 4” from ground to allow free passage of debris.

**CEILING:**

- May be flat, peaked, or rounded as appropriate but must accommodate and include dusk to dawn integrated solar lighting that is NEC compliant.
- To be constructed of a single layer of solid material suitable for the purpose. Must be high strength.
- Smooth surfaces on top and bottom of ceiling.
- Ceiling shall be 4 feet deep and length of shelter.

**COATING/FINISH:**

- High gloss, anti-graffiti sealant to be applied on all surfaces in a single black color.

**ANCHORING:**

- Footing plates to be welded onto bottom of frame members with at least 2 holes in each plate for ½” diameter anchor bolts for mounting into concrete base.
- All associated assembly and mounting hardware to install shelter and bench onto a concrete pad.

**BENCHES:****GENERAL:**

- All shelters shall come with a bench.
- Benches shall be delivered fully assembled.
- Free-standing benches shall be “backless” and include two “anti-vagrant bars” that preclude individuals from lying down along the length of the bench.
- Benches shall be constructed of perforated steel (or approved equal) with minimum 10 gauge steel (or equivalent) for necessary strength.
- A drawing signed by a qualified engineer must be included with the technical proposal.

**FRAME:**

- To be made of sufficient gauge and size material for this application.
- All joints to be coped and welded with no sharp edges or other potential hazards.
- Any fasteners used must be of stainless steel to resist rusting.

**OVERALL SIZE:**

- Length (end to end across top) 6 feet minimum – 8 feet maximum (must be 4 feet minimum clearance between end of installed bench and farthest side wall of shelter).
- Width (of seat surface) 1 foot minimum – 2 feet maximum.
- Height (from ground to highest spot on seat) 18 inches minimum to 22 inches maximum.

### **METAL WASTE RECEPTACLES:**

- All shelters shall come with a waste receptacle.
- The waste receptacles shall be round with standard flat top.
- The waste receptacles shall be 32 gallon with metal interior liner.
- A high gloss, anti graffiti sealant shall be applied on all surfaces in a single black color.
- The waste receptacles shall include all mounting and hardware to anchor the receptacles to a concrete pad.

### **LEAN BARS:**

#### **GENERAL:**

- The lean bars shall be stand alone lean bars with an attachment bracket that can withstand 750 pounds.
- A drawing signed by a qualified engineer must be included with the technical proposal.

#### **COATING/FINISH:**

- A high gloss, anti graffiti sealant shall be applied on all surfaces, in a single black color.

#### **ANCHORING:**

- Footing plates shall be welded onto the bottom of frame members with at least 2 holes in each plate for ½” diameter anchor bolts for mounting into concrete base.

**SECTION 7**  
**PRICE PROPOSAL FORM**

**PRICE PROPOSAL FORM**  
**for**  
**Bus Shelters with Amenities**  
**RFP # 2010-01**

Eastern Contra Costa Transit Authority (ECCTA)  
Antioch, CA

DATE SUBMITTED:

NAME OF INDIVIDUAL SUBMITTING PROPOSAL:

CONTACT PERSON:

NAME UNDER WHICH BUSINESS IS CONDUCTED:

STREET ADDRESS:

MAILING ADDRESS, IF DIFFERENT:

TELEPHONE:

FAX:

BUSINESS LICENSE NUMBER:

CONDITIONS:

1. The undersigned understands that he/she will be bound by this proposal as expressed by these forms if an award is made by ECCTA. The contract documents will be in accordance with this proposal.
2. The Request for Proposals, Information for Proposers, General Conditions, Technical Specifications, Special Conditions, Required Forms, Required Certifications, and Addenda, if any, are made a part of this Proposal.

In the event that there are inconsistencies or discrepancies between the provisions contained in the components of the proposal, the Special Conditions and Technical Specifications shall govern over the General Conditions and Information for Proposers.

3. The undersigned understands that any clarification made to the proposal form or any new and different conditions or information submitted in or with the proposal form, other than that requested, may render the proposer unresponsive.
4. The undersigned acknowledges the receipt of the following addenda:

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5. The undersigned understands that ECCTA reserves the right to reject any or all proposals or to waive any informality or technicality in any proposal in the interest of ECCTA.
6. The undersigned understands that all proposals shall remain in effect for sixty (60) days from the presentation of the proposals to the ECCTA Board of Directors.
7. The undersigned certifies that the proposal includes all costs for labor, materials, taxes, insurance, overhead, profits, delivery charges and all other costs necessary to furnish and deliver (FOB) the Bus Shelters with Amenities in accordance with the contract documents.
8. The undersigned will submit five sets of the proposal package. The five sets of the proposal package shall be placed in a sealed box (marked "Shelters Proposal"). The five sets of a proposer's technical and price proposal must be submitted as follows:

One original proposal with required signatures in ink by an officer of the proposer with the authority to bind the proposer to the terms of the RFP submitted in separate securely sealed envelopes marked as follows:

ORIGINAL: SHELTERS TECHNICAL PROPOSAL  
ORIGINAL: SHELTERS PRICE PROPOSAL

Proposers are warned against making erasures or alterations of any kind without initialing each and every change.

Four sets of copies of the technical and price proposal submitted in separate securely sealed envelopes marked as follows:

COPY: SHELTERS TECHNICAL PROPOSAL  
COPY: SHELTERS PRICE PROPOSAL

The sealed box shall, prior to 2:00 pm, local time, on March 9, 2010, be delivered to:  
Ann Hutcheson  
Director of Administrative Services  
Eastern Contra Costa Transit Authority  
801 Wilbur Avenue  
Antioch, CA 94509

SIGNED:

**If INDIVIDUAL OR SOLE OWNER OF BUSINESS:**

\_\_\_\_\_  
Signature and Printed Name

**If PARTNERSHIP OR JOINT VENTURE:**

The undersigned certify that we have full and proper authority to sign this Proposal Form.

Partnership or Joint Venture Composed of:

\_\_\_\_\_

\_\_\_\_\_  
Signature, Printed Name, Title, and Company Name

\_\_\_\_\_  
Signature, Printed Name, Title and Company Name

Partnerships and Joint Ventures must complete and submit the Power of Attorney form included with these proposal documents.

**If CORPORATION:**

The undersigned certify that we sign this Proposal Form with full and proper authorization to do so. We also have included a fully executed Power of Attorney form identifying the Managing Sponsor in our Proposal Packet.

\_\_\_\_\_  
Signature, Printed Name, and Title

\_\_\_\_\_  
Signature, Printed Name, and Title

This Corporation is incorporated under the laws of the State of:  
\_\_\_\_\_

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS. That \_\_\_\_\_ (name of partnership/joint venture/corporation) which is desirous of entering into a contract with the Eastern Contra Costa Transit Authority, do hereby designate and appoint \_\_\_\_\_ (one of the general partners/venturers or officer of the corporation) hereinafter called the "Managing Sponsor," as their true and lawful attorney with the power, on their behalf and in the name and on behalf of the \_\_\_\_\_ (name of partnership/joint venture/corporation), to execute a proposal for RFP 2010-01 and to execute and enter into a contract with the Eastern Contra Costa Transit Authority, and to represent and bind the partnership/joint venture/corporation, in all matters in connection with such proposal and contract; and the undersigned specifically acknowledge and agree that the execution of such proposal or contract by the Managing Sponsor shall constitute the agreement of each general partner/venturer/corporation to be jointly and severally liable for any and all of the duties and obligations of the partnership/joint venture/corporation arising from such proposal or contract.

IN WITNESS WHEREOF the undersigned have executed this Power of Attorney this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and Sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public in and for State of \_\_\_\_\_

Residing at \_\_\_\_\_

**Proposal Form**  
**Eastern Contra Costa Transit Authority**  
**RFP #2010-01**

Description	Number of Units	9.25% Sales Tax	Delivery Cost
Transit shelter with: <ul style="list-style-type: none"> <li>• Solar lighting</li> <li>• Bench with anti-vagrant bars</li> <li>• Waste receptacle</li> </ul>		\$	\$
Lean bars	10	\$	\$

**TOTAL COST** (*must not exceed \$200,000*) \$ \_\_\_\_\_

All pricing includes all costs for labor, materials, taxes, insurance, overhead, profits, delivery charges and all other costs necessary to furnish and deliver (FOB) the Bus Shelters with Amenities in accordance with the contract documents.

# **SECTION 8**

## **REQUIRED CERTIFICATIONS**

## **REQUIRED FORMS AND CERTIFICATIONS**

All forms must be properly signed and notarized (as required) and returned with Proposal.

- Fair Employment Practices Certificate
- Non Collusion Affidavit
- Certification Concerning Control of Employee of Contractor
- Certification Regarding Workers' Compensation
- Proposer's Experience and Qualifications Form
- Request for Evaluation of Equals Form

## **FAIR EMPLOYMENT PRACTICES CERTIFICATE**

In connection with the performance of work under this Agreement, the Proposer agrees as follows:

1. The Proposer shall comply with the State Fair Employment and Housing Act (Gov't Code § 12900 et seq.), and the regulations promulgated by the State Fair Employment and Housing Commission to implement said Act.
2. In the performance of the Agreement, Proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in any manner prohibited by law. Proposer shall take affirmative action to ensure that applicants are hired and that employees are treated during employment in accordance with this non-discrimination obligation. Such action shall include, but not be limited to, 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. Proposer shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this section.
3. The Proposer will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, advising the said labor union or workers' representative of the Proposer's commitments under this section; and the Proposer shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Proposer shall permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment and Housing Commission, ECCTA or other appropriate agency of the state, for the purpose of investigation to ascertain compliance with the State Fair Employment and Housing Act.
5. A finding of willful violation of the Fair Employment Practices section of this Agreement or of the Fair Employment Practices Act shall be regarded by ECCTA as a basis for determining the Proposer to be not "responsible" as to future contracts for which such Proposer may submit proposals, for revoking the Proposer's pre-qualification rating, if any, and for refusing to establish, re-establish, or renew a pre-qualification rating for the Proposer.
6. ECCTA shall deem a finding of willful violation of the Fair Employment and Housing Act to have occurred upon receipt of written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Proposer has violated the Fair Employment and Housing Act and has issued an order under Government Code §12970 or obtained a court order under Government Code §12973.

Upon receipt of such written notice from the Fair Employment and Housing Commission, ECCTA shall notify the Proposer that, unless it demonstrates to the satisfaction of ECCTA within a stated period that the violation has been corrected, the Proposers pre-qualification rating will be revoked.

7. For willful violation of the State Fair Employment and Housing Act, ECCTA shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by ECCTA in securing good or services hereunder shall be borne and paid for by the Proposer and by its surety under the performance bond, if any, and ECCTA may deduct from any monies due or that thereafter may become due to the Proposer, the difference between the price named in the Agreement and the actual cost thereof to ECCTA.

8. The Proposer agrees that should ECCTA determine that the Proposer has not complied with the Fair Employment Practices section of this Agreement then, pursuant to Labor Code Sections 1735 and 1775, the Proposer shall, as a penalty to ECCTA, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance, the penalties provided in the labor code for violation of prevailing wage rates. Such monies may be recovered from the Proposer. ECCTA may deduct any such damages from any monies due the Proposer.

9. Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent ECCTA from pursuing any other remedies that may be available at law.

10. Prior to award of the Agreement, the Proposer shall certify to ECCTA that it has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by ECCTA:

a. The Proposer shall provide evidence, as required by ECCTA, that it has notified all supervisors, foremen and other personnel officers, in writing, of the content of the anti-discrimination clause and their responsibilities under it.

b. The Proposer shall provide evidence, as required by ECCTA, that it has notified all sources of employee referral (including unions, employment agencies, advertisements, Employment Development Department) of the content of the anti-discrimination clause.

c. The Proposer shall file a basic compliance report as required by ECCTA. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire or whether or not to hire.

d. Personally, or through its representatives, the Proposer shall, through negotiations with the unions with whom it has agreements, attempt to develop a contract which will:

(1) Spell out responsibilities for nondiscrimination in hiring, referral, upgrading, and training.

(2) Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given an equal opportunity for employment.

e. The Proposer shall notify ECCTA of opposition to the anti-discrimination clause by individuals, firms, or organizations during the period of its pre-qualification.

11. The Proposer will include the provisions of the foregoing Paragraphs 1 through 10 in every first-tier subcontract so that such provisions will be binding upon each sub-contractor.

12. Statements and Payrolls. The Proposer shall maintain its records in conformance with the requirements included in the Information for Proposers and the following Special Conditions:

a. The submission by the Proposer of payrolls or copies thereof, is not required. However, each Proposer and sub-contractor shall preserve their weekly payroll records for a period of three (3) years from the date of completion of this Agreement.

b. The payroll records shall contain the name, address and social security number of each employee, his/her correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid.

c. The Proposer shall make its payroll records available for inspection by ECCTA and shall permit ECCTA to interview employees during working hours on the job.

The following certification is to be executed by every Proposer and enclosed and forwarded in a sealed envelope containing the proposal. The person signing the certification shall state his/her address and official capacity.

## Fair Employment Practice Certification

The undersigned, in submitting a proposal for performing work as specified in the Scope of Work hereby certifies that the proposer will meet the above standards of affirmative compliance with the Fair Employment and Housing Act.

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PROPOSER

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SIGNATURE

---

PRINTED NAME OF SIGNER

---

TITLE

---

MAILING ADDRESS

---

CITY

STATE

ZIP CODE

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TELEPHONE NUMBER

## NON COLLUSION AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_ ss.

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ (title) of \_\_\_\_\_, the party making the foregoing Proposal,

that the Proposal:

- is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation
- 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 Proposal
- has not, directly or indirectly, colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Proposal, or that anyone shall refrain from Proposing
- has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract
- assures that all statements contained in the Proposal are true
- has not, directly or indirectly, submitted his or her Proposal 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, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Proposers Printed Name: \_\_\_\_\_

## **CERTIFICATION CONCERNING CONTROL OF EMPLOYEE**

The Bidder, by entering into this Agreement with ECCTA to perform or provide work, services, or materials to ECCTA, does hereby certify and assure that in performing the services under this Agreement, the Bidder shall act as an independent Bidder and shall have full control of the Work and Bidders employees. Bidder and its employees in no circumstances whatsoever shall imply or be considered as an agent(s) or employee(s) of ECCTA. Bidder employees in no circumstances shall be entitled to part of any pension plan, insurance, bonus or any similar benefits which ECCTA provides its own employees.

Any infraction of this Certification shall be cause for termination of this Agreement.

Signed

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Authorized Representative of Bidder

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Title

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Date

## CERTIFICATE REGARDING WORKER COMPENSATION

Contract with the EASTERN CONTRA COSTA TRANSIT AUTHORITY, 801 Wilbur Avenue, Antioch, California 94509, for:

**Bus Shelters with Amenities**

RFP #2010-01

Labor Code Section 3700:

"Every employer, except the State, and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate on consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees."

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance. In accordance with the provisions of that code, I will comply with such provisions before commencing the performance of the Work of this contract.

Dated: \_\_\_\_\_ 201\_\_

(Bidder)

By \_\_\_\_\_

\_\_\_\_\_  
(Official Title)

(SEAL)

(Labor Code Section 1861, provides that the above certificate must be signed and filed by the Bidder with the Authority prior to performing any work under this contract.)

**PROPOSER’S EXPERIENCE AND QUALIFICATIONS**

The following statements as to the experience and qualifications of the Proposer are to be submitted with the Contract Proposal, as a part thereof. The truthfulness and accuracy of the information is guaranteed by the Proposer.

The Proposer has been engaged in the business, under the present business name, for \_\_\_\_\_ years. Experience in work of a nature similar to that covered in the Proposal extends over a period of \_\_\_\_\_ years.

The Proposer, as a Proposer, has successfully completed at least two (2) Contracts of like magnitude, comparable difficulty and rates of progress to the work, including: (list two or more Contracts).

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The Proposer, as a Proposer, has never failed to satisfactorily complete a contract awarded to the Proposer, except as follows: (name any and all exceptions and reasons therefore).

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The Proposer has satisfactorily completed the following contracts in the last three years, for the owner indicated, and to whom reference is made (list five contracts). (Provide a contact person and telephone number for each Contract.)

YEAR	TYPE OF WORK	CONTRACT AMOUNT	CONTACT
------	--------------	-----------------	---------

The names of all persons interested in the foregoing Proposals as principals are as follows:  
(NOTE: If Proposer or other interested person is a corporation, state the legal name of the corporation, along with the names of the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of the firm, also the names of all individual partners composing the firm; if a limited partnership, the names of all general partners and limited partners; and if Proposer or other interested person is an individual, state first and last names in full.)

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Proposers Business License Number: \_\_\_\_\_

License Renewal Date: \_\_\_\_\_

## REQUEST FOR EVALUATION OF EQUALS FORM

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Project: Contract 2010-01 Evaluation of Equals Request Number: \_\_\_\_\_  
Bus Shelters with Amenities

To: \_\_\_\_\_ From: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

A/E Project Number: \_\_\_\_\_

Re: \_\_\_\_\_ Contract For: \_\_\_\_\_

---

Specification Title: \_\_\_\_\_ Description: \_\_\_\_\_

---

Section: \_\_\_\_\_ Page: \_\_\_\_\_ Article/Paragraph: \_\_\_\_\_

---

Proposed Equal: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Address: \_\_\_\_\_

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Phone: \_\_\_\_\_

Trade Name: \_\_\_\_\_ Model No.: \_\_\_\_\_

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Attached data includes product description, specifications, drawings, photographs and test data adequate for evaluation of the request: applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed equal will require for its proper installation.

( ) Point-by-point comparative data attached.

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The Undersigned certifies:

- Proposed equal has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed equal as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.

- Proposed equal will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed equal does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the equal.
- Coordination, installation, and changes in the Work as necessary for accepted equal will be complete in all respects.

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Submitted by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Attachments: \_\_\_\_\_

\_\_\_\_\_

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ECCTA's REVIEW AND ACTION

Request approved

Request denied (failure of ECCTA to respond within the time limit shall be deemed to be a denial of request)

Request acknowledged

Signed by: \_\_\_\_\_

Date: \_\_\_\_\_

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Supporting Data Attached:  Drawings  Product Data  Samples  Tests  Reports

**SECTION 9**  
**SAMPLE PURCHASE ORDER**

**PURCHASE ORDER  
FOR MATERIAL AND/OR EQUIPMENT**

**EASTERN CONTRA COSTA TRANSIT AUTHORITY (ECCTA)**

Purchase Order No: \_\_\_\_\_

<b>Seller (Vendor):</b>		<b>Buyer:</b>	
Name	ECCTA		
Address	801 Wilbur Avenue		
City, State Zip	Antioch, CA 94509		
Attn:	Attn:		
Phone:	Fax:	Phone: (925) _____	Fax: (925) _____
E-mail:	E-mail:		
<b>Project Information (If Applicable):</b>		<b>Ship To:</b>	
Charge to		_____	
Acct#: ____ - ____ - ____		_____, Antioch, CA	
Order Date	Ship Via	Payment Terms	
_____	_____	Net __ days of invoice	

Buyer and Seller agree as follows:

**MATERIAL AND/OR EQUIPMENT TO BE PROVIDED:** Seller shall furnish the material or equipment described below in strict compliance with the \_\_\_\_\_ INFORMATION FOR PROPOSERS, GENERAL CONDITIONS, SPECIAL CONDITIONS, TECHNICAL SPECIFICATIONS, AND ALL OTHER DOCUMENTS INCLUDED IN THE BUS SHELTERS RFP dated **January 28, 2010** AND THE SELLER'S PROPOSAL IN RESPONSE THERE TO, at the price or prices set forth opposite each item and within the times stated below in accordance with the terms and provisions of this Purchase Order, including the attached Terms and Conditions, which are incorporated into and made a part of this Purchase Order:

Item No.	Item Description	Budget Acct No.	Quantity	Unit Price	Extension	Delivery Date

Sales Tax: \_\_\_\_\_  
 Shipping: \_\_\_\_\_  
**P.O. Total:** \_\_\_\_\_

<b>Special Terms and Conditions</b>	
Shipping:	Show Purchase Order number on all packages and invoices.
	All purchases are F.O.B Antioch unless otherwise specified on Purchase Order.
Charges:	All transportation charges must be prepaid and shown separately on all invoices.
	ECCTA is exempt from Federal Excise Tax.

<p><b>BUYER:      ECCTA</b></p> <p><b>Approved:</b> _____</p> <p><b>Name:</b> _____</p> <p><b>Title:</b> _____</p>	<p><b>SELLER (Vendor):</b></p> <p>_____</p> <p><b>Signature:</b></p> <p>_____</p> <p><b>Name:</b> _____</p> <p>_____</p> <p><b>Title:</b> _____</p> <p>_____</p>
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**Resolution No.** \_\_\_\_\_

**Prepared by:** \_\_\_\_\_

**Title:** \_\_\_\_\_

Purchasing Approval	Finance Approval
_____	_____
Signature	Signature

## **PURCHASE ORDER TERMS AND CONDITIONS**

**DEFINITIONS:** The term "Buyer" as used in this Purchase Order means ECCTA, and the term "Seller" means the person, firm, or corporation from whom the material or equipment described in the purchase order is ordered.

**ACCEPTANCE:** The attached Acceptance Copy shall be signed and returned by the Seller within ten (10) calendar days after it is received by the Seller. The receipt by the Buyer of the signed Acceptance Copy or the initiation of performance under this Purchase Order by the Seller shall constitute acceptance of the Purchase Order by the Seller, including all of the terms and conditions herein. Acceptance is limited to the terms stated herein. Any additional or different terms and conditions proposed by the Seller are rejected unless expressly agreed to in writing by an authorized ECCTA agent.

**COMPLETE AGREEMENT:** This Purchase Order, including all applicable terms, conditions and specifications, shall constitute the sole and exclusive agreement between the parties. This Purchase Order supersedes all other writings and negotiations, written or oral. ECCTA not be responsible for goods delivered without a Purchase Order properly signed by ECCTA's authorized agent. When this Purchase Order covers a purchase rendered over a stated period of time, Seller must obtain a new order upon expiration of the time period to authorize the purchase for an additional period of time.

**DEFAULT:** The Buyer may terminate the whole or any part of the purchase in any one of the following circumstances: (1) If the Seller fails to make delivery or fails to perform within the time specified herein or any extension thereof; or (2) If Seller delivers nonconforming goods; or (3) If Seller fails to perform in accordance with the material provisions of this agreement, or so fails to make progress as to endanger performance of this Purchase Order in accordance with its terms. In the event of any such failure Buyer will provide Seller with written notice of the default and Buyer's intention to terminate for default if Seller fails to cure the default to Buyer's satisfaction within seven (7) calendar days of Buyer' notice. If Seller fails to cure or correct the default within seven days, the Buyer may, without further notice to Seller, procure upon such terms and in such manner as the Buyer may deem appropriate, items similar to those terminated, and the Seller shall be liable to the Buyer for any excess costs of such similar items; however, the Seller shall continue the performance of this Purchase Order to the extent not terminated. The rights and remedies of the Buyer provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Purchase Order.

**CHANGES:** Buyer may direct in writing changes, including additions to or deletions from the quantities originally ordered, or in the specifications or drawings. If any such change causes a material increase or decrease in the cost of, or the time required for, performance hereunder, an equitable adjustment shall be made in the price or schedule.

Any claims for adjustment which Seller believes result from any change directed by Buyer shall be asserted in writing by Seller no later than ten (10) days from the date of Seller's receipt of any such direction. Equitable adjustments for any claims or changes under this agreement, including claims arising from terminations or suspensions directed under DEFAULT above, of this agreement, will be made by written Change Order.

Nothing contained herein shall excuse Seller from proceeding with the change as directed prior to negotiation of any adjustment. Whether made pursuant to this clause or by mutual agreement, changes shall not be binding upon the Buyer, except when confirmed in writing by ECCTA's authorized agent.

**INVOICES:** Seller shall send Buyer a separate invoice for each shipment. Invoices shall not be issued prior to delivery of items. Payment shall not be made prior to receipt of items and an invoice. Credit and discount periods will be computed from the date of receipt of the invoice to the date the Buyer's check is mailed. Unless freight and other charges are itemized, the discount will be taken on the full amount of the invoice. Payment will be made within thirty (30) days after approval of the invoice by the Buyer.

**RIGHT TO AUDIT:** ECCTA reserves the right to access and audit the Seller's records for a period of four (4) years after payment of any invoice.

**TITLE AND RISK OF LOSS:** All prices shall be F.O.B. Destination. The Seller shall be responsible for safe and adequate packing of the items, which shall conform to the carriers' requirements. The Seller shall separately number all cases and packages, showing the corresponding numbers on the invoices. An itemized packing slip bearing this Purchase Order number shall be placed in each container. No extra charge shall be made for packaging or packing materials unless authority therefore is set forth in this Purchase Order. Seller shall assume and pay for any and all loss or damage to the merchandise from any cause whatsoever until delivered to Buyer at the specified destination.

**DELIVERY:** Timely performance and deliveries are essential to this Purchase Order. The Buyer reserves the right to refuse deliveries made in advance of the delivery schedule. Over-shipment allowances, if authorized, will be applied to the entire order. If the Buyer agrees to accept deliveries after the date of delivery has passed, the Buyer shall have the right to direct the Seller to make shipment to the delivery point set forth in this Purchase Order by the most expeditious means, and the total cost of such expedited shipment and handling shall be borne by the Seller. Acceptance of late deliveries shall not be deemed a waiver of the Buyer's right to hold the Seller liable for any loss or damage resulting therefrom, nor shall it act as a modification of the Seller's obligation to make future deliveries in accordance with the delivery schedule.

**DELAYS:** Seller will not be liable for delays in performing its obligations to the extent the delay is caused by an unforeseeable condition which is beyond Seller's reasonable control and without Seller's fault or negligence.

Acts of God, such as storms or floods, as well as government priorities, acts of civil or military authorities, fires, strikes, epidemics, war or riot are examples of events which will be excusable for being beyond Seller's reasonable control, only upon fulfillment of the following conditions: (a) within seven (7) days of the commencement of any excusable delay, Seller shall provide Buyer with written notice of the cause and extent thereof as well as a request for a schedule extension for the estimated duration thereof, and (b) within seven (7) days of the cessation of the event causing delay Seller shall provide Buyer with written notice of the actual delay incurred, upon receipt of which, the date of promised delivery shall be extended for the time actually lost by reason of an excusable delay.

**INSPECTION AND APPROVAL:** All items are subject to final inspection and approval after delivery to Buyer. If any items are defective in material or workmanship or otherwise not in conformity with the requirements of this Purchase Order, the Buyer shall have the right to require Seller to correct or replace them. Final acceptance or rejection shall be made by the Buyer as promptly as practicable after delivery. Final acceptance shall be conclusive except with respect to latent defects, fraud or such gross mistakes as amount to fraud, or with respect to the Buyer's rights under the "Warranty" clause.

**WARRANTIES-GUARANTEES:** The Seller warrants that the items, at time of delivery, shall conform to the Buyer's specifications, the requirements of this Purchase Order, approved sample or samples, if any, and are free from defects in design, material and workmanship. This warranty shall remain in effect for a one (1) year period after delivery or for such period of time as the item is normally warranted. At the Buyer's option, the Seller shall promptly either repair or replace defective items after receipt of the Buyer's written notice of a defect. Transportation charges for the return and redelivery of defective items shall be borne by the Seller. Seller also warrants that said merchandise is free and clear of all liens and encumbrances whatsoever and the Seller has good and marketable title to same, and Seller agrees to indemnify, defend and hold ECCTA, its officers, agents and employees free and harmless against any and all claimants to said merchandise.

**SAFETY:** All equipment and materials shall comply with all Federal, State and local safety rules and regulations including OSHA. Where applicable, materials must be labeled in accordance with Section 5194, Title 8, of the California Administrative Code. The Seller is required to include a Material Safety Data Sheet prepared in accordance with Section 5194(9) with each shipment of all such materials to ECCTA.

**EQUAL OPPORTUNITY EMPLOYER:** It is the policy of ECCTA that in connection with all materials furnished or work performed under this Purchase Order, there be no discrimination against employees because of race, religion, color, sex or national origin, and therefore the Seller agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practices Act.

**PERMITS OR LICENSES:** Seller and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein requested.

**TAXES:** Unless prohibited by law, Seller shall pay and has included in the prices of this Purchase Order any federal, state or local tax, transportation tax, or other tax which is required to be imposed upon the items ordered hereunder, or by reason of their sale or delivery.

**TERMINATION FOR CONVENIENCE:** Buyer shall have the right to terminate this Purchase Order in whole or in part at any time, and from time to time, by written notice effective upon receipt by Seller of such notice, even though Seller is not in breach of any obligation hereunder. Upon receipt of notice of termination, Seller shall immediately discontinue performance and shall comply with Buyer's instructions concerning disposition of completed and partially completed items, work in progress and materials acquired pursuant to this Purchase Order. In the event of such termination, Seller shall be paid an amount in settlement to be mutually agreed upon by the parties which shall cover Seller's reasonable costs of performance incurred prior to termination in connection with the items for which this Purchase Order is terminated plus a reasonable profit based upon such costs. However, said payment shall not exceed the price specified herein for such items. Seller shall advise the Buyer, in writing, of Seller's claim, if any, for termination costs within ten (10) days after receipt of the notice of termination. Termination in accordance with this article shall not affect Buyer's obligation to pay for items accepted by Buyer prior to such termination.

**GOVERNING LAW; VENUE; DEFINITIONS:** The definition of terms used, interpretation of this Purchase Order and rights of all parties hereunder shall be construed under and governed by the laws of the State of California. Any litigation with respect to this Purchase Order shall be brought and conducted in Contra Costa County, California.