



FINANCE DEPARTMENT PURCHASING DIVISION

BID SPECIFICATIONS

PRODUCT REQUIREMENTS CONTRACT FOR

FRESNO AREA EXPRESS FARE MEDIA

BID FILE NUMBER: 12301979

Table of Contents

NOTICE INVITING BIDS	1.2
INSTRUCTIONS TO BIDDERS	1.3
BIDDER'S CHECKLIST	1.7
BID PROPOSAL	1.8
TIME PERIOD TO AWARD/REJECT BIDS	1.10
CERTIFICATION FOR LOCAL PREFERENCE	1.11
SIGNATURE PAGE	1.13
CONTRACT DOCUMENT	1.16
GENERAL CONDITIONS	2.0
SPECIAL CONDITIONS	3.0
TECHNICAL SPECIFICATIONS	4.0
EXHIBIT "X", IF APPLICABLE	4.13

Procurement Specialist: Tamra Torrence
PHONE (559) 621-1153
FAX: (559) 457-1244

SCHEDULED BID OPENING: MARCH 28, 2023

NOTICE INVITING BIDS

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

PRODUCT REQUIREMENTS CONTRACT FOR

FRESNO AREA EXPRESS FARE MEDIA BID FILE NUMBER: 12301979

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

Specifications and bid proposal forms for these items can be downloaded at the City's online website at:

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

Bids can be submitted electronically via Planet Bids or by paper only.

This Contract will be used primarily by the Department of Transportation. The Contract term is for three (3) years, with provisions for three (3) one (1) year extensions.

Bid Proposals must be filed electronically using Planet Bids, by mail or with the Purchasing Manager prior to the bid opening at **3 p.m. on Tuesday, March 28, 2023**, when the bids will be publicly opened and recorded. Electronically filed is defined as by means of electronic equipment or devices. Join the bid opening meeting at <https://zoom.us/j/92047244398> or call (669) 900-9128, meeting ID 920 4724 4398.

All proposals must be made on the Bid Proposal Form provided by the Purchasing Manager.

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

Services of an interpreter and additional accommodations can be made available. Requests for accommodations should be made at least five working days but no later than 48 hours prior to the scheduled meeting/event. Please contact the Procurement Specialist listed on the cover at 559-621-1153 or through the Questions and Answers field on Planet Bids.

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

INSTRUCTIONS TO BIDDERS
PRODUCT REQUIREMENTS CONTRACT FOR
FRESNO AREA EXPRESS FARE MEDIA

BID FILE NUMBER: 12301979

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

Bid Proposals shall be submitted on the forms furnished by the Purchasing Manager, with all documents listed on the Bidder's Checklist, completely filled out, properly signed by the Bidder and delivered, under sealed cover, plainly marked to the Office of the Purchasing Manager, 2101 G Street, Bldg A, Fresno, California, 93706 or electronically filed utilizing Planet Bids prior to the date and time specified in the Notice Inviting Bids, when all bids will be publicly opened and recorded. Bids received at 3:00 p.m. or after will **not** be accepted. The time stamp in the Purchasing Division will be the official clock for documenting the time of filing. Electronically filed is defined as by means of electronic equipment or devices.

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

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

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

Questions will be accepted only up to 5 working days prior to the bid opening date to allow the City, if necessary, to issue an addendum to all bidders stating revisions, deletions, or additions to be made to the Specifications as a result of any questions. If questions arise after the deadline, please contact the designated Procurement Specialist, but the City will not guarantee a response.

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

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

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

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

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

Note: The full text of Fresno Municipal Code, Chapter 4, Article 6 may be viewed on the City's website at, <http://www.fresno.gov>. Under "Government"; "City Clerk"; "Fresno Municipal Code and City Charter." Or view the Fresno Municipal Code directly at: https://library.municode.com/ca/fresno/codes/code_of_ordinances

LOCAL PREFERENCE. Fresno Municipal Code Section 4-108 LOCAL PREFERENCE IN CONTRACTS REQUIRING COMPETITIVE BIDDING provides for a local preference. Portions pertinent to materials, supplies and/or equipment contracts are paraphrased as follows:

Except for those Contracts funded by the federal or state government when such funding would be jeopardized because of this preference, the Council authorizes the Purchasing Manager to extend a preference to a local business as expressly set forth herein.

Fresno Municipal Code section 4-108(a): For purposes of this section, "local business" shall mean a business with a fixed primary or branch office either (i) within a twenty-five mile radius of Fresno City Hall, located at 2600 Fresno Street in the City of Fresno, or (ii) within the County of Fresno; and which fixed primary or branch office was established prior to the City inviting bids for the respective purchase. The Purchasing Manager, in the evaluation of any and all sealed bids for materials, supplies and/or equipment pursuant to this section whenever the lowest responsive and responsible bid exceeds five hundred thousand dollars (\$500,000), shall extend **a five percent (5%) preference to a local business in award of the Contract as determined in subdivision (i) of "Extension of the Preference" below.**

Fresno Municipal Code section 4-108(b): For purposes of this section, "local business" shall mean a business (i) having a total of one hundred or fewer employees, an average annual gross receipts of twelve million dollars (\$12,000,000.00) or less over the three calendar years immediately prior to the year in which city is inviting bids for the respective purchase, and having a valid small business certification issued by the State of California; (ii) with a fixed primary or branch office either within a twenty-five mile radius of Fresno City Hall, located at 2600 Fresno Street in the City of Fresno, or within the County of Fresno; and (iii) which fixed primary or branch office was established prior to the city inviting bids for the respective purchase. The Purchasing Manager, in the evaluation of any and all sealed bids for materials, supplies and/or equipment pursuant to this section whenever the lowest responsive and responsible bid is less than or equal to five hundred thousand dollars (\$500,000), shall extend **a five percent (5%) preference to a local business in award of the Contract as determined in subdivision (i) of "Extension of the Preference" below.**

Extension of the Preference: The preference under both Fresno Municipal Code sections 4-108(a) and (b) shall be extended consistent with each of the following:

- (i) The amount of the preference shall be equal to the amount of 5% applied to the lowest responsive and responsible bid; provided, however, in no event shall the amount of the preference exceed the sum of \$75,000.
- (ii) If the Bidder submitting the lowest responsive and responsible bid is not a local business, and if a local business has also submitted a responsive and responsible bid, and, with the benefit of the preference, the local business' bid is equal to or less than the original lowest responsive and responsible bid, the City shall award the Contract to the local business at its submitted bid price.
- (iii) The Bidder shall certify, under penalty of perjury, that the Bidder qualifies as a local business. The preference is waived if the certification does not appear on the bid.

Bidders shall submit the CERTIFICATION FOR LOCAL PREFERENCE form with their bid if they seek the benefit of local preference.

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

1. All Bid Proposals must be accompanied with pertinent information that provides sufficient technical data to evaluate the item(s) offered. The information may consist of manufacturer's literature, specifications, drawings (to scale), sketches (to proportion) performance data, etc., where same is necessary to completely describe the product.
2. The decision of acceptability as an "approved equal" shall be within the sole discretion of the City. If approval as an equal is denied by the City, Contractor shall provide one of the manufacturers/brands listed in the Specifications without change in the Contract price.
3. Bidder shall contact the designated Procurement Specialist in the Purchasing Division and submit Exhibit X at least seven (7) days prior to the scheduled bid opening.

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

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

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

Should bidders wish to appeal the staff determination, appeals must be received in writing within 5 working days from the time the determination is posted and conform to the requirements under

Resolution No. 2003-129. "Working day" means a City of Fresno regular business day. In no event will appeals be accepted later than 5:00 p.m. on the day before Council is scheduled to take action on the Contract award. Appeals must be submitted to following:

City of Fresno Purchasing Division
2101 G Street, Bldg A
Fresno, CA 93706

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

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

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

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

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

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

BIDDER'S CHECKLIST

PRODUCT REQUIREMENTS CONTRACT FOR

FRESNO AREA EXPRESS FARE MEDIA

Bid File No. 12301979

SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID DOCUMENTS. Bidders shall complete and submit all documents marked with an "X" in the "REQUIRED" column. Documents required on the checklist but not included may render your bid nonresponsive and ineligible for award. Bids received by the City by the scheduled bid opening time will be opened and publicly read but are subject to verification that all the required documents have been submitted.

REQUIRED

- ☒ 1. **BID PROPOSAL PAGES** 1.8 through 1.10.
- ☒ 2. **CERTIFICATION FOR LOCAL PREFERENCE**, if applicable, page 1.11.
- ☒ 3. **ACH PAYMENT INITIATIVE – ELECTRONIC PAYMENT**, page 1.12
- ☒ 4. **SIGNATURE PAGES** 1.13 and 1.14.
- ☒ 5. **PRODUCT DATA SHEET** 4.0 through 4.12.
- ☒ 6. **ADDENDA** - Signature page of all Addenda issued, if applicable.
Addenda No. _____ to _____ (Enter numbers).
- ☒ 7. **LITERATURE/STANDARD WARRANTY.** As required on page 4.0, paragraph (d), any applicable manufacturer's Published Price List or website, and two copies, if attached to paper copy, of the manufacturer's descriptive literature and specifications or website, including a copy of the manufacturer's standard warranty.

SUBMITTED BY:

Name of Company _____ Contact Name _____

Address _____ City _____ State _____ Zip _____

Phone No. _____ Fax No. _____

E-Mail _____

Address:

BIDDER'S NAME: _____

BID PROPOSAL

**PRODUCT REQUIREMENTS CONTRACT FOR
FRESNO AREA EXPRESS FARE MEDIA**
Bid File No. 12301979

TERM OF CONTRACT The Contract shall be in effect for three (3) years from the date of the Notice to Proceed. The Contract may be extended, with the mutual consent of both parties, for three (3) one-year increments.

TO: THE PURCHASING MANAGER OF THE CITY OF FRESNO

The undersigned Bidder hereby proposes to furnish to the City of Fresno, in accordance with the Specifications annexed hereto and made a part hereof, the following item(s) **delivered F.O.B.**

Destination, Freight Prepaid & Allowed, to the jobsite(s) as specified in the Special Conditions of these Specifications, and at the prices set forth in the following bid item(s):

<u>BID ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE PER THOUSAND</u>	<u>TOTAL PRICE</u>
1.	500,000	Pre-Encoded 1 Ride Ticket 2.125W x 3.375L SEE EXAMPLE P. 4.1	\$ _____	\$ _____
2.	100,000	Pre-Encoded Reduced 1 Ride Ticket 2.125W x 3.375L SEE EXAMPLE P. 4.2	\$ _____	\$ _____
3.	20,000	Pre-Encoded Student 1 Ride Ticket 2.125W x 3.375L SEE EXAMPLE P. 4.3	\$ _____	\$ _____
4.	20,000	Pre-Encoded 10 Ride Ticket 2.125W x 3.375L SEE EXAMPLE P. 4.4	\$ _____	\$ _____
5.	20,000	Pre-Encoded Reduced 10 Ride Ticket 2.125W x 3.375L SEE EXAMPLE P. 4.5	\$ _____	\$ _____
6.	50,000	Pre-Encoded 31 Day Pass 2.125W x 3.375L SEE EXAMPLE P. 4.6	\$ _____	\$ _____
7.	20,000	Pre-Encoded Reduced 31 Day Pass 2.125W x 3.375L SEE EXAMPLE P. 4.7	\$ _____	\$ _____
8.	20,000	Pre-Encoded Student 31 Day Pass 2.125W x 3.375L SEE EXAMPLE P. 4.8	\$ _____	\$ _____
9.	20,000	Pre-Encoded FUSD Student 31 Day Pass 2.125W x 3.375L SEE EXAMPLE P. 4.9	\$ _____	\$ _____

10. 70,000 Unencoded Smooth Varnish TVM Card \$ _____ \$ _____
2.125W x 3.375L
SEE EXAMPLE P. 4.10
11. 70,000 Unencoded Rough Varnish TVM Card \$ _____ \$ _____
2.125W x 3.375L
SEE EXAMPLE P. 4.11
12. 1,500,000 Unencoded FAX Transfer Ticket \$ _____ \$ _____
2.125W x 3.375L
SEE EXAMPLE P. 4.12

SUBTOTAL: \$ _____

Sales Tax 8.35%: \$ _____

Total Net Bid Amount: \$ _____

The Total Net Bid Amount is _____

_____ Dollars and _____ Cents.

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

Initial

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

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

CONTRACT QUANTITIES. The City reserves the right to increase or decrease quantities in accordance with available funds as appropriated by the City Council. If the City Council has not appropriated funds or sufficient funds are not available to complete the purchase, the City reserves the right to decrease quantities to stay within the budget limitations.

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

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

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

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

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

AWARD OF CONTRACT. When bids are submitted to the Council, the award will be made to the lowest responsive and responsible bidder, subject to the right to reject any and all bids, pursuant to Fresno Municipal Code section 4-102.

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

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

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

CERTIFICATION FOR LOCAL PREFERENCE
PRODUCT REQUIREMENTS CONTRACT FOR:
FRESNO AREA EXPRESS FARE MEDIA
Bid File No. 12301979

☐ We certify that we qualify as a local business pursuant to Fresno Municipal Code section 4-108(a).

Location of Business:

Please provide street address
(PO Box is not acceptable)

Primary Office []
Branch Office []
(Please mark as applicable)

Address: _____

Phone: _____

☐ We certify that we qualify as a local business pursuant to Fresno Municipal Code section 4-108(b).

Location of Business:

Please provide street address
(PO Box is not acceptable)

Primary Office []
Branch Office []
(Please mark as applicable)

Address: _____

Phone: _____

Provide total number of employees (includes employees of fixed primary and any branch offices of Bidder): _____

The average annual gross receipts over the previous three calendar years to the city inviting bids herein (includes gross receipts of fixed primary and any branch offices of Bidder)
\$ _____

Small Business Certification issued by the State of California

Certification Number: _____ Date of expiration: _____

The undersigned Bidder hereby declares under penalty of perjury under the laws of the State of California that the information contained on this CERTIFICATION FOR LOCAL PREFERENCE is correct and complete.

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

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

Initial: _____

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

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

Company Name _____ Contact Email Address _____
(Required)

Contact Name _____ Telephone Number _____

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

Depository Name _____ Branch _____

City _____ State _____ Zip Code _____

Routing Number _____ Account Number _____

☐ ACH Authorization Agreement Form already on file with City.

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

Name(s) _____
(Please print)

Signature _____ Date _____

Title _____

SIGNATURE PAGE

By my signature on this Bid Proposal I certify, under penalty of perjury, that the foregoing statements, pages 1.7 through 1.12, and those contained herein are true and correct.

BID SUBMITTED BY:

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

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

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

(3) _____
Business Address

City State Zip Code

(4) By: _____
Signature of Authorized Person

Type or Print Name of Authorized Person and Title

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

INSTRUCTIONS FOR SIGNATURE PAGE

- LINE 1: The name of the Bidder must be the same as that under which a license is issued, if a license is required. If the Bidder is a corporation, enter the exact name of the corporation under which it is incorporated; if Bidder is an individual, enter name; if Bidder is an individual operating under a trade name, enter name and dba (trade name in full); if a partnership, enter the correct trade style of the partnership; if a joint venture, enter exact names of entities joining in the venture.
- LINE 2: Identify here the character of the name shown under (1), i.e., corporation (including state of incorporation), individual, partnership, or joint venture.
- LINE 3: Enter the address to which all communications and notices regarding the Bid Proposal and any Contract awarded thereunder are to be addressed.
- LINE 4: (a) If the Bidder is a corporation, the Bid Proposal must be signed by an officer or employee authorized to sign Contracts on behalf of the corporation evidenced by inclusion of one of the following certified by the secretary of the corporation, authorizing the officer or employee to sign contracts (sample certification attached): a copy of the Articles of Incorporation, a copy of the Bylaws, a copy of the Board Resolution or Minutes authorizing the officer or employee to sign Contracts.

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

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

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

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

NAME	ADDRESS
_____	_____
_____	_____
_____	_____

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

SAMPLE CERTIFICATION

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

By: _____

Name: _____

Title: Secretary

Date: _____

CONTRACT DOCUMENT
(To be filed after award by successful Bidder)

SAMPLE PRODUCT REQUIREMENTS CONTRACT

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

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

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

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

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

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

This section shall survive termination or expiration of this Contract.

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

[Contractor Name],
[Legal Identity]

CITY OF FRESNO,
a California municipal corporation

By: _____

By: _____

Name: _____
(Type or print written signature.)

[Name], Purchasing Manager
General Services Department

Title: _____

Dated: _____

Dated: _____

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____

By: _____
Deputy

Name: _____
(Type or print written signature.)

Title: _____

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

Dated: _____

By: _____

[City Certifier Name]
[City Certifier Title]
General Services department

City address:

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

CITY OF FRESNO SPECIFICATIONS

**PRODUCT REQUIREMENTS CONTRACT FOR
FRESNO AREA EXPRESS FARE MEDIA
BID FILE NUMBER: 12301979**

GENERAL CONDITIONS

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

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

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

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

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

This section shall survive termination or expiration of this Contract.

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

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

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

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

7. CONTRACT DOCUMENTS: Upon award of the Contract, the Contractor shall execute and submit all required documents (which will include the "Contract," a sample of which is included in these Specifications on page 1.10) to the Purchasing Manager, 2101 G Street, Bldg A, Fresno, California 93706 in a form acceptable to the City of Fresno within 15 calendar days (except in the event federal funding is applicable to this Contract, then 10 working days) from the date of Notice of Award. Failure to provide said documents within the designated period shall be sufficient cause to forfeit the Contractor's bid deposit and initiate a departmental recommendation to the Council to award the Contract to the next lowest responsive and responsible Bidder.

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **NOTICES:** Except as otherwise expressly provided in the Specifications, any notice required or intended to be given to either party under the terms of this Contract shall be in writing and shall be deemed to be duly given if delivered personally or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of the Bid Proposal in the case of the Contractor and at the address set forth on the signature page of the Contract in the case of the City, or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

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

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

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

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

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

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

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

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

24. EXHIBITS: Each exhibit and attachment referenced in this Contract is, by the reference, incorporated into and made a part of this Contract.
25. CUMULATIVE REMEDIES: No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
26. NO THIRD PARTY BENEFICIARIES: The rights, interests, duties and obligations defined within this Contract are intended for the specific parties hereto as identified in the preamble of this Contract. Notwithstanding anything stated to the contrary in this Contract, it is not intended that any rights or interests in this Contract benefit or flow to the interest of any third parties other than expressly identified within this section. The parties do intend that in the event that the State of California is funding the purchase hereunder, that the State of California be a third party beneficiary under this Contract and all rights, interest and benefits of this Contract accrue to the State.
27. FUNDING: This Contract is contingent on the appropriation of funds by City. Should funds not be appropriated, this Contract may be terminated by City upon prior written notice to Contractor notwithstanding any other provision of these General Conditions.
28. GOVERNING LAW AND VENUE: The Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of the Contract and any rights and duties hereunder shall be Fresno County, California.
29. EXTENT OF CONTRACT: Each party acknowledges that they have read and fully understand the contents of this Contract. This Contract represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.
30. MODIFICATIONS AND CHANGE ORDERS: This Contract may be modified only by written instrument duly authorized and executed by both City and Contractor in accordance with City's current applicable contract change order resolution, as may be revised. The City reserves the right to add, modify or delete items from the Contract including, without limitation, the Special Conditions and Technical Specifications. Any such changes shall be made only by means of a formal change order signed by both the City and the Contractor.

CITY OF FRESNO BID SPECIFICATIONS

PRODUCT REQUIREMENTS CONTRACT FOR FRESNO AREA EXPRESS FARE MEDIA BID FILE NUMBER: 12301979

SPECIAL CONDITIONS

TERM OF CONTRACT

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

PRICING CONDITIONS

For the first 36-month period of the Contract, pricing will be fixed at the Bid Proposal price. Sixty days prior to the 3-year anniversary date of the Contract, the Contractor may submit proposed pricing revisions for the following 12-month period to the Purchasing Manager of the City of Fresno. The Contractor must provide adequate documentation to substantiate any request for price increase. Any increase in unit price for any item included in this Contract shall not exceed, unless otherwise approved by the Purchasing Manager, the percent change for the following Producer's Price Index, as published by the Bureau of Labor Statistics: Producer Price Index by Commodity: Pulp, Paper, and Allied Products: Commercial Printing (**Product Code WPU0947**). In the event that the index drops, the Contractor shall pass on to the City an equivalent reduction in pricing. The basis of the index shall be established as the last available month at the date of the Notice to Proceed.

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

AUTHORIZATION TO PLACE ORDERS

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

CONTRACTOR'S AUTHORIZED REPRESENTATIVE

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

DELIVERY

Cancellation of backorders is not acceptable.

Except as otherwise expressly provided herein, delivery(ies) shall be made within ninety (90) calendar days from the respective City notification of release of goods against this Contract. The Contractor must fill orders in their entirety within ninety (90) calendar days or must receive written approval from the City for an extension of the delivery date. **Any goods deemed by the City to be defective, or any**

wrong parts shipped in error, must be replaced within thirty (30) calendar days of notification.

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

City of Fresno – Department of Transportation
Fresno Area Express
Attention: Sarah Lambeth
2223 G Street
Fresno, CA 93706

Delivery is to be made between the hours of 08:00 A.M. and 04:00 P.M. and during regular City of Fresno working days.

NON-DELIVERY

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

LIQUIDATED DAMAGES

Time of delivery is of the essence, and the City and Contractor, by executing the Contract, each agree that actual damages to the City, and actual damages for the inconvenience and loss which will flow to the inhabitants of the City, from any delay in delivery beyond the date or dates provided herein, or portions thereof, are extremely difficult or impossible to determine, and, accordingly, it is agreed that the Contractor shall be liable for and shall pay to the City, as fixed, agreed, and liquidated damages, and not as a penalty the sum of thirty dollars **(\$30.00)** per day for each calendar day of delay in delivery of item(s) from the maximum delivery date as specified herein or in any written extension of time granted by the City. Such payment due the City will be deducted by the City from any payments due to the Contractor for item(s) delivered. Otherwise, Contractor will reimburse City within 30 days of receipt of invoice from the City.

PAYMENT

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

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

City of Fresno – Department of Transportation
Fresno Area Express
Attention: Sarah Lambeth
2223 G Street
Fresno, CA 93706

CITY OF FRESNO SPECIFICATIONS

**PRODUCT REQUIREMENTS CONTRACT FOR
FRESNO AREA EXPRESS FARE MEDIA
BID FILE NUMBER: 12301979**

TECHNICAL SPECIFICATIONS

GENERAL

- (a) It is the purpose and intent of these Specifications to describe the minimum requirements for fare media to be used by the Department of Transportation within the City of Fresno.
- (b) All items not specifically mentioned which are required for a complete unit shall be included in the unit bid price.
- (c) All equipment and accessories to be furnished must be new and in current production. All products shall conform in design, strength, quality of material and workmanship to current industry standards.
- (d) Each bid shall be accompanied by a copy of any applicable manufacturer's Published Price List or website, and two copies of the manufacturer's descriptive literature and specifications or website, including a copy of the manufacturer's standard warranty.
- (e) All equipment and accessories shall comply with regulations of the Federal Occupational Safety and Health Administration (OSHA) and the California Occupational Safety and Health Administration (Cal/OSHA), whichever is more restrictive.
- (f) Contract awardee shall submit a product data sheet for all fare media prior to production. Encoding samples are required for pre-encoded media and shall be sent to:

City of Fresno – Department of Transportation
Fresno Area Express
Attention: Sarah Lambeth
2223 G Street
Fresno, CA 93706

- (g) Product data sheets and encoding samples shall be approved prior to media production.
- (h) Colors listed are for reference only. Other brands of the same color may be accepted upon approval.

TECHNICAL SPECIFICATIONS:

(See Below)

Bid Item 1. Pre-Encoded 1 Ride Ticket

Requirements:

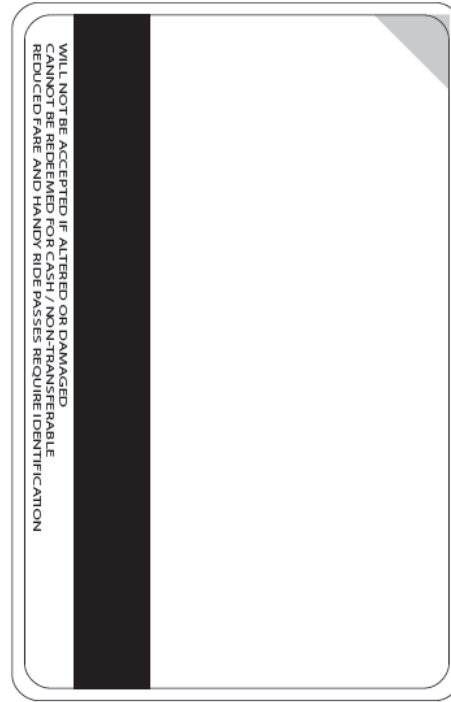
Quantity 500,000

Quantity listed is an annual estimate used for bidding purposes. The actual requirement of the City of Fresno may be more or less than this amount.

Specifications:

Layout
2.12"

3.375"



Colors: Black
White
7689C – Blue
485C – Red
188C – Red Shadow

Paper: 10 mil thermal paper.

Card Stock: Individual die cut card stock.

Magstripe: Industry standard. Pre-encoded for 1 Ride Regular Fare Ticket.

Numbering: Serial numbers to be determined.

Equipment: To be used with a Genfare Odyssey Fare Collection System, a Genfare Fast Fare Farebox, and a Genfare Fast Fare E Farebox.

Bid Item 2. Pre-Encoded Reduced 1 Ride Ticket

Requirements:

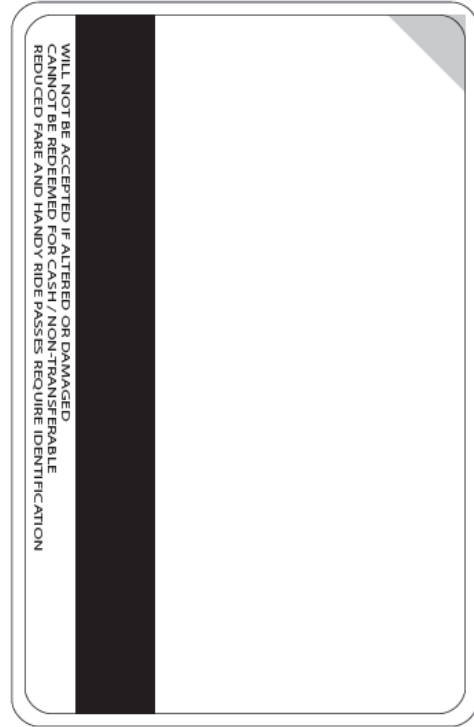
Quantity 100,000

Quantity listed is an annual estimate used for bidding purposes. The actual requirement of the City of Fresno may be more or less than this amount.

Specifications:

Layout
2.12"

3.375"



Colors: Black
White
7689C – Blue
258C – Purple
260C – Purple Shadow

Paper: 10 mil thermal paper.

Card Stock: Individual die cut card stock.

Magstripe: Industry standard. Pre-encoded for 1 Ride Reduced Fare Ticket.

Numbering: Serial numbers to be determined.

Equipment: To be used with a Genfare Odyssey Fare Collection System, a Genfare Fast Fare Farebox, and a Genfare Fast Fare E Farebox.

Bid Item 3. Pre-Encoded Student 1 Ride Ticket

Requirements:

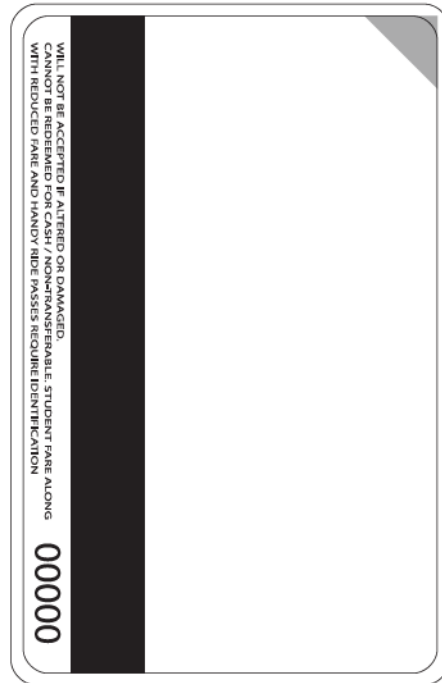
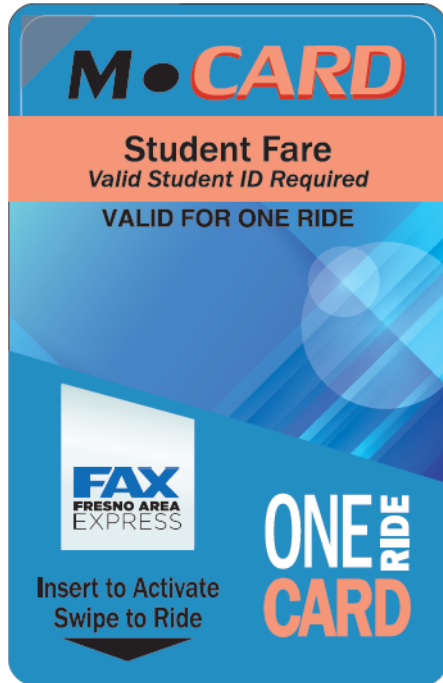
Quantity 20,000

Quantity listed is an annual estimate used for bidding purposes. The actual requirement of the City of Fresno may be more or less than this amount.

Specifications:

Layout
2.12"

3.375"



Colors: Black
White
7689C – Blue
P 45-3C – Peach
P 45-16C – Orange Shadow

Paper: 10 mil thermal paper.

Card Stock: Individual die cut card stock.

Magstripe: Industry standard. Pre-encoded for 1 Ride Student Fare Ticket.

Numbering: Serial numbers to be determined.

Equipment: To be used with a Genfare Odyssey Fare Collection System, a Genfare Fast Fare Farebox, and a Genfare Fast Fare E Farebox.

Bid Item 4. Pre-Encoded 10 Ride Ticket

Requirements:

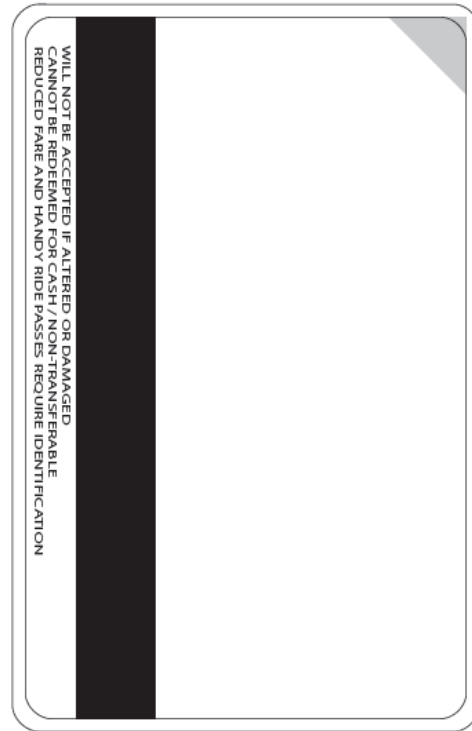
Quantity 20,000

Quantity listed is an annual estimate used for bidding purposes. The actual requirement of the City of Fresno may be more or less than this amount.

Specifications:

Layout
2.12"

3.375"



Colors: Black
White
7689C – Blue
072C – Dark Blue
282C – Dark Blue Shadow

Paper: 10 mil thermal polypropylene card stock.

Card Stock: Individual die cut polypropylene card stock.

Magstripe: Industry standard. Pre-encoded for 10 Ride Regular Fare Ticket.

Numbering: Serial numbers to be determined.

Equipment: To be used with a Genfare Odyssey Fare Collection System, a Genfare Fast Fare Farebox, and a Genfare Fast Fare E Farebox.

Bid Item 5. Pre-Encoded Reduced 10 Ride Ticket

Requirements:

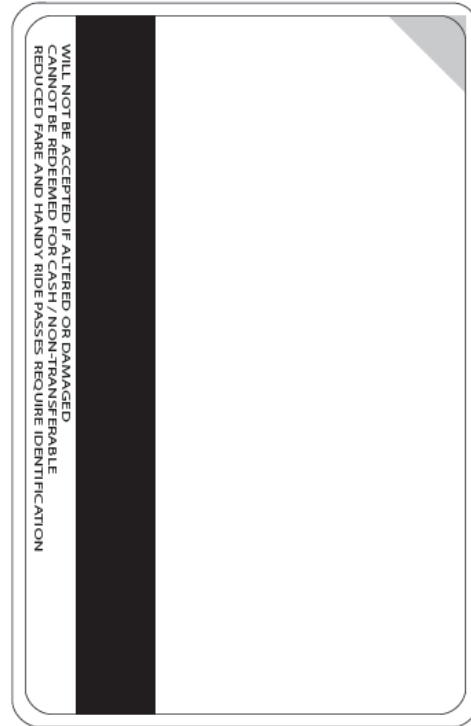
Quantity 20,000

Quantity listed is an annual estimate used for bidding purposes. The actual requirement of the City of Fresno may be more or less than this amount.

Specifications:

Layout
2.12"

3.375"



Colors: Black
White
7689C – Blue
802C – Green
7732C – Green Shadow

Paper: 10 mil thermal polypropylene card stock.

Card Stock: Individual die cut polypropylene card stock.

Magstripe: Industry standard. Pre-encoded for 10 Ride Reduced Fare Ticket.

Numbering: Serial numbers to be determined.

Equipment: To be used with a Genfare Odyssey Fare Collection System, a Genfare Fast Fare Farebox, and a Genfare Fast Fare E Farebox.

Bid Item 6. Pre-Encoded 31 Day Pass

Requirements:

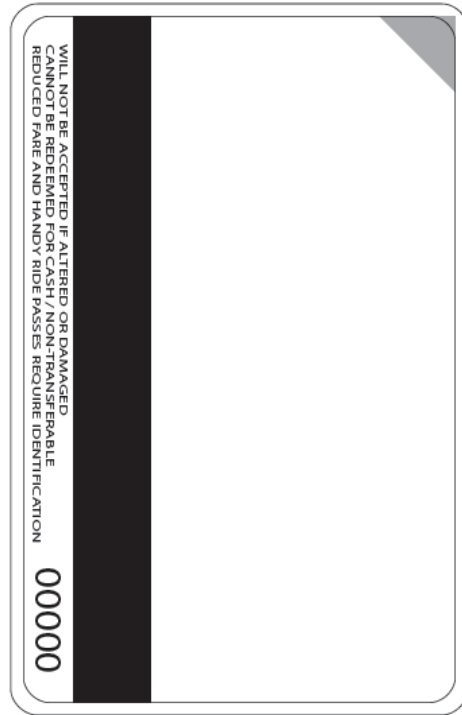
Quantity 50,000

Quantity listed is an annual estimate used for bidding purposes. The actual requirement of the City of Fresno may be more or less than this amount.

Specifications:

Layout
2.12"

3.375"



Colors: Black
White
7689C – Blue
100C – Yellow
104C – Yellow Shadow

Paper: 10 mil thermal polypropylene card stock.

Card Stock: Individual die cut polypropylene card stock.

Magstripe: Industry Standard. Pre encoded for 31 Day Pass.

Numbering: Serial numbers to be determined.

Equipment: To be used with a Genfare Odyssey Fare Collection System, a Genfare Fast Fare Farebox, and a Genfare Fast Fare E Farebox.

Bid Item 7. Pre-Encoded Reduced 31 Day Pass

Requirements:

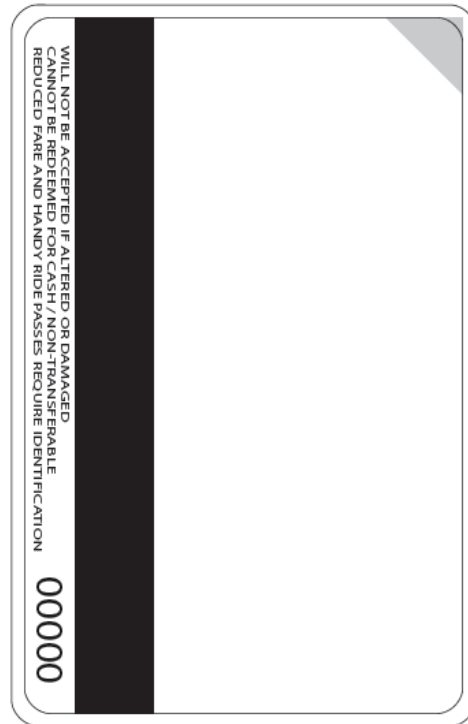
Quantity 20,000

Quantity listed is an annual estimate used for bidding purposes. The actual requirement of the City of Fresno may be more or less than this amount.

Specifications:

Layout
2.12"

3.375"



Colors: Black
White
7689C – Blue
1505C – Orange
1525C – Orange Shadow

Paper: 10 mil thermal polypropylene card stock.

Card Stock: Individual die cut polypropylene card stock.

Magstripe: Industry standard. Pre-encoded for 31 Day Reduced Pass.

Numbering: Serial numbers to be determined.

Equipment: To be used with a Genfare Odyssey Fare Collection System, a Genfare Fast Fare Farebox, and a Genfare Fast Fare E Farebox.

Bid Item 8. Pre-Encoded Student 31 Day Pass

Requirements:

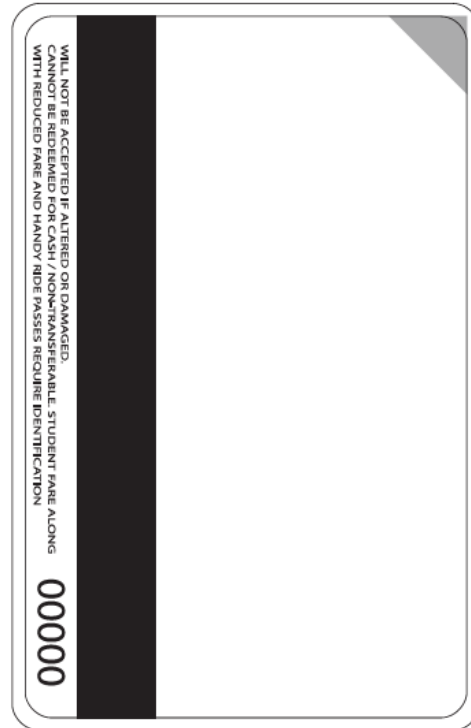
Quantity 20,000

Quantity listed is an annual estimate used for bidding purposes. The actual requirement of the City of Fresno may be more or less than this amount.

Specifications:

Layout
2.12"

3.375"



Colors: Black
White
7689C – Blue
Pantone P Process Magenta C – Pink
P 80-1 C – Pink Shadow

Paper: 10 mil thermal polypropylene card stock.

Card Stock: Individual die cut polypropylene card stock.

Magstripe: Industry standard. Pre-encoded for 31 Day Student Pass.

Numbering: Serial numbers to be determined.

Equipment: To be used with a Genfare Odyssey Fare Collection System, a Genfare Fast Fare Farebox, and a Genfare Fast Fare E Farebox.

Bid Item 9. Pre-Encoded FUSD Student 31 Day Pass

Requirements:

Quantity 20,000

Quantity listed is an annual estimate used for bidding purposes. The actual requirement of the City of Fresno may be more or less than this amount.

Specifications:

Layout
2.12"



Colors: Black
White
7689C – Blue
Pantone P Process Magenta C – Pink
P 80-1 C – Pink Shadow

Paper: 10 mil thermal polypropylene card stock.

Card Stock: Individual die cut polypropylene card stock.

Magstripe: Industry standard. Pre-encoded for FUSD Student 31 Day Pass.

Numbering: Serial numbers to be determined.

Equipment: To be used with a Genfare Odyssey Fare Collection System, a Genfare Fast Fare Farebox, and a Genfare Fast Fare E Farebox.

Bid Item 10. Unencoded Smooth Varnish TVM Cards

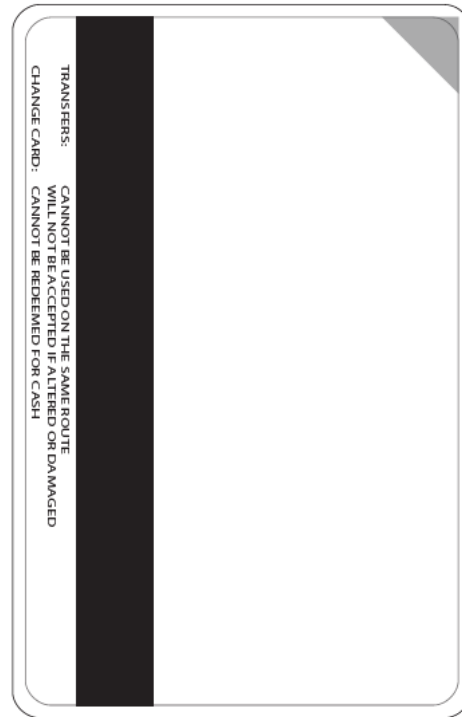
Requirements:

Quantity 70,000

Quantity listed is an annual estimate used for bidding purposes. The actual requirement of the City of Fresno may be more or less than this amount.

Specifications:

Layout
2.12"



Colors: Black
White
Pantone 293 CVC – FAX Blue
100 – Cyan
56.08 – Magenta
0 – Yellow

Paper: 10 mil thermal polypropylene card stock.

Card Stock: Individual die cut polypropylene card stock.

Magstripe: Industry standard. Unencoded.

Numbering: Cards do not require numbering.

Equipment: To be used with a Genfare Odyssey Fare Collection System, a Genfare Fast Fare Farebox, a Genfare Fast Fare E Farebox, Vendstar-4 Ticket Vending Machine.

Bid Item 11. Unencoded Rough Varnish TVM Cards

Requirements:

Quantity 70,000

Quantity listed is an annual estimate used for bidding purposes. The actual requirement of the City of Fresno may be more or less than this amount.

Specifications:

Layout
2.12"



Colors: Black
White
Pantone 293 CVC – FAX Blue
100 – Cyan
56.08 – Magenta
0 – Yellow

Paper: 10 mil thermal polypropylene card stock.

Card Stock: Individual die cut polypropylene card stock.

Magstripe: Industry standard. Unencoded.

Numbering: Cards do not require numbering.

Equipment: To be used with a Genfare Odyssey Fare Collection System, a Genfare Fast Fare Farebox, a Genfare Fast Fare E Farebox, and a Vendstar-4 Ticket Vending Machine.

Bid Item 12. Unencoded FAX Transfer Ticket

Requirements:

Quantity 1,500,000

Quantity listed is an annual estimate used for bidding purposes. The actual requirement of the City of Fresno may be more or less than this amount.

Specifications:

Layout
2.12"



Colors: Black
White
Pantone P 109-8C – Medium Blue
Pantone P 109-4C – Light Blue
Pantone P 103-16C – Dark Blue

Paper: 10 mil thermal paper.

Card Stock: Individual die cut card stock.

Magstripe: Industry standard. Pre-encoded for 1 Ride Regular Fare Ticket.

Numbering: Cards do not require numbering.

Equipment: To be used with a Genfare Odyssey Fare Collection System, a Genfare Fast Fare Farebox, and a Genfare Fast Fare E Farebox.

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

EXHIBIT "X", IF APPLICABLE
PRODUCT PURCHASE CONTRACT FOR
FRESNO AREA EXPRESS FARE MEDIA
Bid File No. 12301979

If you are unable to fully conform to the specifications, have deviations to the specifications, request for an approved equal, or are unable to comply with any condition herein described; **Bidders shall contact the designated Procurement Specialist in the Purchasing Division (see cover page), and submit this form at least seven (7) days prior to the scheduled bid opening.** Reference the requirement you are unable to comply with and explain any deviation or exceptions below. If necessary, an appropriate addendum will be issued to all bidders stating revisions, deletions, or additions to be made to the Specifications as a result of any inquiries. The City will not be responsible for verbal responses made by parties other than the Purchasing Manager or designee. Bidders shall submit this exhibit at least seven days prior to the schedule bid opening or the bidder may be found non-responsive.

REFERENCE	REMARKS