

**TRANSPORTATION AGENCY FOR MONTEREY COUNTY**

**REQUEST FOR QUOTATIONS  
FOR**

**FURNISH BICYCLE RACKS AND LOCKERS**

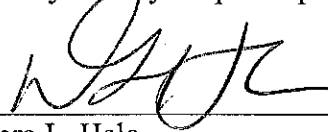
NOTICE IS HEREBY GIVEN that sealed Quotations will be received until the hour of **3:00 p.m., Thursday, January 19, 2012**, at the Transportation Agency Office, 55 B Plaza Circle, Salinas, California 93901 for furnishing of bicycle racks and lockers. Such Quotations will be opened publicly and announced at the said hour and date in the Transportation Agency Conference Room, 55 B Plaza Circle, Salinas, California. Quotations will thereafter be accepted or rejected by the Agency. The contractors are responsible to ensure their Quotations are received at the time and location specified. **Bids received after that date and time will not be considered.**

The Transportation Agency Executive Director or authorized representative may extend the time for receipt of Quotations, from the above-stated Quotation opening date and time. Any addenda to this Request for Quotations that may be issued by the Transportation Agency will be posted at [http://tamcmonterey.org/information/bids\\_prop/index.html](http://tamcmonterey.org/information/bids_prop/index.html). It is the contractor's responsibility to check for addenda to this RFQ and comply with new or revised requirements that may be stated therein. Requests for clarification or exception to the Request for Quotations provisions must be received no later than, 12:00 noon, January 9, 2012 to guarantee consideration.

Quotations must be submitted to the Project Manager at the address shown below. All inquiries related to this Request for Quotations should be submitted via email to [kaki@tamcmonterey.org](mailto:kaki@tamcmonterey.org).

Kaki Cheung, Associate Transportation Planner  
Transportation Agency for Monterey County  
55 B Plaza Circle  
Salinas, CA 93901

Thank you for your participation.



Debra L. Hale  
Executive Director  
Transportation Agency for Monterey County

Date: 12/15/11

## PROJECT SPECIFICATIONS

Transportation Agency intends to purchase bicycle racks and lockers to be placed at five locations in Monterey County. This program anticipates providing parking for 114 bicycles.

### **Bicycle Racks:**

Bicycle racks are generally used for periodic parking and will be placed at businesses, libraries, and other public locations. Each bicycle rack shall accommodate 2 or more bicycles, as specified below. The Transportation Agency shall have the option of purchasing additional bicycle racks and lockers at the quoted price within 30 calendar days of the award of the contract.

### **Bike Rack Specifications:**

**Single Inverted “U” Racks:** The capacity of each inverted U rack is two bicycles, locked parallel to the rack. The racks shall be 32” tall and 30” wide. The racks shall be constructed of 2” by 2” by 0.188” wall square pipe, galvanized or stainless steel. Flanged surface will be mounted with 3 anchor bolts, which are to be provided by contractors. The flange must be 3/8” in thickness, 5” wide and 6” long, drilled with three mounting holes with 9/16” in diameter to admit 1/2” fasteners. Racks shall be hot-dipped galvanized after production. An image of the single inverted “U” rack can be found in Attachment 1.

**Rail Mounted Inverted U Racks:** Three inverted U-shaped racks along channel runners. Accommodates 6 bicycles per rack. Each of the inverted U racks shall be 32” tall and 30” wide. The distance between the racks is 36” wide. The racks shall be constructed of 2” by 2” by 0.188” wall square pipe, galvanized or stainless steel that welds at all joints. Flanged surface will be mounted with 4 anchor bolts, which are to be provided by contractors. The flange must be 3/8” in thickness, 5” wide and 6” long, drilled with four mounting holes with 9/16” in diameter to admit 1/2” fasteners. An image of the rail mounted inverted “U” rack can be found in Attachment 1.

**Vertical Rack:** The rack is to be mounted vertically with the capacity of locking four bikes. The bike rack is 80.9” tall and 74.6” wide. The vertical racks are spaced 18.0” apart. The unit will be mounted to the wall with 5/16” lag bolts and shields, which are to be provided by the manufacturer. The racks shall be constructed using 0.38” diameter solid steel rod. Manufacturer's standard, baked, copolymer-based thermoplastic powder coating designed for maximum mechanical performance, impact resistance and UV-stability shall be applied. The design of the vertical rack is based on model VR8140 manufactured by Park A Bike, Inc, 2021 Arden Way, Sacramento, CA 95825. The website is [http://parkabike.com/lib\\_doc/8000-vertical\\_VR8140-spec-sheet.pdf](http://parkabike.com/lib_doc/8000-vertical_VR8140-spec-sheet.pdf). Subject to compliance, it is acceptable to provide the named product or an equivalent product by another manufacturer approved by the Transportation Agency. Requests to provide an equivalent product must be received no later than 12:00 noon on January 9, 2012 to guarantee consideration.

**Varsity Bike Dock Rack:** The capacity of the varsity bike dock rack is two bicycles, each in their own angle bike cradles that capture a bike's wheel. The rack shall be constructed of American Society for Testing and Materials (ASTM) A53 steel for all pipes, and A36 steel for all structural steel plates. The rack shall be 17 ¾" long, 19" wide and 34 7/16" high with a galvanized finish. Each Varsity Bike Dock head assembly is mounted to the base with two 1/2" carriage bolts and can be reversed for either a left facing or right facing dock. Each Varsity Bike Dock unit mounts to concrete with two 3/8" x 4 1/2" wedge sleeve anchors, which are to be provided by manufacturer. The design of the vertical rack is based on model the Varsity Bike Dock DV211 manufactured by Park A Bike, Inc, 2021 Arden Way, Sacramento, CA 95825. The website is [http://parkabike.com/lib\\_doc/Varsity-Bike-Dock-DV211-Spec-Sheet.pdf](http://parkabike.com/lib_doc/Varsity-Bike-Dock-DV211-Spec-Sheet.pdf). Subject to compliance, it is acceptable to provide the named product or an equivalent product by another manufacturer approved by the Transportation Agency. Requests to provide an equivalent product must be received no later than 12:00 noon on January 9, 2012 to guarantee consideration.

**Rack Element:** The rack element shall support bicycle upright by its frame in two places, prevent the wheel of the bicycle from tipping over, and enable the frame and one or both wheels to be secured. The rack shall allow front-in parking and back-in parking. The rack element shall resist being cut or detached using common hand tools, especially those that can be concealed in a backpack. Such tools include bolt cutters, pipe cutters, wrenches, and pry bars.

**Warranty:** Provide Rack Warranty of one (1) year from date of product received.

**Delivery:** Schedule racks delivery shall be completed within 30 calendar days of notice to proceed. Vendor shall deliver bicycle lockers, fully operational with all components and parts specified in this quotation to the designated locations. Protect finishes on exposed surfaces from damage by applying a temporary protective covering or wrapping before shipping. Also, manufacturers shall deliver bicycle racks in original packages and containers, with seals unbroken and bearing manufacturer's labels indicating brand name and directions for storage and installation. Vendors shall assign a representative to work with Transportation Agency staff on the details of delivery.

Delivery locations:

<b>Business/Org.</b>	<b>Address</b>	<b>Quantity</b>
Rancho Cielo Youth Campus	710 Old Stage Road, Salinas, CA 93908	10 Single Inverted “U” Racks
Seaside Middle School	999 Coe Ave., Seaside, CA 93955	2 Rail Mounted Inverted “U” Racks
Trailside Café	550 Wave Street, #10, Monterey, Ca 93940	2 Single Inverted “U” Racks
Transportation Agency for Monterey County	55 B Plaza Circle, Salinas, CA 93901	1 Vertical Rack
California University of Monterey Bay	100 Campus Center, Seaside, CA	30 Varsity Bike Dock Racks
Total		<b>12 Single Inverted “U” Racks, 2 Rail Mounted Inverted “U” Racks, 1 Vertical Rack and 30 Varsity Bike Dock Racks</b>

### **Bicycle Lockers:**

The bicycle lockers shall serve commuters who are looking for secure storage. The lockers should not be key-operated; instead they should have a place for a separate lock (padlock or U-lock) and, include the option of installing a window. Bicycle lockers shall be complete with all parts and materials ready for installation on concrete or asphalt surfaces.

**Single Bike Locker:** Horizontal design locker unit that will house one bicycle with an entry door for access. The locker shall be made with one-piece molded fiberglass plastic composite. Locker dimensions should be 30” wide, 74.5” long, and 49” high. The design of locker is based on the #301 model manufactured by Dero Bike Racks Co., 504 Malcolm Ave SE, Minneapolis, MN 55414. The website is [http://www.dero.com/brochures/bike\\_lockers.pdf](http://www.dero.com/brochures/bike_lockers.pdf). Subject to compliance, it is acceptable to provide the named product or an equivalent product by another manufacturer approved by the Transportation Agency. Requests to provide an equivalent product must be received no later than 12:00 noon on January 9, 2012 to guarantee consideration.

**Double Bike Locker:** Horizontal design locker unit that will house two bicycles, each in their own individual parking area via a stall divider panel. Each stall shall have a separate entry door at each end of the locker for access to that individual bike locker compartment (2 door - 2 bike capacity locker). Locker dimensions shall be 40” wide, 74.5” long, and 49” high. The design of locker is based on the #302 model manufactured by Dero Bike Racks Co., 504 Malcolm Ave SE, Minneapolis, MN 55414. The website is [http://www.dero.com/brochures/bike\\_lockers.pdf](http://www.dero.com/brochures/bike_lockers.pdf). Subject to compliance, it is acceptable to provide the named product or an equivalent product by another manufacturer approved by the Transportation Agency. Requests to provide an

equivalent product must be received no later than 12:00 noon on January 9, 2012 to guarantee consideration.

**Locker Numbering plates:** Lockers shall have embedded individually numbered door identification plate in door face. Individual numbering system shall be provided with each locker.

**Locker Structural Material and Finish:** Bicycle lockers' finish shall withstand UV degradation. The lockers shall be graffiti resistant, flame retardant (UL V-2), weather-proof, scratch resistant, resist chalking, impacts and vandalism. Enclosure shall be weatherproof - especially from roof joint and sidewall seam leakage. Lockers shall be designed to prevent breaching by pry bars, fire, knives, etc.

**Door Locks:** Locking system shall be designed to prevent professional thieves from entering.

**Locker surface installation:** Lockers shall be enabled to be installed on concrete, asphalt, pavers or moderately level bare ground. Locker shall be furnished with a leveling device and adjustable anchor device consisting of brackets and/or plates. Installation materials provided by locker manufacturer shall accommodate above surface types.

**Warranty:** Provide Locker Warranty of five (5) years from date of product received.

**Delivery:** Schedule locker delivery shall be completed within 30 calendar days of notice to proceed. Vendor shall deliver bicycle lockers, fully operational with all components and parts specified in this quotation to the designated locations. Manufacturers shall deliver bicycle lockers in original packages and containers, with seals unbroken and bearing manufacturer's labels indicating brand name and directions for storage and installation. Vendors shall assign a representative to work with Transportation Agency staff on the details of delivery.

Delivery locations:

<b>Business/Org.</b>	<b>Address</b>	<b>Quantity</b>
Rancho Cielo Youth Campus	710 Old Stage Road, Salinas, CA 93908	2 Double Bicycle Lockers
California University of Monterey Bay	100 Campus Center, Seaside, CA	10 Single Bicycle Lockers
Total		<b>2 Double Bicycle Lockers and 10 Single Bicycle Lockers</b>

## **SELECTION CRITERIA**

The selection of vendor(s) and subsequent contract award(s) will be based on the criteria contained in this quotation, as demonstrated in the submitted quotation. Vendors should submit information sufficient for the Transportation Agency to easily evaluate quotations with respect to

the selection criteria. The absence of required information may cause the Quotation to be deemed non-responsive and may be cause for rejection.

The selection criteria include, but are not limited to, the following:

- Overall price,
- Ability of the company to provide the needed products and services,
- Sustained industry reputation for customer satisfaction, resolution of product problems and provision of technical advice and support,
- Warranty terms,
- Client references, and
- Detail of printed specifications and advertising literature on the units manufacturer proposes to furnish.

## SELECTION SCHEDULE

December 15, 2011	Distribute Request for Quotations package
January 9, 2012; 12:00 noon	Closing date & time for request for clarifications, exceptions, and approved equal requests.
January 19, 2012; 3:00 p.m.	Closing date & time for receipt of quotations & quotation opening
January 26, 2012	Issue purchase order

## GENERAL PROVISIONS SECTION

### Contract Awards

Multiple Award(s): The Transportation Agency has the option to award a portion or portions of this contract to *multiple* successful vendor(s) at the sole discretion of and benefit to the Agency.

The award(s) made from this solicitation may be subject to approval by the Transportation Agency Board of Directors.

Interview: The Transportation Agency reserves the right to interview selected vendor(s) before a contract is awarded. The costs of attending any interview are the vendor's responsibility.

Incurring Costs: The Transportation Agency is not liable for any cost incurred by vendor(s) in response to this solicitation.

Unsuccessful vendors who have submitted a quotation will be notified of the final decision.

The award(s) resulting from this solicitation will be made to the vendor(s) that submit(s) a response that, in the sole opinion of the Transportation Agency, best serves the overall interest of the Agency. Awards will not be based on cost alone.

The Transportation Agency does not guarantee a minimum or maximum dollar value for any Agreement or Agreements resulting from this solicitation.

Any quotations received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the manufacturer. To be considered, however, the modified quote must be received by the time and date specified above. **If a manufacturer wishes to propose a change to any provision of this RFQ, the provision and the proposed alternative language must be submitted prior to the closing date for request for clarifications and exceptions listed above.** If no such change is requested, the manufacturer will be deemed to accept Transportation Agency's Terms and Conditions.

## QUOTATION SUBMITTALS

All submittals in response to this solicitation become the property of the Transportation Agency for Monterey County. If a vendor does not wish to submit a Quotation but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Quotation."

The Transportation Agency for Monterey County reserves the right to reject any and all Quotations, or part of any Quotation, to postpone the scheduled Quotation deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly effect or alter the substance of an otherwise responsible quotation and that would not effect a vendor's ability to perform the work adequately as specified.

Quotations shall be received before the time and date specified, at the location and to the person specified on the signature/pricing page. It is the sole responsibility of the vendor to ensure that the Quotation is received at or before the specified time. Postmarks and facsimiles are not acceptable. Quotations received after the deadline shall be rejected and returned unopened.

All quotations must be submitted in a sealed envelope bearing on the outside, prominently displayed in the lower left corner of the envelope, the vendor's name and address, the name of the project manager, and Bicycle Protection Program.

## QUOTATION FORMAT AND CONTENT

Any page of the vendor's response package that is deemed to be proprietary information or a trade secret by the vendor shall be clearly marked "CONFIDENTIAL INFORMATION" at the top of the page in at least one-half inch (1/2") size letters.

To be considered "responsive," submitted Quotations must adhere to the following guidelines:

- Complete signature/pricing page. Quotation signatures must be manual and in ink. All prices and notations must be typed or written in ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by the person signing the quotation.

- Quotations shall be prepared on 8-1/2" x 11" paper and bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets and other pertinent information or work product examples may be included as Appendices.
- Indicate the name and title of the vendor's primary contact person. Also, include their mailing address, telephone number and fax number, along with their Email addresses.
- Complete documentation of materials listed in selection criteria.
- A copy of any agreement proposed by the vendor(s) as part of their response to this solicitation must be submitted along with their quotation. These agreements will be considered as part of the quotation package prior to an award selection being made. The inclusion of a proposed agreement does not guarantee acceptance of that agreement by the agency. Therefore, vendor's quotation should specify what, if any, terms of their quotation would be different if the Agency does not accept the proposed agreement, in whole or in part.

## **QUOTATIONS STANDARD INSTRUCTIONS AND CONDITONS**

Propose on each item separately. Prices shall be quoted in units specified. If total extended price differs from unit price, the unit price shall prevail.

Brand names and numbers when cited are informational unless stipulated otherwise. Quotations for equal items will be considered, provided the quotation clearly describes the article offered and its proposed equal in quality, utility and/or performance. Quotations not indicating otherwise will be considered to be for the exact item specified. Approval of equal items is at the sole discretion of the Transportation Agency. To assure that an item is approved or rejected as equal prior to the bid date, requests must be received by the date indicated in the selection schedule.

Delivery time shall be a part of the consideration of quotation submissions.

**ACCEPTANCE TIME:** Quotations are subject to acceptance at any time within 90 days after opening.

**TAXES:** Please include sales or use tax in quotation responses.

**CAL-OSHA:** The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

**HAZARDOUS MATERIALS:** Transportation of any hazardous materials to the Transportation Agency and the specified locations must be done so in conformance with SARA Title 3 as amended. Appropriate documentation must be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials shipped to the Transportation Agency and the specified locations. The shipper understands that the Transportation Agency and the locations receiving the bicycle racks and lockers shall not accept any shipment of hazardous materials without complete documentation and safety information as required by law. The Transportation Agency shall not take responsibility for the accidental or purposeful discharge or release of any

hazardous material. The Transportation Agency does not take the responsibility for the improper packaging and/or transportation of any hazardous materials ordered by the Agency while in transit or storage prior to delivery and acceptance by the Agency. The vendor is required to comply with all federal, state and local laws and regulations.

**WARRANTY:** After the award, the vendor shall promptly remedy all defects without cost to the Transportation Agency that may appear within this period.

Any discount offered by the vendor(s) must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case, in the evaluation of quotations, will a discount be considered that requires payment in less than 30 days from when the bid is received.

## **AGREEMENT TO TERMS AND CONDITONS**

Vendor(s) selected through the solicitation process may be expected to execute a formal agreement with the Transportation Agency for the provision of the requested service. Submission of a signed quotation and the signature/pricing page will be interpreted to mean vendor has agreed to all the terms and conditions set forth in the pages of this request. The Transportation Agency may consider including language from the vendor's proposed agreement if submitted following the procedures identified in quotation format and content.

Agreement with vendor will include the following provisions:

## **RIGHTS AND REMEDIES OF THE AGENCY FOR DEFAULT**

In the case of default by the vendor, the Transportation Agency may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the vendor or by proceeding against any performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the Transportation Agency shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of the vendor.

## **INDEMNIFICATION**

Vendor shall indemnify, defend, and hold harmless the Transportation Agency for Monterey County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the vendor's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the Transportation Agency. "Vendor's performance" includes vendor's action or inaction and the action or inaction of vendor's officers, employees, agents and subcontractors.

## **INSURANCE**

Insurance Coverage Requirements: Without limiting vendor's duty to indemnify, vendor shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Vendors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- Workers' Compensation Insurance, if vendor employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Other Insurance Requirements: All insurance required by this Agreement shall be with a company acceptable to the Transportation Agency and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date vendor completes its performance of services under this Agreement.

Each liability policy shall provide that the Transportation Agency shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Vendor and Additional Insureds with respect to claims arising from each sub-vendor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each sub-vendor showing each sub-vendor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the Transportation Agency for Monterey County, its officers, agents, and employees as additional insureds with respect to liability arising out of the vendor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the Transportation Agency and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the vendor's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11 85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the Transportation Agency, vendor shall file certificates of insurance with the Transportation Agency, showing that the vendor has in effect the insurance required by this Agreement. The vendor shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

Vendor shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Transportation Agency, annual certificates. If the certificate is not received by the expiration date, Transportation Agency shall notify vendor and vendor shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by vendor to maintain such insurance is a default of this Agreement, which entitles the Transportation Agency, at its sole discretion, to terminate this Agreement immediately.

## **INVOICES**

Vendor shall reference the project name-“Bicycle Protection Program” on all invoices submitted to the Transportation Agency. Vendor shall submit such invoice at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by vendor for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The Transportation Agency shall certify the invoice, either in the requested amount or in such other amount as the Transportation Agency approves in conformity with this agreement. The Transportation Agency shall pay the amount certified within 30 days of receiving the invoice.

## **RIGHTS TO PERTINENT MATERIALS**

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the vendor that are submitted as part of the submittal will become the property of the Transportation Agency when received by the Transportation Agency and may be considered public information under applicable law. Any proprietary information or trade secret in the submittal must be identified as such and marked “CONFIDENTIAL”. The Transportation Agency will not disclose proprietary information to the public, unless required by law; however, the Transportation Agency cannot guarantee that such information will be held confidential.

## **CONTRACT AUDITS**

Vendor agrees that Transportation Agency or its designee will have the right to review, obtain and copy all records pertaining to performance of the contract. Vendor agrees to provide Transportation Agency or its designee with any relevant information requested, and shall permit the Transportation Agency or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under

investigation for the purpose of determining compliance with this requirement. Vendor further agrees to maintain such records for a period of five (5) years after final payment under the contract.

### **NON-DISCRIMINATION**

During the performance of this contract, the vendor shall not unlawfully 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, age (over 40), sex, or sexual orientation. The vendor(s) shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. The vendor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).

The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

The successful vendor(s) shall include the non-discrimination and compliance provisions of the clause in all Agreements with sub-vendors to perform work under the contract.

### **INDEPENDENT CONTRACTOR**

The vendor shall be an independent contractor and shall not be an employee of Transportation Agency, nor immediate family of an employee of the Agency. Vendor shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. Vendor shall not be entitled to any employee benefits. The vendor shall control the manner and means of accomplishing the result contracted for herein.

### **CONFLICT OF INTEREST**

The vendor covenants that the vendor, its responsible officers, and its employees having major responsibilities for the performance of work under the Agreement, presently have no interest and during the term of the Agreement will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of the vendor's services under the Agreement.

### **LIQUIDATED DAMAGES**

Failure to complete the work within the time and in the manner provided for by the Contract documents shall subject the Contractor to liquidated damages.

The actual occurrence of damages and the actual amount of the damages which the Transportation Agency for Monterey County would suffer if the work were not completed within

the specified time set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Transportation Agency would suffer in the event of delay include loss of the use of the project, disruption of public activities, costs of administration, inspection, supervision and the loss suffered by the public within the County by reason of the delay in the deliveries of the project. Accordingly, the parties agree that the amount herein set forth shall be presumed to be the amount of damages sustained by the failure of the Contractor to complete the project within the time specified.

The amount of liquidated damages to be paid by the Contractor to the Transportation Agency for failure to complete the work specified will be 5% of total contract price for each calendar day by which completion of the project is delayed beyond the completion date, such amount being the actual cash value agreed upon as the loss to the Transportation Agency resulting from the Contractor's default.

### **EXTENSION OF TIME**

Contractor shall not be charged liquidated damages because of any delays in completion of work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to: acts of God, or of public enemy, acts of Government, act of the Transportation Agency or anyone employed by him or acts of another contractor in performance of a contract embargoes, and unusually severe weather or delays of subcontractors due to such causes. Contractor shall within ten(10) days of beginning of any such delay (unless the Transportation Agency grants a further period of time prior to date of final settlement of the contract) notify the Transportation Agency in writing of causes of delay; thereupon the Transportation Agency shall ascertain the facts and extent of delay and grant extension of time for completing work when, in his judgment, the findings of fact justify such as extension. The Transportation Agency's findings of fact thereon shall be final and conclusive on parties hereto. In case of a continuing cause of delay, only one claim is necessary.

## SIGNATURE/PRICING PAGE

Manufacturers shall list their unit price and extended price for bicycle racks and lockers listed in the table below. Total price will be for furnishing of all labor, materials and equipment necessary to furnish bicycle racks and lockers at five (5) locations in Monterey County. The signature/pricing page shall be included with submittal in order to validate quotation. **Quotations submitted without this page will be deemed non-responsive.** Quotations are due in the Transportation Agency for Monterey County by **3:00p.m, PST, January 19, 2012.**

Item	Quantity	Description	Unit Price	Extended Price
1	12 Single Inverted U racks	Deliver items to two locations		
2	2 Rail Mounted Inverted U racks	Deliver items to one location		
3	1 Vertical Rack	Deliver item to one location		
4	30 Park a Bike Varsity Rack	Deliver items to one location		
5	10 Single Bicycle Lockers	Deliver items to one location		
6	2 Double Bicycle Lockers	Deliver items to one location		
<b>Total</b>				

Sales Tax at 7.5%: \$ \_\_\_\_\_

**TOTAL PRICE:** \$ \_\_\_\_\_

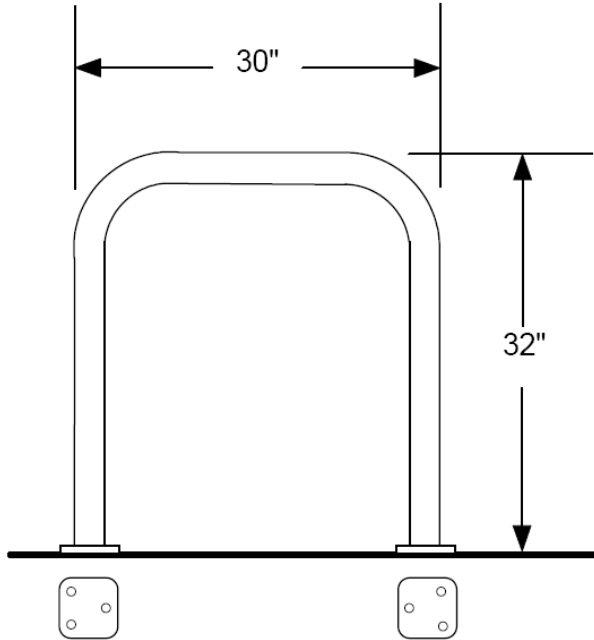
<b>Signature of Authorizing Official:</b>	
Name of Bidding Company	
Address	
Phone Number	
Fax Number	
Email	
License Number and Type (if applicable)	

**By signing below you acknowledge and agree to furnish the articles, and comply with all the terms and conditions (including all applicable insurance requirements) listed in this Request for Quotations.**

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	

# ATTACHMENT 1 BICYCLE RACK STYLES AND SPECIFICATIONS

Single Inverted U Racks:



## Surface Mounted Single Inverted U

Height: 32"

Width: 30"

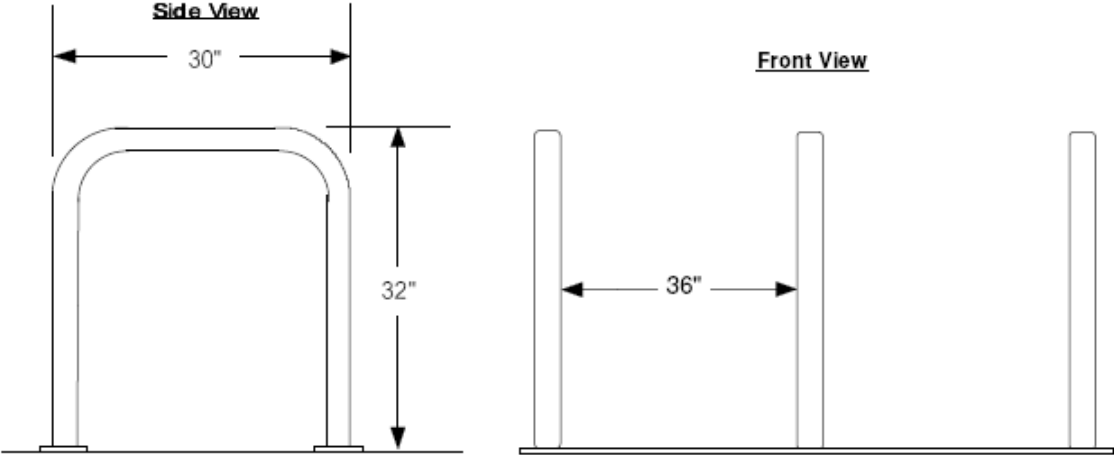
Flanges: 5" x 6" x 3/8"

Mounting Holes: (6) 9/16" dia.

Square Tube: 2" x 2" x .188" wall

Finish: Hot-dipped Galvanized

Rail Mounted Inverted U Racks:



**Top Views**

