



**INVITATION FOR BID
IFB # 12-11
for
VEHICLE ENTRANCE GATE**

The schedule for this project is as follows: Pacific Daylight Time (PDT)

Issue of the IFB	March 12, 2012
Proposer Questions/Clarifications due	March 23, 2012
MST responds to Questions/Clarifications	March 26, 2012
Proposals due	March 29, 2012 by 2:30 pm
IFB Opening	March 29, 2012 at 2:31 pm
Notice of Award	April 9, 2012

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SECTION 1

SCOPE OF WORK

FOR PROCUREMENT OF VEHICLE ENTRANCE GATE

Monterey-Salinas Transit (MST) is requesting bids from companies interested in providing, delivering and installing a post driven, electrically operated, fast acting bi-fold gate. The qualified contractor will produce one fully functioning vehicle entrance gate at MST's Wright Division, located at 443 Victor Way, Salinas CA. 93907, which shall be acceptable to MST and shall satisfy the parameters outlined in Section 1.

SECTION 13800 ELECTRONIC SECURITY GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 WORK REQUIRED BY CONTRACT DOCUMENTS:

- A. Provide all labor, materials, equipment, tools, transportation, insurance, and service for a complete operational vehicle and personnel gate entry system addition to the existing security systems.
- B. Related Sections:
 - 1. Section 13810 – Gate Access Control System
 - 2. Section 13815 – Gate Specification
 - 3. Section 13850 – Intercommunications
 - 4. Security Drawings
- C. Provide all required parts and wiring, testing, and any other requirement as specified herein.

1.02 SECURITY-RELATED DEFINITIONS:

- A. Owner: Monterey Salinas Transit (MST) shall be referred to throughout this document as the Owner (including direct employees and other appointed Owner agents, such as architects and engineers. These agents may be requested by the Owner to represent the Owner in undertaking certain project tasks)
- B. Basis-of-Design Product: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, it is intended to establish required performance of the product.

- C. Best Practice: Methods or procedures as demonstrated by other like companies for which the application of professionalism, knowledge, expertise, and experience derived from such procedures has produced the highest quality in workmanship, appearance, and functionality for an enduring, trouble-free product.
- D. Contractor: Individual or company contracted to provide the system(s) as described in these specifications.
- E. Project Record Drawings: Drawings that completely record and document all aspects and features of the project (also known as “as-built” drawings)
- F. Operation and Maintenance (O & M) manuals: A complete collection of all installation, programming, operations, maintenance manuals, and worksheets relating to the equipment provided as part of the project
- G. Subcontractor: A person or entity that has a direct contract with the Contractor to perform any work at the site
- H. Construction Aids: Facilities and equipment required by personnel to assist in the execution of the work (construction aids include, but are not limited to: scaffolds, staging, ladders, platforms, hoists, cranes, lifts, trenchers, core drillers, and protective equipment)

1.01 ABBREVIATIONS:

- A. The following abbreviations may be used in the 138xx series of specifications:
 - 1. ABS - Acrylic Butyl-nitrile Styrene
 - 2. AC - Alternating Current
 - 3. ADC - Access Door Controller (Card Access)
 - 4. AMP - Amperage
 - 5. ANSI - American National Standards Institute
 - 6. AHJ - Authority Having Jurisdiction
 - 7. ASTM - American Society of Tool Manufacturers
 - 8. AWG - American Wire Gauge
 - 9. Bps - Bits Per Second
 - 10. C - Wire Conductor
 - 11. CR - Card Reader
 - 12. DC - Direct Current
 - 13. DNS - Domain Name System
 - 14. DPDT - Double Pole Double Throw
 - 15. EIA - Electronic Industries Association
 - 16. ELH - Electrified Locking Hardware
 - 17. ES - Electric Strike
 - 18. FM - Frequency Modulated
 - 19. FSB - Front Side Bus
 - 20. ICS - Intercom Call Station

- 21. IMC - Intermediate Steel Conduit
- 22. IP - Internet Protocol
- 23. J-Box - Junction Box
- 24. LAN - Local Area Network
- 25. LCD - Liquid Crystal Display
- 26. LED - Light Emitting Diode
- 27. MC - Magnetic Door Contact
- 28. MD - Motion Detector
- 29. NEC - National Electrical Code
- 30. NEMA - National Electrical Manufacturers Association
- 31. OD - Outer Diameter
- 32. PIR - Passive Infrared Detector
- 33. P-REX – Hands-free Passive Infrared Exit Detector
- 34. PS - Power Supply
- 35. PoE - Power over Ethernet
- 36. PVC - Polyvinyl chloride
- 37. RAM - Random Access Memory
- 38. RDBMS -Relational Database Management System
- 39. REX - Request-to-Exit Switch to disarm door alarm upon exit.
- 40. SAS - Serial Attached SCSI
- 41. SCSI -Small Computer Systems Interface
- 42. SEP - Security Equipment Panels
- 43. SPDT -Single Pole Double Throw
- 44. SQL - Structural Query Language
- 45. SS - Security System
- 46. TIA - Telecommunications Industries Association
- 47. TS - Tamper Switch
- 48. TSP - Twisted Shielded Pair of Wire
- 49. UL - Underwriters Laboratories
- 50. UPS - Uninterruptible Power Supply
- 51. UTP - Unshielded Twisted Pair wire
- 52. VAC - Volts Alternating Current
- 53. VDC - Volts Direct Current
- 54. WAN -Wide Area Network

1.02 FURNISHED AND INSTALLED BY OTHERS:

- A. All raceways for the new vehicle and personnel gate entry system.

1.03 DRAWINGS AND SPECIFICATIONS:

- A. The written Technical Specifications and Security Drawings comprise the new vehicle and personnel gate entry system specifications as desired by the Owner.
- B. Statements made in the Technical Specifications and not reflected on the Security Drawings, or conditions shown on the drawings and not stated in the

specifications shall, in effect, be considered to be shown or stated in both. In the case of conflicting information between drawings and specifications, The Contractor shall notify the Owner in writing of all conflicts and request clarification prior to the purchase or installation of any equipment the Owner's representative shall provide clarification in writing.

- C. The Security Drawings are accurate as to available information as of the release date; however, due to the possibility of changing site or architectural conditions, The Contractor shall identify those exceptions and changes that may affect the bid response. If no exceptions or changes are presented, The Contractor shall become responsible for any changes to the work required as a consequence of such pre-existing conditions.
- D. The drawings and specifications are for the assistance and guidance of The Contractor; exact locations, distances, elevations, etc., shall be governed by actual field conditions and the Contractor shall identify to the Owner any site conditions that may prevent a fully working trouble free system.

1.04 REFERENCES AND REGULATORY REQUIREMENTS:

- A. All work shall conform to the latest edition (as to the date of these specifications) of all building, fire, and electrical codes and ordinances applicable to the project, such as:
 - 1. NFPA 70 - National Electric Code
 - 2. NFPA 101 – Life Safety Code
 - 3. California Building Code – 2007 and
 - 4. The California Building and Electrical Code, Title 24
 - 5. American with Disabilities Act (ADA) – Public Law 101.336
 - 6. TIA/EIA 568 Commercial Building Telecommunications Cabling Standard
 - 7. UL 294 - Access Control Systems
 - 8. UL 1076 - Proprietary Burglar Alarm Units and Systems
 - 9. Any other Code referenced herein
- B. Compliance with code shall be mandatory.
- C. Work not conforming to the above-referenced codes shall not be allowed under these drawings and specifications.
- D. In case of conflict between the drawings/specifications and codes, the codes shall govern. (Notify Owner's Project Manager of any such conflicts.)
- E. The materials, wiring, and equipment shall be provided and installed in accordance with the best practices of the electrical and security industry.

1.05 COORDINATION WITH OTHERS:

- A. It shall be the responsibility of the Contractor to coordinate the following:
 - 1. Owner:
 - a. All required 120-volt AC wiring and connections for power panels and/or terminal strips in electrical panels, cabinets, enclosures or consoles.
 - b. Conduit – All locations where conduit is required, assist in developing a conduit plan as needed
 - c. Junction Boxes – identify locations where required
 - d. All required raceway systems in the buildings and below grade for the Electronic Security System.
 - e. Paving and flat concrete.

1.06 SUBMITTALS:

- A. Preliminary Submittals:
 - 1. Prior to purchasing any equipment, the Contractor shall submit, for acceptance by the Owner's Representative, the following:
 - a. A material list with names of manufacturers, model numbers, and technical information on all equipment proposed for installation
 - b. Catalog cut-sheets of the equipment to be installed
 - c. A preliminary schedule based on installation events
 - d. Shop Drawings to include in addition to provided security drawing information
 - 1) Cabinet equipment layouts
 - 2) Point wiring schedules or point to point wiring diagrams, indicating the cable and wire color landing on a specific point.
- B. Project Record Drawings:
 - 1. The purpose of Project Record Drawings is to provide factual information regarding all aspects of the project and to enable and support future service, modifications, and additions to the SS.
 - 2. The Project Record Drawings are an important element of this project. The Contractor shall accurately maintain the Project Record Drawings throughout the course of this project.
 - 3. One (1) set of Security Drawings on electronic media and/or reproducible media may be requested in writing from TDA for Contractor use in developing submittals and Project Record Drawings. TDA will provide all drawings in AutoCAD® 2007 format unless another format is specifically requested. Additional sets may be obtained from TDA for a nominal fee.
 - 4. An individual skilled in standard drawing practices shall produce the final set of Project Record Drawings.

5. One (1) week before the scheduled test and final acceptance of the work, the Contractor shall deliver one (1) complete set of Project Record Drawings (on Bond) and AutoCAD® drawing files in “DWG” or in “DXF” format on a CD-RW.
6. The Project Record Drawings shall, at a minimum, include the following:
 - a. Site/Floor plan drawings indicating wire routing (wire routing shall be delineated in straight-line runs and be tagged with cable identification and terminal strip numbers to coincide with the installation)
 - b. Site/Floor plan drawings indicating device locations to include any existing equipment, wiring, conduits, and raceways that were reused in this project with device legends
 - c. Functional one-line diagrams for each subsystem
 - d. Typical point-to-point wiring diagrams with wire color for each piece/group of equipment within the system
 - e. Layout details for each riser location - including security panels, PSs, J-Boxes, conduit, and any other security-related equipment located in the riser

C. System Documentation:

1. The System Documentation shall be compiled into a binder, or set of binders, with easy identification as to its contents. Each binder shall be organized into tabbed sections. There shall be a master index identifying the contents of each binder and section.
2. The Contractor shall also deliver (along with the Project Record Drawings) the System Documentation Manuals to the Owner, including the individual factory-issued manuals containing all technical information on each piece of equipment installed.

1.07 QUALITY ASSURANCE:

A. General:

1. The equipment herein specified shall be Contractor-supplied, interconnected, installed, and tested, utilizing qualified and capable manufacturer-certified technicians.
2. All incidental work (including but not limited to cutting and patching, locking hardware installation, painting, and carpentry) shall be accomplished by skilled craftspeople regularly engaged in such work. All such work shall comply with the highest standards applicable to that respective industry or craft.
3. All 120VAC-power wiring and connections shall be performed by a qualified Journeyman Wireman licensed to perform such work at the project location.

B. Contractor Qualifications:

1. Maintain the appropriate Contractor's and other licenses required to perform the type of work stipulated by this specification in the state and community in which the project is located.
2. Be a certified automated gate installer of the specified equipment, with proven experience in comparable installations of this size, type, and scope within the last five (5) years. (A list of those installations, including contact name and phone numbers, shall be submitted to the Owner upon request.)
3. Employ factory-trained personnel in the installation, operation, and maintenance of the subsystems. At least one (1) member of the installation team shall have a minimum of one (1) years' experience in the installation, operation, and maintenance of the Access Control System to be provided.
4. Provide qualified electronic technicians (as described above) to hook up, program, and test final termination (journeyman electrical workers may be used to install conduit, raceways, and wiring). All such work shall be supervised by the Contractor's Project Manager.
5. Provide twenty-four- (24-) hour support services from an existing operations center within one hundred (100) driving miles of the Owner's Facility.
6. Provide emergency service within four (4) hours of notification.
7. Provide factory-trained service personnel who are dedicated to the Owner's account. Any changes in personnel shall be approved by the Owner prior to any new service technician's work on the account. (All costs for assigned service technicians shall be included in the contract price.)
8. Have the capability to perform system testing and provide instruction on the use and operation of all elements of the subsystems and their interconnections.
9. Provide qualified instructors to conduct factory system training.
10. Maintain an inventory of spare parts and other items critical to the system operation (and, as necessary, to meet emergency service requirements of this project) within the local service center to allow for minimal downtime of critical elements of the Owner's SS.
11. Provide local in-house engineering and project management capabilities consistent with the requirements of this project.
12. Provide a full-time Project Manager who shall be present while the work is actively in progress, and who shall be the same individual throughout the course of the project. This Project Manager shall be responsible for system programming, preparation of Operation and Maintenance Manuals, training programs and schedules, test protocols, documentation of system testing, maintenance of Record Drawings, and coordination and scheduling of all subcontract labor. (the Owner reserves the right to approve The Contractor's Project Manager.)

13. In the event The Contractor becomes unable to complete the work in accordance with the contract documents, or to the satisfaction of the Owner, due to a lack of understanding of equipment, systems or services required by the contract documents, it shall be the responsibility of The Contractor to retain the services of the applicable manufacturers' representatives or other qualified contractor to expeditiously complete the work in accordance with the construction schedule (with no additional cost to the Owner).

C. Product:

1. All components provided for the SS shall be of standard manufacture to ensure continuous availability of parts and trained technical support.
2. Where "or approved equivalent" is indicated, The Contractor may submit to the Owner a proposal to substitute manufacturers and models that may be more cost-effective or readily available than that specified and still meet the performance, appearance, and cost requirements of the specified equipment. All substitutions shall meet or exceed the minimum functional and technical specifications. A request for substitution shall be submitted as follows:
 - a. In writing
 - b. Be received by the Owner at least five (5) days prior to bid opening
 - c. Clearly identify product and model number of proposed substitution
 - d. Include sufficient data to allow the Owner to evaluate suitability of proposed product
 - e. Include acknowledgement that The Contractor assumes responsibility for capacity, dimensions, performance, etc.
3. Where "no approved equivalent" is indicated, it has been determined that there is no other product that meets the performance, appearance, and cost requirements of the selected product within the specified design, or the Owner has unequivocally requested the specified product.
4. The Contractor shall perform a complete system test and resolve any system deficiencies prior to the Final Acceptance Test by the Owner or Owner's Representative. This test shall be performed at the operational location and under normal operational environmental conditions. All test and report costs shall be included in the contract price. A checkout report shall be prepared by the technician and submitted in triplicate to the Owner one (1) week prior to the date of the scheduled Final Acceptance Test and acceptance of work. The report shall include but not be limited to:
 - a. A complete list of equipment installed and wired
 - b. Indication that all equipment is properly installed and operates in conformance with these Specifications
 - c. Tests of individual units, as applicable
 - d. Technician's name and date

1.08 PROJECT/SITE USE AND CONDITIONS:

- A. The Contractor shall become familiar with all aspects of the project.
- B. Construction Aids:
 - 1. The Contractor shall provide all construction aids required in the execution of the work. Construction aids that are the property of the Owner or other contractors shall not be used without permission.
 - 2. Storage of construction aids shall be coordinated with the Owner's on-site representative.
- C. Safety:
 - 1. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
 - 2. The Contractor shall comply with all local, state, and federal regulations and laws for the safety of the workplace.
- D. Clean-up:
 - 1. At the completion of the system installation, The Contractor shall restore, to its former condition, all aspects of the project site.
 - 2. On a daily basis, The Contractor shall remove all waste and excess materials, rubbish debris, tools and equipment resulting from or used in the services provided under this contract.

1.09 PROJECT MEETINGS AND INSPECTIONS:

- 1. There shall be an initial coordination and kick-off meeting with the Owner.
- 2. Ongoing inspections by the Owner shall be performed during construction of the project:
 - a. The following shall be examined for compliance with design documentation:
 - 1) suitability of specific cable types for given uses
 - 2) adherence to manufacturers' installation guidelines
 - 3) avoidance of excessive cable bends
 - 4) avoidance of EMI sources for copper cabling
 - 5) cable fill correctness, support hanger installation
 - 6) sagging of suspended cable, MDF / IDF terminations
 - 7) proper equipment assembly.
 - b. Horizontal terminations shall be inspected:
 - 1) for jacket removal point
 - 2) termination positions
 - 3) all pair terminations tight with minimal pair distortions
 - 4) twists maintained up to index strip.

- c. The dressing of cabling must meet Owner's Information Technology Department's standards.
- 3. Any discrepancies shall be corrected at the Contractors expense.

1.10 WARRANTIES:

- A. The entire system, including parts and labor, shall be under warranty for a minimum period of one (1) year from the date of substantial completion of the project.
 - 1. The acceptance test and commissioning report shall annotate the warranty commencement date.
 - 2. This warranty shall supercede any contractor's standard warranty of a lesser period.
 - 3. The warranty shall include, to the original purchaser:
 - a. All products as herein specified, including software, shall be free of defects in material or workmanship at time of installation completion
 - b. Onsite labor to troubleshoot the installed SS components when problems occur within the system
 - c. Labor and materials to repair and/or replace installed equipment, software, and wiring found to be defective
 - 1) Warranty service shall be provided twenty-four (24) hours per day, seven (7) days a week, at no additional cost to the Owner
 - d. Software updates issued by the manufacturer to correct discovered defects within their software
 - e. Any manufacturer's warranties less than the one- (1-) year period herein specified shall be extended to the one- (1-) year minimum period
 - f. Any manufacturer's warranties that extend beyond the one- (1-) year period herein specified shall remain in effect until the expiration of that specific warranty
 - 4. The Contractor, as well as the licensor of any hardware, firmware, or application software product (and/or services provided for any part of the SS) shall warrant that the hardware, firmware, software and/or services provided:
 - a. Are designed to be used during and after the current calendar year (as shown on this specification)
 - b. Shall continue to function fully during and after the current calendar year (including leap year calculations) without interruption
 - c. (If applicable) Shall have full capability to accurately and unambiguously process, display, compare, calculate, manipulate, and otherwise utilize date information
 - d. Shall operate during each time period without error or interruption of date data, specifically including any error relating to or the product of date data representing or referencing different or multiple centuries
 - 5. Not included under this warranty:

- a. Product(s) provided and installed by others, that are part of the security system
- b. Existing product(s) installed prior to this project, of which this project may be an expansion
- c. Labor to troubleshoot product(s) identified in paragraphs 1.10.A.5.a & b above:
 - 1) If a system malfunction is reported wherein The Contractor is called to troubleshoot, and the problem is discovered to be in product not provided under The Contractor's scope of work in this project, The Contractor may charge the Owner the technician's prevailing or pre-established labor rates
 - 2) As soon as it is discovered that a reported malfunction is caused by a product not provided as part of The Contractor's scope of work in this project, the technician shall notify the Owner of the findings, costs (if any) incurred up to that point, and recommendations to correct the malfunction and associated costs
- d. Labor to perform the scheduled maintenance

B. System Stability Period:

- 1. The purpose of the System Stability (SS) Period is to insure continued system operation as per these specifications, manufacturer's published specifications and features, and written additions or deletions to these specifications that have been agreed upon, without problems by:
 - a. Monitoring system operation and malfunctions, if any
 - b. Performing any small system adjustment of changes that may be required
 - c. Identifying recurring SS problems that may be related to, but not limited to, a product design defect, system defect, wiring defect, or installation defect
 - d. Maintaining a log of all system problems reported during the stability period
- 2. The first ninety (90) days of the warranty period shall be considered a system stability period, which may be extended until all malfunction(s) have been resolved to the satisfaction of the Owner.
- 3. Should a problem occur within the SS, The Contractor shall readjust, repair or replace the defective components in an appropriate fashion (as described in paragraphs 1.10.C below), under the scope of this warranty.
- 4. After a problem has been corrected, the stability period may be extended by another thirty (30) days to determine any recurrence of the same type of problem.
- 5. After the first six (6) months of the warranty period, if the system is still being monitored in an "extended stability period", a review of the system problems shall be conducted with the Owner, with recommendations on how the problems may be resolved.
- 6. If the requirements provided in the paragraph above are not completed within the one-

7. (1-) year warranty period, the Contractor shall replace the faulty system component(s) or another version (or earlier version) of software which meets the specifications and repeat the process until a ninety- (90-) day period without problems can be achieved.

C. Service Call Response Requirements:

1. Upon notification by the Owner of a malfunction within the system, The Contractor shall provide a qualified repair technician onsite within four (4) hours of such notification.
2. The Contractor shall provide the Owner with a twenty-four- (24-) hour telephone number (including weekends and holidays) for the purpose of such notification.
3. Major subsystem elements, and their subcomponents found to be faulty, shall be repaired or replaced within three (3) consecutive days.
4. The Contractor's technician shall provide the onsite Owner's Representative with a verbal status report at the time service is rendered.
5. In addition, the technician shall provide a brief written report describing the problem, what work was completed, what work (if any) needs to be completed, and the date the technician will be returning to complete the project.
6. The Contractor shall provide a written closeout report indicating the cause of the malfunction, corrective action taken, and system status at the completion of the repair work, to the Owner within three (3) working days after completion of the repair.

SECTION 13810 GATE ACCESS CONTROL SYSTEMS

PART 2 - GENERAL

2.01 SUMMARY:

- A. This section includes an addition to the Access Control System to provide control of the perimeter vehicle gates, including the following:
 - 1. Passive vehicle tags
 - 2. Long-range passive tag reader
 - 3. Card Readers
 - 4. Door Controller
 - 5. Installation of equipment
 - 6. All related wire, cable, fittings, adapters, key-operated enclosures, and necessary System configuration and programming
- B. Related Sections and Drawings:
 - 1. Section 13800 – Electronic Security General Requirements
 - 2. Security Drawings

2.02 RELATED WORK COMPLETED BY OTHERS

- A. Conduit and junction boxes
- B. Electrical infrastructure

2.03 SYSTEM REQUIREMENTS:

- A. GENERAL:
 - 1. Provide vehicle gate control as an extension of the existing access control system that shall open the gates when an authorized card is presented to a card reader at the locations indicated on the security drawings.
 - 2. The card readers that have the following features:
 - a. An authorized access card (20 inch range) with a unique ID number and system code, which shall:
 - 1) Grant access only by an authorized card when the system code and ID number on the card is found in the ACP memory and it is authorized for that CR location for the current time period, which shall cause the ELH to unlock or the vehicle gate to open
 - 2) Not grant access if the card is not authorized
 - 3) Record all card activity on the existing server for report generation
 - b. In addition a long range passive tag reader (over 20 foot range) shall be provided to read active tag attached to each of the 200 or more

buses that will open the main bus entry gate when the tag passes through the reception envelope.

B. HARDWARE REQUIREMENTS:

1. Passive Vehicle Tag (qty 300)
 - a. The Owner shall affix the tags to the bus windshield on the passenger side.
 - b. Windshield Tag Construction: Specialized RFID inlay encapsulated between .002" thick white polyester; approximately .024" total product thickness
 - c. Frequency Range: 860-960 MHz
 - d. Windshield Tag Size: 4 inch x 1 inch
 - e. Windshield Tag Standard Adhesive: .002" thick low surface energy, pressure-sensitive adhesive (MC71FL)
 - f. Read Range Test: Tag has a read range of 18 ft using portal reader at 24 dbm (1/4 of maximum reader power) and has a read range of 21 ft using handheld reader at 30 dbm (full power)
 - g. Temperature Test: Tag performs in temperature range of -13°F to 175°F. Note: Tag performance is limited to performance range of inlay
 - h. Label Copy: The label copy may include block type, stylized type, logos or other designs. All copy, block type, stylized type, logos, designs, and bar code are subsurface printed. This unique process provides excellent resistance to solvents, caustics, acids and moderate abrasion
 - i. Label Adhesion Test: This rating measures label adhesion after being exposed to chemicals listed below for a 2 hour soak
 - j. Chemical emergence tests are rated on a scale of 100 to 0:
 - 1) 100 = No Effect
 - 2) 75 = Oozing Adhesive
 - 3) 50 = Label Slides Off
 - 4) 25 = Label Falls Off
 - 5) 0 = Label Destroyed
 - 6) Test Conditions Rating
 - a) Isopropyl Alcohol 100
 - b) Glass Cleaner 100
 - c) Pyroil Brake Fluid 25
 - d) Acetone 25
 - e) Water 100
 - f) Bath Soap 100
 - g) Acetone 25
 - h) Bath Soap 100
 - k. Tag is destroyed upon removal
2. Long Range Passive Tag Reader
 - a. Reading/Writing Range: 18 to 25 feet
 - b. Operating Frequency: 902MHz ~928MHz (860-960 MHz built-in)

- c. RF Protocol: ISO18000-6B, EPC Class 1, EPC Class 1 GEN 2
 - d. Operating Method FHSS or fixed frequency (set by software)
 - e. Antenna Ports: Internal 7dBi circular polarized antenna 7:10 H/V
 - f. Max RF Power: 30 dBm (1 Watt)
 - g. RF Power Range: 20~30 dBm, Software Adjustable
 - h. Tag ID Modes:
 - 1) Timed Mode – automatically reads at fixed time
 - 2) Trigger Mode - external trigger control to read
 - 3) Master/slave Mode – Under software control
 - i. Identity Tag Time: <8ms Identity single tag
 - j. Reading/Writing Tag Time:
 - 1) Reads every 8 bytes in less than 5ms
 - 2) Writes every 4 bytes in less than 25ms
 - k. Communication Interface: Wiegand
 - l. Input: One way trigger input for master/slave configuration
 - m. Power Supply: 8 to 16VDC
 - n. Power Consumption: ≤5W
 - o. Size: 10.19 X 10.19 X 3.74 inches
 - p. Work Temperature: -20 C° to + 70 C°
 - q. Work Status: Indication Audible Buzzer
 - r. Certifications: FCC Part 15, CE Mark
 - s. UV Resistant enclosure
 - t. Pole mounting hardware
3. Card Readers:
- a. Reading Distance: Up to 24 inches (varies with mounting or housing, voltage applied to reader, and credential type)
 - b. Excitation Frequency: Transmit and Receive – 125 kHz
 - c. Antenna Output: Omni-directional low-frequency RF field
 - d. Indicators (Control by Reader and Panel): LED – 3 colors, red-amber-green Beeper – piezo-electric, 4 kHz tone
 - e. Power Supply: +5 volts to max +12.0 volts DC, linear, regulated; current rating: 400 mA at 5 volts, 1 A at 12 volts
 - f. Communications Protocols: Wiegand electrical interface
 - g. Code Formats: HID compatible - 26, 32, 33, 34, 35, 36, 37 and 64 bits
 - h. Cable: Water resistant, 6 conductors (not twisted pairs), stranded, 18 gauge, color-coded, overall 100% shielded, plastic sheath, to 500 ft.
 - i. [Physical Characteristics](#)
 - 1) Dimensions: 8.0 x 8.0 x 1.0 inches
 - 2) Material: ABS 2-part enclosure, dark gray only. Epoxy resin potting on reader electronics
 - 3) Cable (Integrated with Reader): 10 conductors, 22 gauge, 18 inches long. Overall shielded, gray plastic sheath
 - 4) Mounting: Pedestal
 - j. [Environment](#)
 - 1) Operating Temperature: -31 to +150 F

- 2) Operating Humidity: 0% to 95%, non-condensing
- k. [Certification](#)
 - 1) ISO-9001:2000; FCC Part 15; IC; UL listed Four-door Controller shall:
- 4. Door Controller:
 - a. The Door Controller shall be compatible with and connect to a AMAG access control system
 - b. The controller shall support 4 access control readers.
 - c. The controller shall require Wiegand interface to communicate with the card and tag readers.
 - d. The controller shall be enclosed in a housing that shall accommodate the door controller, Weigand interfaces, power supply, and batteries
- 5. System Power:
 - a. The System shall operate from a power supply using standard 120VAC, 50/60-Hz power and supplying 12 VDC @ 3amps to the system.
 - b. The connection to the main building power supply shall be performed in accordance with the current Electrical Code..
 - c. This shall include connection to and provision of Uninterrupted Power Systems.
 - d. Provide UPS power to back-up the system servers for a minimum of thirty (30) minutes.
- 6. Pedestal Mount:
 - a. Reader housing
 - 1) Housings shall be Lexan Polycarbonate 103
 - 2) The housing shall utilize an Integrated Hinge Design
 - 3) The housing covers shall be easily removed and re-attached
 - 4) Size shall be 14.75 inches (H) x 14.09 inches (W) x 4.26 inches (D)
 - b. Gooseneck Pedestal
 - 1) Designed for Mounting Housings of all types and sizes
 - 2) Made of Heavy Gauge .0625" x 2" x 2" Powder Coated Steel Tubing
 - 3) Strong 1/16" x 4" x 4" Upper Back Mounting Flange Plate with 1/4" Slots
 - 4) Heavy-Duty Base Flange Anchor Plate of 1/8" x 5" x 5" with 1/2" Holes
 - 5) Black in color
 - 6) 42 inch Height
 - 7) Includes Integrated Base Bolt Cover Plate
 - 8) Individually Boxed – Minimizes In Transit Damage.

PART 3 - PRODUCTS

3.01 GENERAL:

- A. All products not provided by Owner shall be new and unused, and shall be of the manufacturer's current and standard production. Where two (2) or more equipment items of the same kind are provided, all shall be identical and provided by the same manufacturer
- B. All products shall be new and of manufacturer's current and standard production.
- C. Drawings and specifications indicate major system components and may not show every component, connector, module, or accessory that may be required to support the operation specified.
- D. The Contractor shall provide all components needed for complete and satisfactory operation, however, the following subsystem items to be provided for installation shall not be considered all-inclusive.

3.02 PRODUCT AVAILABILITY:

- A. Prior to submitting a proposal, product availability and delivery time shall be determined and such considerations shall be calculated in the proposed contract time.
- B. Certain specified products may only be available through factory-authorized dealers and distributors. The ability to procure the products specified shall be verified prior to submitting a proposal.

3.03 ACCESS CONTROL:

- A. Active Vehicle Tag
 - 1. TRES by RFID, Inc:
 - a. Tres model CS, RFID Tag
 - b. (Basis of Design Products)
 - 2. Or approved equivalent
- B. Long Range Active Tag Reader
 - 1. TRES by RFID, Inc:
 - a. Tres model RW, RFID Receiver
 - b. (Basis of Design Products)
 - 2. Or approved equivalent

C. Card Reader:

1. AWID:
 - a. MR-1824, Proximity Reader (pedestal mount)
 - b. (Basis of Design Products)
2. Or approved equivalent

D. Access Control System Manufacturers:

1. AMAG:
 - a. M2150-4DBC Four (4) door Controller
 - b. (3) WIM-4 module, Wiegand card/tag reader interface
 - c. MN-PSU-KIT; 7000-5283, 12VDC, 3.0 Amp power supply
 - d. Batteries
 - e. CAB3A, Enclosure
 - f. (Basis of Design Products)
2. No approved equivalent

E. Pedestal Mount:

1. The Housing Company:
 - a. THC - PCH196, Pedestal mounted housing
 - b. THC - PS042, Pedestal mount
 - c. (Basis of Design Products)
2. No approved equivalent

3.04 WIRE AND CABLE:

- A. All wire and cable required to install systems shall be provided as indicated on security drawings.
- B. Wire and cable shall be sized to provide minimum voltage drop and minimum resistance to the devices being supplied.
- C. All cables shall be specifically designed for their intended use (underground in conduit, water resistant).
- D. Color codes shall be consistent in cables used for the same purpose.
- E. All wire and cable shall comply with all applicable codes and ordinances.

PART 4 – EXECUTION:

4.01 EXAMINATION:

- A. Prior to installation of the access control specified in this document, the Contractor shall carefully inspect the site, and field-verify all dimensions of the

installed work of other trades, insuring that all such work is complete to the point where this installation may properly commence.

4.02 INSTALLATION PROCEDURES:

A. Preparation:

1. Order all required parts and equipment upon notification of award of the work or as per approved schedule.
2. Bench-test all equipment prior to delivery to the job site, per manufacturers' installation instructions.

B. Installation:

1. General:
 - a. Perform all work as indicated in the Drawings and Specifications.
 - b. Carefully follow the instructions in the manufacturers' Installation Manuals to insure all steps have been taken to provide a reliable, trouble-free, easy to operate system.
2. Wiring:
 - a. Wiring should follow Manhattan geometry (utilize ninety- [90-] degree angles)
 - 1) Forty-five- (45-) degree angles or haphazard angles will not be accepted
 - b. Provide and interconnect all wire/cable from peripheral equipment to the Door Controller panels
 - c. All cable shall be hidden as much as possible
 - d. Transposing or changing color coding of wires is prohibited
 - e. Wire or cable shall not obstruct equipment controls or indicators within the enclosures
 - f. Communications cable shall be kept away from power circuits
 - g. Wire and cable shall be protected from kinks
 - h. Wire and cable shall be inspected for faulty insulation prior to installation
3. Splicing:
 - a. Wiring splices shall be avoided to the extent possible.
 - b. Use of splice caps, or crimp-on splice devices shall not be acceptable.
4. Enclosures, J-Boxes, and Cabinets:
 - a. Processors, power supplies, and other related equipment shall be mounted at the SEP location on a fire-rated plywood backboard
 - b. Seismic bracing on appropriate equipment shall be installed where required
 - c. The front of the door controller panels shall be labeled with the name of the installing contractor, company address, service phone number, and the date that warranty expires

- d. A copy of panel wiring and associated as-built drawings shall be located in a pouch attached to the inside door of the door controller enclosure
- 5. Panel Wiring and Termination:
 - a. Connectors shall be installed as required by the equipment manufacturer
 - b. Conductors shall be carefully formed and neatly harnessed with tie-wraps spaced one (1) inch to two (2) inches apart so that each drops off directly opposite its terminal
 - c. Conductors shall be run parallel to the insides of the enclosure
 - d. Small wire duct (if space permits) may be used in lieu of tie-wrapping the conductors as long as there are no exposed multiple conductors greater than four (4) inches in length
 - e. Wire and cable shall be routed away from heat producing components such as resistors, regulators, etc.
 - f. Conductors shall be labeled, within four (4) inches from each end, with permanent marking labels, and shall be easily readable
 - g. A termination shall be made so that there is no bare conductor at the terminal
 - h. Conductor insulation shall bear against the terminal or connector shoulder
 - i. Spade lugs shall be used on the end of conductors attaching to screw-type terminals as much as practical with the wire securely fastened
 - j. Enclosure barrier-strips or connector terminals shall be numbered and coded. Controls, function switches, etc., shall be clearly labeled on all equipment panels
- 6. Grounding:
 - a. Appropriate grounding shall be provided as called out in the Specifications and Drawings or as specified by the manufacturer
 - b. Earth ground shall be connected to ground rod or approved cold water pipe
 - c. Electrical or telephone ground connections shall not be used as earth grounds
 - d. Connections to mounting posts or building structural steel shall not be used as earth grounds
- 7. Power To Security Equipment and Power Supplies:
 - a. All equipment from 120VAC circuits dedicated for security use shall be powered except as noted. All panel circuit breakers shall be marked "Security Equipment - Do Not Operate"
- 8. Protection of Finish:
 - a. Adequate means shall be taken to protect all finished parts, materials, and equipment against damage from any cause during the progress of the work and until acceptance by The Owner
 - b. Damaged material or equipment shall be replaced or refinished at no expense to The Owner

9. System Setup:
 - a. Provide all initial system programming and setup including, but not limited to the following:
 - 1) System network programming
 - 2) Levels of access to the facility for system users
 - 3) Central station communicator programming
 - 4) System input and output points (priorities, test, descriptors, alarm messages, and camera and map call up with identification)
 - 5) All CR functions and needs
 - 6) All security system functions and needs

4.03 SYSTEM PROGRAMMING ASSISTANCE:

A. Programming:

1. The Contractor shall initially assist The Owner in configuring the installed devices into the existing security system in accordance with the design shown on the drawings and amendments unless otherwise directed by The Owner.
2. Develop and install all building maps with icons and macros.

4.04 SYSTEM TRAINING:

- A. System training will not be required.

4.05 ACCEPTANCE TESTING AND COMMISSIONING PROCEDURE:

A. General:

1. It shall be the responsibility of The Contractor to demonstrate to The Owner that the Access Control System is complete and functional as per these specifications.
2. The acceptance testing and commissioning procedure shall be a complete (as is feasibly possible) inspection/test of all security system components and functions.
3. Upon the completion of the test and having met all project requirements The Contractor may obtain project sign-off from the Owner on a contractor-provided form.

B. Prior to system test and commissioning:

1. The Contractor shall complete all specification requirements to include, but not be limited to:
 - a. system installation, as specified, including all change bulletins
 - b. initial programming
 - c. initial tests
 - d. as-built drawings
 - e. system documentation

2. Copies of the Project Record Drawings and copies of the system documentation shall be submitted one (1) week prior to the scheduled acceptance test to Owner Security Services.
3. It shall be the responsibility of The Contractor to request the scheduling of the acceptance testing through the established project channels.

C. Test Procedure:

1. To successfully demonstrate the system operation, The Contractor shall consider the following prior to the start of the test:
 - a. ensure someone is available to monitor and verify receipt, at the system workstation, of system activities, i.e., card reads, etc.
 2. The Contractor shall demonstrate the following in the order listed:
 - a. Consistent gate operation when a bus with a tag gets within 40-44 feet of the gate
 - b. Consistent gate operation when a valid card is presented to the vehicle card reader
 - c. verify with head-end receipt of all produced signals
- D. Any deficiencies identified during the inspection shall be noted and listed; however, the progress of the inspection shall not be halted to correct the deficiencies.
- E. At the conclusion of the Acceptance Test there shall be a review of any system discrepancies.
- F. If all work is found to be acceptable and in compliance with the project drawings specifications and bulletins, The Contractor may present a project completion and acceptance form to The Owner for The Owner's signature, after which the warranty period begins.
- G. If any discrepancies or failures of tested items occur that require rescheduling the test at a later date, The Contractor shall be charged for the reassembly of all persons involved in the acceptance test procedure.

4.06 CLEANUP:

- A. The Contractor shall remove any surplus and waste materials from the site resulting from his/her operation upon completion of work each day, and shall leave involved work areas in neat, clean, and acceptable condition.
- B. The Contractors shall clean all parts of the material and equipment they install. Exposed surfaces shall be free of cement, plaster, and other materials, and all oil and grease spots shall be removed with a non-flammable cleaning solvent.

END OF SECTION

SECTION 13815 VEHICLE GATES

PART 5 GENERAL

5.01 SUMMARY

- A. Provide and install a post driven, electrically operated, fast acting bi-fold, trackless speed-gate:
 - 1. Structural Columns
 - 2. Drive Unit
 - 3. Controller
 - 4. Gate Panels
 - 5. Installation of equipment
 - 6. All related wire, cable, fittings, adapters, key-operated enclosures, and necessary system configuration and programming
- B. Related sections and drawings:
 - 1. Architectural Drawings

5.02 SECURITY-RELATED DEFINITIONS:

- A. Owner: Monterey Salinas Transit (MST), shall be referred to throughout this document as the Owner (including direct employees and other appointed Owner agents, such as architects and engineers. These agents may be requested by the Owner to represent the Owner in undertaking certain project tasks)
- B. Basis-of-Design Product: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, it is intended to establish required performance of the product.
- C. Best Practice: Methods or procedures as demonstrated by other like companies for which the application of professionalism, knowledge, expertise, and experience derived from such procedures has produced the highest quality in workmanship, appearance, and functionality for an enduring, trouble-free product.
- D. Contractor: Individual or company contracted to provide the system(s) as described in these specifications.
- E. Project Record Drawings: Drawings that completely record and document all aspects and features of the project (also known as "as-built" drawings)

- F. Operation and Maintenance (O & M) manuals: A complete collection of all installation, programming, operations, maintenance manuals, and worksheets relating to the equipment provided as part of the project
- G. Subcontractor: A person or entity that has a direct contract with the Contractor to perform any work at the site
- H. Construction Aids: Facilities and equipment required by personnel to assist in the execution of the work (construction aids include, but are not limited to: scaffolds, staging, ladders, platforms, hoists, cranes, lifts, trenchers, core drillers, and protective equipment)
- I. UL 325 Standard:
 - 1. Contains the basic qualifying factors that products must meet in order to be documented (listed) and marked (labeled) as complying with the requirements of the UL 325 voluntary Listing and Labeling program.
 - 2. Provides methods for testing products, primarily related to safety performance.
 - 3. Covers installation of products in accordance with the National Electrical Code, which is maintained by the National Fire Protection Association (NFPA) and is in force nationwide. UL 325 is to be harmonized with this Code.
 - 4. Addresses safety concerning potential fire and electrical hazards, as well as the safety of the general public.

5.03 ABBREVIATIONS:

- A. The following abbreviations may be used in the 138xx series of specifications:
 - 1. ABS - Acrylic Butyl-nitrile Styrene
 - 2. AC - Alternating Current
 - 3. AMP - Amperage
 - 4. ANSI - American National Standards Institute
 - 5. AHJ - Authority Having Jurisdiction
 - 6. ASTM - American Society of Tool Manufacturers
 - 7. DC - Direct Current
 - 8. EIA - Electronic Industries Association
 - 9. NEC - National Electrical Code
 - 10. NEMA - National Electrical Manufacturers Association
 - 11. UL - Underwriters Laboratories

5.04 PRODUCT PROVIDED AND INSTALLED BY OWNER:

- A. Power, Conduit, Backboards
- B. Network Switches

- C. Access control server

5.05 REFERENCES AND REGULATORY REQUIREMENTS:

- A. All work shall conform to the latest edition (as to the date of these specifications) of all building, fire, and electrical codes and ordinances applicable to the project, such as:
 - 1. NFPA 70 - National Electric Code
 - 2. NFPA 101 – Life Safety Code
 - 3. California Building Code – 2007 and
 - 4. The California Building and Electrical Code, Title 24
 - 5. American with Disabilities Act (ADA) – Public Law 101.336
 - 6. TIA/EIA 568 Commercial Building Telecommunications Cabling Standard
 - 7. UL 325 Standard
 - 8. Any other Code referenced herein
- B. Compliance with code shall be mandatory.
- C. Work not conforming to the above-referenced codes shall not be allowed under these drawings and specifications.
- D. The Contractor shall secure and pay for all licenses, permits, plan reviews, engineering certifications, and inspections required by regulatory agencies. Any documents, including drawings, which may be required by the regulatory agency, shall be provided as part of the specified project.
- E. The materials, wiring, and equipment shall be provided and installed in accordance with the best practices of the construction and electrical industry.

5.06 SUBMITTALS

- A. Shop Drawings:
 - 1. Submit final assembly.
 - 2. Indicate electric power requirements, installation details, wiring diagrams.
 - 3. Installation instructions:
 - 4. Submit two copies of manufacturer's written installation instructions.
 - 5. Submit reference list of five (5) installations of the specified type within the last 2 years.
- B. Test reports:
 - 1. Drive unit shall bear a label indicating that the gate controller/operator mechanism has been tested certified to UL 325 standards for all electrical components.

5.07 CLOSEOUT SUBMITTALS

- A. Provide operation and maintenance data for gate.

- B. Conduct comprehensive demonstration for maintenance staff on operation and care of gate.

5.08 QUALITY ASSURANCE

- A. Manufacturer: A company specializing in the manufacture of automated gate systems.
- B. Installation Company
 - 1. Maintain the appropriate Contractor's and other licenses required to perform the type of work stipulated by this specification in the state and community in which the project is located.
 - 2. Be a certified dealer and installer by the manufacturer of the specified equipment, with proven experience in comparable installations of this size, type, and scope within the last three (3) years. (A list of those installations, including contact name and phone numbers, shall be submitted to the Owner upon request.)
 - a. If not certified, installing company must have Manufacturer's supervisor or representative on site to commission project.
 - 3. Employ factory-trained personnel in the installation, operation, and maintenance of the subsystems. At least one (1) member of the installation team shall have a minimum of one (1) years' experience in the installation, operation, and maintenance of the Access Control System to be provided.
- C. Product:
 - 1. All components provided for the gate system shall be of standard manufacture to ensure continuous availability of parts and trained technical support.
 - 2. Where "or approved equivalent" is indicated, The Contractor may submit to the Owner a proposal to substitute manufacturers and models that may be more cost-effective or readily available than that specified and still meet the performance, appearance, and cost requirements of the specified equipment. All substitutions shall meet or exceed the minimum functional and technical specifications. A request for substitution shall be submitted as follows:
 - a. In writing
 - b. Be received by the Owner at least five (5) days prior to bid opening
 - c. Clearly identify product and model number of proposed substitution
 - d. Include sufficient data to allow the Owner to evaluate suitability of proposed product
 - e. Include acknowledgement that The Contractor assumes responsibility for capacity, dimensions, performance, etc.
 - 3. The Contractor shall perform a complete system test and resolve any system deficiencies prior to the inspection and certification by the Owner.

This test shall be performed at the operational location and under normal operational environmental conditions.

5.09 PROJECT/SITE USE AND CONDITIONS:

- A. The Contractor shall become familiar with all aspects of the project.
- B. Construction Aids:
 - 1. The Contractor shall provide all construction aids required in the execution of the work. Construction aids that are the property of the Owner or other contractors shall not be used without permission.
 - 2. Storage of construction aids shall be coordinated with the Owner's on-site representative.
- C. Safety:
 - 1. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
 - 2. The Contractor shall comply with all local, state, and federal regulations and laws for the safety of the workplace.
- D. Clean-up:
 - 1. At the completion of the system installation, The Contractor shall restore, to its former condition, all aspects of the project site.
 - 2. On a daily basis, The Contractor shall remove all waste and excess materials, rubbish debris, tools and equipment resulting from or used in the services provided under this contract.

5.10 WARRANTIES:

- A. The entire gate system, including parts and labor, shall be under warranty for a minimum period of one (1) year from the date of completion of the project.

5.11 SCOPE OF WORK

- A. Provide and install three (3) high speed, twenty (20) foot x eight (8) foot, bifold electronic security gates located as shown on the site drawings with exit loops.
- B. Contractor shall install the gates according to the manufactures instructions. The contractor shall provide all labor and materials to provide for any foundations or any other work directly related to the satisfactory installation of the gates.
- C. Conduit and electrical, paving, curbing, flat work, and fencing up to the gates shall be provided by Owner.

D. Components

1. Gate Columns:
 - a. Formed steel columns, anchored to concrete foundation.
 - b. Columns to be 12" square with a wall thickness of .250".
 - c. Dimensions: 8 ft high x 20 ft clear opening
 - d. Panels to be capable of fully opening within 7 seconds.
 - e. Panels: 1.5" vertical bar infill.
 - f. Manufacturer's standard corrosion resistant hinges. Hinges are to be serviceable heavy duty corrosion resistant base material with a minimum 1 3/16" stainless steel shaft.
 - g. Fully compliant with ASTM F2200 – 05, Class I through Class IV.
 - h. Complete gate system to be UL325 listed and complying with local requirements.
2. Red / Green traffic lights for Entrance and Exit

E. Materials

1. Steel sheet: hot dipped galvanized to ASTM A653/A653M, A36 pre galvanized steel.
2. Steel sections: to ASTM Grade 350W
3. Welding materials: to ASWD1.1.
4. Electrical components: Complete gate system to be UL325 listed and complying with local requirements.
5. Power Supply: 208/240 V – 20 Amp single phase 60 hertz power supply.

F. Safety/Obstruction Devices:

1. Provide reduced speed sensor - Absolute encoder mounted directly to drive motor rotor to act as primary entrapment detection device.
2. Photoelectric transmitter and receiver: Equip each column with [2] built-in photocells at 24" and 48 inches above the base plate. To be mounted within the columns.
3. Provide 2 channel obstruction loop relay card for integration of dual obstruction loops.

G. Control unit:

1. Locate within 30 ft. of the gate structure with two (2), two inch conduits for communication/power cabling to gate structure.
2. Control unit shall not to be mounted within arm's reach of the automated gate.

H. Drive Unit:

1. Provide variable frequency drive with programmable logic controller for controlling electro-mechanical drive system.

2. Drive system to incorporate encoders with reduced speed sensing software as primary entrapment detection device.
3. All drive electrical components to be enclosed in weather-resistant housing.
4. Dual .75HP 3 Phase gear motors with integrated brake and 360:1 gear reduction box with synthetic lubricant.
5. Emergency override: Provide secured access panel for manual opening and closing in case of power failure/malfunction.

PART 6 PRODUCTS

6.01 GENERAL:

- A. Furnish and install (at locations shown on the Architectural drawings) the specified equipment to provide a completely operational gate. However, the following subsystem items to be provided for installation shall not be considered all-inclusive.
- B. All products shall be new and of manufacturers' current and standard production.
- C. Drawings and Specifications indicate major system components and may not show every component, connector, module, or accessory that may be required to support the operation specified. The Contractor shall provide all components needed for complete and satisfactory operation.

6.02 PRODUCT AVAILABILITY:

- A. Certain specified products may only be available through factory-authorized dealers and distributors. The ability to procure the products specified shall be verified prior to submitting a proposal.

6.03 MANUFACTURERS:

- A. Wallace International model PDXT Speed Gate
 1. Contact: Cliff Holder, Wallace International: 90 Lowson Crescent, Winnipeg, MB R3P 2H8, Ph 866.300.1110 / 204 292 4944
www.wallaceintl.com cholder@wallaceintl.com
 2. (Basis of Design Products)
 3. Or other approved equivalent

PART 7 EXECUTION

7.01 EXAMINATION:

- A. Prior to installation of the gates specified in this document, the Contractor shall carefully inspect the site, and field-verify all dimensions of the installed work of other trades, insuring that all such work is complete to the point where this installation may properly commence.

7.02 INSTALLATION

- A. Provision of concrete foundations as determined by local engineer according to drawings provided.
- B. Install high-speed security gate to manufacturer's written instructions.

7.03 INSPECTION AND CERTIFICATION

- A. Gates shall be inspected and certified to be in compliance with UL325.
- B. Gates shall be functionally test to insure proper operation and safety features are fully operational.

7.04 CLEANING AND MAINTENANCE

- A. Perform cleaning and maintenance procedures in strict accordance with manufacturer's written instructions.
- B. Maintain logbook of repairs and maintenance.

SUMMARY

- C. Section includes: An Intercom system complete including the following:
 - 1. Intercom Substations
 - 2. Intercom master
 - 3. Installation of equipment
 - 4. All related wire, cable, fittings, adapters, key-operated enclosures, and necessary system configuration and programming
- D. Related sections and drawings:
 - 1. Security Drawings
 - 2. Section 13800 – Electronic Security General Requirements
 - 3. Section 13810 – Gate Access Control System

7.05 PRODUCT INSTALLED BUT NOT FURNISHED UNDER THIS SECTION:

- A. Power, Conduit, Backboards

- B. Pedestal and housing (Section 18310)

7.06 DESIGN REQUIREMENTS:

- A. The intercommunications system shall provide bi-directional communications with each of its two (2) substations.
- B. Be capable of working with door control system.
- C. Basic Operation:
 - 1. Provide clear two-way audio between the master and designated controlled vehicle entries.
 - 2. When sub-station button is pressed automatically open up a communications channel between sub-station and designated system master stations.
 - 3. After initial call communications from substation shall be hands-free.
 - 4. System shall interface with access control system to open the calling gate when the door open button is pressed.
- D. Intercom Master Desk:
 - 1. Selective calling and monitoring
 - 2. 3-call master
 - 3. Push-to-talk at master, hands-free reply at called station
 - 4. Call tone and LED annunciation at master
 - 5. Selective door release
 - 6. Connects to substation using twisted pair cable.
- E. Substation:
 - 1. Vandal proof and weather resistant intercom substation.
 - 2. 12 gage stainless construction.
 - 3. Baffle protected speaker.
 - 4. Limited stop button.
 - 5. Flush mounted to card reader housing.

PART 8 - PRODUCTS

8.01 GENERAL:

- A. Furnish and install (at locations shown on the Security drawings) the specified equipment to provide a completely operational intercom system. However, the following subsystem items to be provided for installation shall not be considered all-inclusive.
- B. All products shall be new and of manufacturers' current and standard production.

- C. Drawings and Specifications indicate major system components and may not show every component, connector, module, or accessory that may be required to support the operation specified. The Contractor shall provide all components needed for complete and satisfactory operation.

8.02 PRODUCT AVAILABILITY:

- A. Prior to submitting a proposal, product availability and delivery time shall be determined and such considerations shall be calculated in the proposed contract time.
- B. Certain specified products may only be available through factory-authorized dealers and distributors. The ability to procure the products specified shall be verified prior to submitting a proposal.
- C. Approved manufacturers shall be:
 - 1. Aiphone (Basis of Design Products)
- D. Intercom Master
 - 1. Aiphone model LEF-CL
 - 2. (Basis of Design Products)
 - 3. Or other approved equivalent
- E. Intercom Substations:
 - 1. Aiphone model LE-SS-1G
 - 2. (Basis of Design Products)
 - 3. Or other approved equivalent

8.03 WIRE AND CABLING:

- A. All Cable shall be water resistant.

PART 9 - EXECUTION

9.01 EXAMINATION:

- A. Prior to installation of the Intercom System specified in this document, the Contractor shall carefully inspect the site, and field-verify all dimensions of the installed work of other trades, insuring that all such work is complete to the point where this installation may properly commence.

9.02 INSTALLATION PROCEDURES:

- A. Preparation:

1. Order all required parts and equipment upon notification of award of the work, or as per approved schedule.
2. Bench-test all equipment prior to delivery to the job site, per manufacturers' installation instructions.

B. Installation:

1. General:
 - a. Perform all work as indicated in the drawings and specifications
 - b. Carefully follow the instructions in the manufacturers' Installation Manuals to insure all steps have been taken to provide a reliable, trouble-free, easy to operate system
2. Wiring:
 - a. All cable shall be hidden as much as possible
 - b. Transposing or changing color coding of wires is prohibited
 - c. Communications cable shall be kept away from power circuits
 - d. Wire and cable shall be inspected for faulty insulation prior to installation
3. Splicing:
 - a. Wiring splices shall be avoided to the extent possible
 - b. All wire-to-wire and wire-to-EOL resistors shall be soldered and taped
 - c. Use of splice caps, or crimp-on splice devices shall not be acceptable
4. Grounding:
 - a. Appropriate grounding shall be provided as called out in the specifications and drawings or specified by the manufacturer
 - b. Earth ground shall be connected to ground rod or approved cold water pipe
 - c. Electrical or telephone ground connections shall not be used as earth grounds
 - d. Connections to mounting posts or building structural steel shall not be used as earth grounds
5. Protection Of Finish:
 - a. Adequate means shall be taken to protect all finished parts, materials, and equipment against damage from any cause during the progress of the work and until acceptance by The Owner
 - b. Damaged material or equipment shall be replaced or refinished at no expense to The Owner

9.03 ACCEPTANCE TESTING AND COMMISSIONING PROCEDURE:

A. General:

1. It shall be the responsibility of The Contractor to demonstrate to The Owner that the Intercom System is complete and functional as per these specifications.

B. Test Procedure:

1. Check quality of installation.
2. Check wiring
3. Check Substation audio quality and volume, audio must be clear and understandable
4. Check Master station audio quality and volume, audio must be clear and understandable

9.04 CLEANUP:

- A. The Contractor shall remove any surplus and waste materials from the site resulting from his/her operation upon completion of work each day, and shall leave involved work areas in neat, clean, and acceptable condition.
- B. The Contractors shall clean all parts of the material and equipment they install. Exposed surfaces shall be free of cement, plaster, and other materials, and all oil and grease spots shall be removed with a non-flammable cleaning solvent.

END OF SECTION

SECTION 13850 INTERCOMMUNICATIONS

PART 10 - GENERAL

10.01 SUMMARY

- A. Section includes: An Intercom system complete including the following:
 - 1. Intercom Substations
 - 2. Intercom master
 - 3. Installation of equipment
 - 4. All related wire, cable, fittings, adapters, key-operated enclosures, and necessary system configuration and programming
- B. Related sections and drawings:
 - 1. Security Drawings
 - 2. Section 13800 – Electronic Security General Requirements
 - 3. Section 13810 – Gate Access Control System

10.02 PRODUCT INSTALLED BUT NOT FURNISHED UNDER THIS SECTION:

- A. Power, Conduit, Backboards
- B. Pedestal and housing (Section 18310)

10.03 DESIGN REQUIREMENTS:

- A. The intercommunications system shall provide bi-directional communications with each of its two (2) substations.
- B. Be capable of working with door control system.
- C. Basic Operation:
 - 1. Provide clear two-way audio between the master and designated controlled vehicle entries.
 - 2. When sub-station button is pressed automatically open up a communications channel between sub-station and designated system master stations.
 - 3. After initial call communications from substation shall be hands-free.
 - 4. System shall interface with access control system to open the calling gate when the door open button is pressed.
- D. Intercom Master Desk:
 - 1. Selective calling and monitoring
 - 2. 3-call master

3. Push-to-talk at master, hands-free reply at called station
4. Call tone and LED annunciation at master
5. Selective door release
6. Connects to substation using twisted pair cable.

E. Substation:

1. Vandal proof and weather resistant intercom substation.
2. 12 gage stainless construction.
3. Baffle protected speaker.
4. Limited stop button.
5. Flush mounted to card reader housing.

PART 11 - PRODUCTS

11.01 GENERAL:

- A. Furnish and install (at locations shown on the Security drawings) the specified equipment to provide a completely operational intercom system. However, the following subsystem items to be provided for installation shall not be considered all-inclusive.
- B. All products shall be new and of manufacturers' current and standard production.
- C. Drawings and Specifications indicate major system components and may not show every component, connector, module, or accessory that may be required to support the operation specified. The Contractor shall provide all components needed for complete and satisfactory operation.

11.02 PRODUCT AVAILABILITY:

- A. Prior to submitting a proposal, product availability and delivery time shall be determined and such considerations shall be calculated in the proposed contract time.
- B. Certain specified products may only be available through factory-authorized dealers and distributors. The ability to procure the products specified shall be verified prior to submitting a proposal.
- C. Approved manufacturers shall be:
 1. Aiphone (Basis of Design Products)
- D. Intercom Master
 1. Aiphone model LEF-CL

2. (Basis of Design Products)
3. Or other approved equivalent

E. Intercom Substations:

1. Aiphone model LE-SS-1G
2. (Basis of Design Products)
3. Or other approved equivalent

11.03 WIRE AND CABLING:

- A. All Cable shall be water resistant.

PART 12 - EXECUTION

12.01 EXAMINATION:

- A. Prior to installation of the Intercom System specified in this document, the Contractor shall carefully inspect the site, and field-verify all dimensions of the installed work of other trades, insuring that all such work is complete to the point where this installation may properly commence.

12.02 INSTALLATION PROCEDURES:

A. Preparation:

1. Order all required parts and equipment upon notification of award of the work, or as per approved schedule.
2. Bench-test all equipment prior to delivery to the job site, per manufacturers' installation instructions.

B. Installation:

1. General:
 - a. Perform all work as indicated in the drawings and specifications
 - b. Carefully follow the instructions in the manufacturers' Installation Manuals to insure all steps have been taken to provide a reliable, trouble-free, easy to operate system
2. Wiring:
 - a. All cable shall be hidden as much as possible
 - b. Transposing or changing color coding of wires is prohibited
 - c. Communications cable shall be kept away from power circuits
 - d. Wire and cable shall be inspected for faulty insulation prior to installation
3. Splicing:
 - a. Wiring splices shall be avoided to the extent possible

- b. All wire-to-wire and wire-to-EOL resistors shall be soldered and taped
 - c. Use of splice caps, or crimp-on splice devices shall not be acceptable
- 4. Grounding:
 - a. Appropriate grounding shall be provided as called out in the specifications and drawings or specified by the manufacturer
 - b. Earth ground shall be connected to ground rod or approved cold water pipe
 - c. Electrical or telephone ground connections shall not be used as earth grounds
 - d. Connections to mounting posts or building structural steel shall not be used as earth grounds
- 5. Protection Of Finish:
 - a. Adequate means shall be taken to protect all finished parts, materials, and equipment against damage from any cause during the progress of the work and until acceptance by The Owner
 - b. Damaged material or equipment shall be replaced or refinished at no expense to The Owner

12.03 ACCEPTANCE TESTING AND COMMISSIONING PROCEDURE:

A. General:

- 1. It shall be the responsibility of The Contractor to demonstrate to The Owner that the Intercom System is complete and functional as per these specifications.

B. Test Procedure:

- 1. Check quality of installation.
- 2. Check wiring
- 3. Check Substation audio quality and volume, audio must be clear and understandable
- 4. Check Master station audio quality and volume, audio must be clear and understandable

12.04 CLEANUP:

- A. The Contractor shall remove any surplus and waste materials from the site resulting from his/her operation upon completion of work each day, and shall leave involved work areas in neat, clean, and acceptable condition.
- B. The Contractors shall clean all parts of the material and equipment they install. Exposed surfaces shall be free of cement, plaster, and other materials, and all oil and grease spots shall be removed with a non-flammable cleaning solvent.

**SPECIAL CONDITIONS OF THE SCOPE OF WORK AS IT WILL PERTAIN TO THE
CONTRACT IF ONE IS AWARDED**

1. BASIC SCOPE OF WORK

1.1 Basic Scope of Work

Contractor shall, without limitation, furnish all necessary equipment and services in accordance with the Scope of Work section of the Invitation for Bids, dated March 12, 2012.

2. BUY AMERICA CERTIFICATE

Contractor shall comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982 and the applicable regulations in 49 Code of Federal Register Part 661. As evidence of Contractor's knowledge and understanding and certification of intention of compliance, Contractor has executed a Buy America Certificate, which is included as part of the "Bid Packet" and incorporated herein by reference. If Contractor needs steel and manufactured products for its performance under the provisions of the Contract, Contractor shall only use steel and manufactured products that were produced in the United States.

3. STATE CONTRACT PROVISIONS

3.1 In the performance of work under these provisions, Contractor and its subcontractors will not discriminate against any employee or applicant for employment because of race, religious creed, medical condition, color, marital status, ancestry, sex, age, national origin, or physical handicap (Government Code Section 12940 et seq.). Contractor and all its subcontractors will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religious creed, medical condition, color, marital status, ancestry, sex, age, national origin, or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor and its subcontractors shall post in conspicuous places, available to employees and applicants for employment, notice to be provided by STATE setting for the provisions of this section.

3.2 Contractor and its subcontractors will permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by STATE, for the purpose of investigation to ascertain compliance with Section 1 of this Article.

3.3 Contractor shall establish and maintain an accounting system and records that properly accumulate and segregate incurred costs by line item for the project.

Contractor's accounting system shall conform to generally accepted accounting principles (GAAP), enable to determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of Contractor connected with performance under this Agreement shall be maintained for a minimum of three years from the date of final payment to MST under these provisions and shall be held open to inspection and audit by representatives of STATE and the Auditor General of the State and copies thereof will be furnished upon request.

3.4 Contractor agrees that contract cost principles at least as restrictive as 48 CFR, Federal Acquisition Regulation System, Chapter 1 Part 31, shall be used to determine the allow ability of individual items of costs. Contractor also agrees to comply with Federal procedures as set forth in 49 CFR, Part 18, Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments.

3.5 For the purpose of determining compliance with Public Contract Code Section 10115, et seq., Military and Veterans Code Sections 999 et seq. and Title 2, California Code of Regulations, Section 1896.60 et seq., when applicable, and other matters connected with the performance of MST's contracts with third parties pursuant to Government code Section 10532, Contractors and subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including but not limited to, the costs of administering the various contracts. Contractor and its subcontractors shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under such contract. STATE, the State Auditor General, the Federal Highway Administration, or any duly authorized representative of the Federal Government shall have access to any books, records and documents that are pertinent to the Agreement for audits, examinations, excerpts, and transactions and copies thereof shall be furnished if requested.

SECTION 2

BID FORM

Please complete the Bid Form below:

The undersigned ("Bidder"), upon acceptance by MST, agrees to furnish all materials in accordance with the Invitation for Bids. **Please provide cost sheet attached to this bid form.**

Or indicate Lump Sum: _____

Bidder has full power and authority to submit bid on bid form, enter into and perform the work described in the Invitation for Bids on behalf of the company noted below.

Company Name

Indicate:

☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Joint Venture with

Street Address

City, State, Zip Code

Signature of authorized company official

Typewritten name of above

Title of authorized company official

Telephone Fax Number E-mail Address

Date Federal Tax ID No.

SECTION 3

INSTRUCTIONS TO BIDDERS

1. BID PROCEDURE

GENERAL UNDERSTANDING: The successful bidder obligates him/herself to provide any or all of the bid items at the bid price. MST reserves the right to award bid items separately, to multiple vendors, or as a package to a single vendor. MST may accept or reject the bid items at its discretion. **Award of the bid will be based on total lump sum provided.**

By submitting a bid, bidder certifies that it has examined and is fully familiar with all terms and conditions of this Invitation for Bids and any addenda issued by MST. Bidder unconditionally submits this bid in strict accordance with said Invitation for Bids. Bidder has carefully checked all words and figures shown on this Bid Form and has carefully reviewed the accuracy of all documents, representations, manufacturer's literature, and statements submitted with this bid.

Bidder understands that this bid constitutes a firm offer to MST that cannot be withdrawn for ninety (90) calendar days from the date of bid opening. If awarded the contract, bidder agrees to deliver to MST executed copies of the final contract and required insurance certificates within ten (10) calendar days of the date of MST Notice of Award. Said Notice of Award shall be deemed duly given to Bidder upon delivery if delivered by hand, or three (3) calendar days after posting if sent by mail to Bidder's address.

Bidder understands that no partial, conditional or qualified bids shall be accepted for any bid item. Bidder further understands the right of MST Board of Directors to accept or reject any or all bids received for any reason. MST reserves the right to waive minor irregularities.

Any proposed deviation from any item in the IFB specifications has been delineated and noted on a separate attachment included with the bid. Bidder represents that the work bid meets the specifications in all respects unless clearly noted to the contrary in the bid submittal.

2. AWARD

MST reserves the right to postpone the bid opening or to withdraw this invitation at any time without prior notice. Further, MST makes no representations that an agreement will be awarded to any BIDDER responding to this invitation. MST expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejection(s).

MST also reserves the right to award its total requirements to one BIDDER, or to apportion those requirements among several BIDDERS, as MST may deem to be in its best interests.

MST reserves the right to make award within ninety (90) calendar days from the date bids are opened. Should award in whole or in part be delayed beyond the period of ninety (90) days, such award shall be conditioned upon successful BIDDER's acceptance.

Award will be made to the lowest responsible and responsive qualified BIDDER

Final contract award to any bidder requires prior written approval by the state

TO BE CONSIDERED "RESPONSIVE" A COMPLETE BID PACKET WILL INCLUDE THE FOLLOWING DOCUMENTS:

- 1) Completed signed Bid Form
- 2) Bidder executed Buy America Certificate. See Certification form Section 8
- 3) Bidder executed Debarment and Suspension Certificate. See Certification form Section 8
- 4) Bidder executed Restrictions on Lobbying Certificate. See Certification form Section 8
- 5) Bidder executed Fair Employment Practices Certificate. See Certification form Section 8
- 6) Bidder executed Affidavit of Non-Collusion. See Statement of Affidavit form Section 8
- 7) If applicable a copy of Contractor Disadvantaged Business Enterprise Certificate issued by the state of California. See Section 8
- 8) Bidder acknowledges receipt of the following addenda to the Invitation for Bids. If any were issued. All cost adjustments or other requirements resulting from said addenda have been taken into consideration by the bidder and included in the bid.

Bidder understands that bids shall be placed in a sealed envelope marked as indicated below and delivered to the Purchasing Manager prior to the time of bid opening. Bids postmarked before bid opening but delivered afterward shall be rejected.

"Bid for Vehicle Entrance Gate"
Bid Opening March 29, 2012 at 2:31 p.m., (PDT)

CONTENTS: This Invitation for Bids (IFB) includes the (1) Scope of Work, (2) Bid Form, (3) Instructions to Bidders, (4) General Conditions of the Contract, (5) Contract, (6) FTA Requirements for Construction Contracts, (7) Formal Protest Procedures and (8) Certificates and Forms. The final Contract with the Successful Bidder will be in the form and substance of the Contract (Section 5) included in the IFB.

SUBMISSION OF BID: Prior to the date and time of bid opening, all bids shall be delivered to the Purchasing Manager of MST at One Ryan Ranch Road, Monterey, CA 93940. All bids shall be in a sealed envelope properly endorsed as to name and opening date. No bids received after said time or at any place other than the place as stated in the Notice and Invitation to Bidders will be considered. For example, bids postmarked before bid opening but received after shall be rejected. Telephone or electronic bids will not be accepted.

BIDDER RESPONSIBILITY: MST has made every attempt to provide all information needed by bidders for a thorough understanding of project terms, conditions and other requirements. It is expressly understood that it is Bidder's responsibility to examine and evaluate the work required under this Invitation for Bids (IFB) and the terms and conditions under which the work is performed. By submitting a bid, Bidder represents that it has investigated and agrees to all the terms and conditions of the IFB.

BID FORM: The bid shall be made on the Bid Form provided and shall be enclosed in a sealed envelope marked and addressed as required. If the bid is made by a sole proprietor, it shall be signed with his/her full name and his address shall be given; if it is made by a partnership, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his/her own name, and the name and address of each member shall be given; and if it is made by a corporation, it shall be signed by an officer or other individual who has the full and proper authorization to do so.

Blank spaces in the Bid Form shall be properly filled. Alterations by erasure or interlineation must be explained or noted in the bid over the signature of the Bidder. If the unit price and the total amount named by a Bidder for any item do not agree, the unit price alone will be considered as representing the Bidder's intention.

Submission of alternative bid or bids, except as specifically called for in the IFB, will render it informal and may cause its rejection.

COMPETITIVE BIDDING: If more than one bid is offered by any individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such bids may be rejected. A party who has quoted prices on materials or work to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a bid directly for the materials or work if otherwise qualified to do so.

All Bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this Contract is in violation of MST's competitive bidding requirements and may render void any Contract let under such circumstances.

EXPENSES TO BE INCLUDED IN BID PRICE: Unless otherwise specified in the IFB, the bid price shall include all expenses necessary that go into making the items procured under the IFB complete and ready for immediate use by MST without additional expense. Bid price shall include, without limitation, all costs for labor, services, equipment, materials, supplies, transportation, installation, overhead, packing, insurance, license, fees, permits, bonds, inspection, and other expenses necessary to satisfy the provisions of the IFB, expressed and implied.

WITHDRAWAL OF BID: Bidder may withdraw the bid before the expiration of the time during which bids may be submitted, without prejudice, by submitting a written request for its withdrawal to MST Purchasing/Inventory Control Officer.

TIME OF DELIVERY: Time of delivery is part of the bid and must be strictly adhered to by the Bidder. Bidder obligates itself to complete the work within the number of days specified in the Contract.

BID OPENING: At the hour specified in the Notice of Invitation to Bidders, MST, in open session, will open, examine and publicly declare all bids received. Bidders, their representatives and others interested, are invited to be present at the opening of bids. Award will be made or bids rejected by MST within the time period specified on the Bid Form or, if none is specified, within ninety (90) days after the date of bid opening.

RIGHT TO REJECT BIDS: MST may reject any and all bids at its discretion, and may reject the bid of any party who has been delinquent or unfaithful in any former contract with MST. The right is reserved to reject any or all bids and to waive technical defects, as the interest of MST may require. MST may reject bids from Bidders who cannot satisfactorily prove the experience and qualifications outlined in the Instructions to Bidders.

SINGLE BID: If only one bid is received in response to the IFB, Bidder may be required to submit to MST within five (5) days of MST demand, a detailed cost proposal. MST may conduct a cost or price analysis of the cost proposal to determine if the bid price(s) are fair and reasonable. Bidder shall cooperate with MST in compiling and submitting detailed information for the cost and price analysis.

EXPERIENCE AND QUALIFICATIONS: The Bidder may be required upon request of MST to prove to MST's satisfaction that the Bidder is responsible. Criteria used by MST to determine Bidder responsibility includes, without limitation, whether Bidder and its proposed contractors have the skill, experience, necessary facilities and financial resources to perform the Contract in a satisfactory manner and within the required time.

AWARD OF CONTRACT: The award of the Contract, if awarded, will be to the responsive, responsible Bidder whose bid complies with the IFB in all respects, and whose ADJUSTED BID PRICE is the lowest of all qualified bids received. The methodology for determining the adjusted bid price is described in the Bid Form. If the lowest responsive, responsible Bidder refuses or fails to execute the Contract, MST may award the Contract to the next lowest responsive, responsible Bidder or solicit new bids.

EXECUTION OF CONTRACT: The Contract shall be provided by MST in substantially the same form as provided in Part 5 and shall be executed by the successful Bidder and returned to MST Purchasing Manager, One Ryan Ranch Road, Monterey, CA 93940 no later than ten (10) calendar days after the date of receipt of the Notice of Award. Successful Bidder shall submit the required insurance certificate(s) no later than ten (10) days after receipt of Notice of Award. Successful Bidder's execution and delivery of the insurance certificate(s) specified in the IFB is a condition precedent to the finalization of the Contract. In no event shall the successful Bidder commence work until it has received the signed Contract and notification from MST that the required insurance certificate(s) have been approved.

ERRORS AND ADDENDA: If omissions, discrepancies, or apparent errors are found in the IFB prior to the date of bid opening, the Bidder shall request a clarification from MST which, if substantiated, will be given in the form of addenda to all Bidders. MST must have received written requests for questions and/or clarifications no later than August 4, 2006. MST will respond to questions and/or clarifications in writing by August 9, 2006.

NON-DISCRIMINATION: MST will not discriminate with regard to race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability in the consideration for an award.

DISADVANTAGED AND BUSINESS ENTERPRISES: The Board of Directors of MST has adopted a Disadvantaged Business Enterprise Policy to promote the participation of disadvantaged business enterprises (DBE) in all areas of MST contracting to the maximum extent practicable. Consistent with the DBE Policy, the Bidder shall take all necessary and reasonable steps to ensure that DBE firms have the maximum practicable opportunity to participate in the performance of this project and any subcontracting opportunities thereof.

INSURANCE REQUIREMENTS. Within ten (10) consecutive calendar **days** of award of contract, Successful Bidder must furnish MST with the Certificates of Insurance proving coverage as specified in “**Section 4, Item # 7 INSURANCE**” and naming MST, its officers and agents, Additional Insured by endorsement.

INQUIRIES AND CORRESPONDENCE DURING BIDDING PERIOD: Questions pertaining to the Scope of Work and the Bid Documents during the bidding period shall be directed to MST Purchasing Manager, at (831) 393-8127 or by e-mail a samorim@mst.org.

SECTION 4

GENERAL CONDITIONS TO THE CONTRACT

I. GENERAL PROVISIONS: This section describes the General Provisions of an MST contract with the selected vendor(s).

1. GOVERNING LAW

1.1 Governing Law & Compliance with All Laws

This Contract shall be governed and construed in accordance with the laws of the State of California. Venue shall be within County of Monterey, California. Each party will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect.

1.2 Right to Modify Contract

MST may extend the term of this Contract, expand the Scope of Work, or otherwise amend the Contract. Any such extension, expansion or amendment shall be effective only upon written agreement of the parties in accordance with Section IV Number 13.14.

2. TERMINATION

2.1 Termination for Convenience

The performance of Work under this Contract may be terminated by MST upon fifteen (30) days' notice at any time without cause for any reason in whole or in part, whenever MST determines that such termination is in MST's best interest.

Upon receipt of a notice of termination, and except as otherwise directed by MST, the Contractor shall: (1) stop work under the Contract on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (4) assign to MST in the manner, at the time, and to the extent directed by MST all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case MST shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (5) complete performance of such part of the Work as shall not have been terminated by the notice of termination.

2.02 Termination for Default

MST may, upon written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor: (1) fails to complete the Scope of Work within time period stated in the Scope of Work section of the IFB;(2) fails to perform any of the other provisions of the Contract; or (3) fails to make progress as to endanger performance of this Contract in accordance with its provisions.

If the Contract is terminated in whole or in part for default, MST may procure, upon such terms and in such manner as MST may deem appropriate, supplies or services similar to those so terminated. Without limitation to any other remedy available to MST, the Contractor shall be liable to MST for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of Contractor and MST shall be considered to have been terminated pursuant to termination for convenience of MST pursuant to Article 2.01 from the date of Notification of Default.

2.03 No Limitation

The rights and remedies of MST provided in this Article 2 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. FORCE MAJEURE

3.01 General

Neither party hereto shall be deemed to be in default of any provision of this Contract, or for any failure in performance, resulting from acts or events beyond the reasonable control of such party. For purposes of this Contract, such acts shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other "force majeure" events beyond the parties' reasonable control; provided, however, that the provisions of this Section 3 shall not preclude MST from canceling or terminating this Contract (or any order for any product included herein), as otherwise permitted hereunder, regardless of any force majeure event occurring to Contractor.

4. PROFESSIONAL STANDARDS

Contractor shall at all times during the term of this Contract possess the technical ability, experience, financial ability, overall expertise, and all other skills, licenses, and resources necessary to perform and complete the scope of work in a timely, professional manner so as to meet or exceed the provisions of this Contract.

5. PROFESSIONAL RELATIONS

5.01 Independent Contractor

No relationship of employer and employee is created by this Contract. In the performance of its work and duties, Contractor is at all times acting and performing as an independent contractor in the practice of its profession. MST shall neither have nor exercise control or direction over the methods by which Contractor performs services pursuant to this Contract (including, without limitation, its officers, shareholders, and employees); provided, however, that Contractor agrees that all work performed pursuant to this Contract shall be in strict accordance with currently approved methods and practices in its profession, and in accordance with this Contract. The sole interest of MST is to ensure that such services are performed and rendered in a competent and cost effective manner.

5.02 Benefits

Contractor (including, without limitation, its officers, shareholders, subcontractors and employees) has no claim under this Contract or otherwise against MST for social security benefits, workers' compensation benefits, disability benefits, unemployment benefits, vacation pay, sick leave, or any other employee benefit of any kind.

6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

6.01 Scope

Contractor shall exonerate, indemnify, defend, and hold harmless MST (which for the purpose of Articles 6 and 7 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which MST may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, or arising out of, or in any manner connected with the Contractor's performance under the provisions of this Contract. Such indemnification includes any damage to the person(s) or property(ies) of Contractor and third persons.

Any and all Federal, state and local taxes, charges, fees, or contributions required to be paid with respect to Contractor, Contractor's officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security, and payroll tax withholding).

7. INSURANCE

7.01 General

Contractor, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects MST and any insurance or self-insurance maintained by MST shall be excess of Contractor's insurance coverage and shall not contribute to it.

7.02 Types of Insurance and Minimum Limits

Contractor shall obtain and maintain during the term of this Contract:

Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California (not required for Contractor's subcontractors having no employees) with limits of not less than one million dollars (\$1,000,000) per occurrence. WAIVER OF SUBROGATION to be completed and submitted with Workers' Compensation insurance documents

(2) Contractors vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by Contractor's employees), leased or hired vehicles, shall each be covered with Commercial Automobile, (Tractor Trailer) Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit per accident for bodily injury and property damage.

(3) Contractor shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:

Contractual liability coverage adequate to meet the Contractor's indemnification obligations under this contract.

Full Personal Injury coverage.
Broad form Property Damage coverage.
A cross-liability clause in favor of MST.

7.03 Other Insurance Provisions

- (1) As to all insurance coverage required herein, any deductible or self-insured retention exceeding \$5,000.00 shall be disclosed to and be subject to written approval by MST.
- (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor shall maintain such insurance coverage for five (5) years after expiration of the term (and any extensions) of this Contract.
- (3) All required Automobile Liability Insurance and Comprehensive or Commercial General Liability Insurance shall contain the following endorsement as a part of each policy: " MST is hereby added as an additional insured as respects the operations of the named insured."
- (4) All the insurance required herein shall contain the following clause: "It is agreed that this insurance shall not be canceled until thirty (30) days after MST shall have been given written notice of such cancellation or reduction."
- (5) Contractor shall notify MST in writing at least thirty (30) days in advance of any reduction in any insurance policy required under this Contract.
- (6) Contractor agrees to provide MST at or before the effective date of this Contract with a certificate of insurance of the coverage required.
- (7) If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this CONTRACT, the same shall be deemed a material breach of contract. MST, at its sole option, may terminate this CONTRACT and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, MST may purchase such required insurance coverage, and without further notice to CONTRACTOR, MST may deduct the cost therefore from CONTRACTOR'S invoices charges for services rendered.

8. NO DISCRIMINATION

In connection with the performance of services provided under this Contract, Contractor shall not on the grounds of race, color, creed, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State, or local laws.

9. DISADVANTAGED BUSINESS ENTERPRISES

The Board of Directors of MST has adopted a Disadvantaged Business Enterprise Policy to promote the participation of disadvantaged business enterprises (DBE's) in all areas of MST contracting to the maximum extent practicable. Consistent with the DBE

Policy, the Contractor shall take all necessary and reasonable steps to ensure that DBE firms have the maximum practicable opportunity to participate in the performance of this project and any subcontracting opportunities thereof.

10. MISCELLANEOUS PROVISIONS

10.01 Successors and Assigns

The Contract shall insure to the benefit of, and be binding upon, the respective successors and assigns, if any, of the parties hereto, except that nothing contained in this Article shall be construed to permit any attempted assignment which would be unauthorized or void pursuant to any other provision of this Contract.

10.02 Survival of Rights and Obligations

In the event of termination, the rights and obligations of the parties which by their nature survive termination of the services covered by this Contract shall remain in full force and effect after termination. Compensation and revenues due from one party to the other under this Contract shall be paid; loaned equipment and material shall be returned to their respective owners; the duty to maintain and allow inspection of books, accounts, records and data shall be extended as provided in Section 13.15; and the hold harmless agreement contained in Article 6 shall survive.

10.03 Limitation on MST Liability

MST's liability is, in the aggregate, limited to the total amount payable under this Contract.

10.04 Drug and Alcohol Policy

Contractor shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the Contract or while on MST premises or distribute same to MST employees.

10.05 Publicity

Contractor agrees to submit to MST all advertising, sales promotion, and other public matter relating to any service furnished by Contractor wherein MST's name is mentioned or language used from which the connection of MST's name therewith may, within reason, be inferred or implied. Contractor further agrees not to publish or use any such advertising, sales promotion or publicity matter without the prior written consent of MST.

10.06 Consent to Breach Not Waiver

No provision here shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

10.07 Attorneys' Fees

In the event that suit is brought to enforce or interpret any part of this Contract, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, a reasonable attorney's fee, including expert witness fees, as may be fixed by the court. These fees and cost shall be taxed as costs in that proceeding, and shall not necessitate the filing of a separate attempt to recover. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorney's fees. No sum for attorney's fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to recover its costs or attorney's fees.

Unless otherwise directed by MST, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

10.08 No Conflict of Interest

Contractor represents that it currently has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of services required under this Contract.

10.09 Prohibition of Discrimination against Qualified Handicapped Persons

Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in federally assisted programs.

10.10 Cal OSHA/Hazardous Substances

Contractor shall comply with California Administrative Code Title 8, Section 5194, and shall directly (1) inform its employees of the hazardous substances they may be exposed to while performing their work on MST property, (2) ensure that its employees take appropriate protective measures, and (3) provide MST's Manager of Facility Maintenance with a Material Safety Data Sheet (MSDS) for all hazardous substances to be used on MST property.

Contractor shall comply with Cal OSHA regulations and the Hazardous Substance Training and Information Act. Further, said parties shall indemnify MST against any and all damage, loss, and injury resulting from non-compliance with this Article.

Contractor will comply with the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) California Health and Safety Code Section 25249.5 - 25249.13. Contractor will ensure that clear and reasonable warnings are made to persons exposed to those chemicals listed by the State of California as being known to cause cancer or reproductive toxicity.

Contractor shall be solely responsible for any hazardous material, substance or chemical released or threatened release caused or contributed to by Contractor. Contractor shall be solely responsible for all clean-up efforts and costs.

10.11 Non-Assignment of Contract

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or Contractor's right, title or interest in or to the same or any part thereof without previous written consent by MST; and any such action by Contractor without MST's previous written consent shall be void.

10.12 No Subcontract

Contractor shall not subcontract or permit anyone other than Contractor or its authorized staff and subcontractors to perform any of the scope of work, services or other performance required of Contractor under this Contract without the prior written consent of MST. Any such action by Contractor without MST's previous consent shall be void.

10.13 Severability

If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect, and shall in no way be affected, impaired or invalidated.

10.14 All Amendments in Writing

No amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

10.15 Audit

This Contract is subject to audit by Federal, State, or MST personnel or their representatives at no cost for a period of three (3) years after the date of expiration or

termination of the Contract. Requests for audits shall be made in writing, and Contractor shall respond with all information requested within ten (10) calendar days of the date of the request. During the three-year period that the Contract is subject to audit, Contractor shall maintain detailed records substantiating all costs and expenses billed against the Contract.

SECTION 5
SAMPLE CONTRACT FOR
PROCURE VEHICLE ENTRANCE GATE

This section provides a sample contract that will be executed between MST and the vendor(s) selected, if a contract is to be let.

THIS CONTRACT is made effective on _____, 2012 between the Monterey-Salinas Transit District (MST), formed and operating in accord with the Monterey-Salinas Transit District Act, Section 106000, et seq., of the California Public Utilities Code.

("MST"), and _____ ("Contractor").

1. RECITALS

1.01 MST's Primary Objective

MST is a public agency whose primary objective is providing public transportation and has its principal office at One Ryan Ranch Road, Monterey, CA 93940.

1.02 MST's Need for Procurement of Vehicle Entrance Gate

MST requires the purchase of a vehicle entrance gate to be used for standard purposes. In order to obtain said services, MST issued an Invitation for Bids, dated March 12, 2012, setting forth specifications for such services. The Invitation for Bids # 12-11 is attached and incorporated herein by reference as Exhibit A.

1.03 Contractor's Bid Form

Contractor is a supplier of services desired by MST and whose principal place of business is _____.

Pursuant to the Invitation for Bids by MST, Contractor submitted a bid for provision of services, which is attached and incorporated herein by reference as Exhibit B.

1.04 Selection of Contractor and Intent of Contract

On _____, MST selected Contractor as the lowest responsive, responsible bidder to provide said services. The purpose of this Contract is to set forth the provisions of this procurement.

1.05 Contractor and Supplier Synonymous

For the purposes of this Contract, the terms "contractor" and "supplier" are synonymous.

MST and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in This Contract

The documents below are attached to this Contract and by reference made a part hereof. This is an integrated Contract. This writing constitutes the final expression of the parties' Contract, and it is a complete and exclusive statement of the provisions of that Contract, except for written amendments, if any, made after the date of this Contract in accordance with Section 4 item # 11.14 of the General Conditions of the Contract.

a) Exhibit A (IFB # 12-11)

MST's "Invitation for Bids" issued March 12, 2012.

b) Exhibit B (Executed Bid Form)

Contractor's Bid Form to MST for installation of, along with pricing for desired options, and signed by Contractor and dated_____.

2.02 Conflicts

Where in conflict, the provisions of this writing supersede those of the above-referenced documents, Exhibits A and B. Where in conflict, the provisions of Exhibit A supersede Exhibit B.

2.03 Recitals

The Recitals set forth in Article 1 are part of this Contract.

3. TIME OF PERFORMANCE

3.01 General

Contractor shall perform work under this Contract at such times to enable it to meet the time schedules specified in the Scope of Work Section of the IFB. The Contractor shall not be responsible for delays caused by force majeure events described in Section 4 item # 3 of the General Conditions of the Contract.

3.02 Term

The term of this, Contract commences on the date of execution and shall remain in force until full and satisfactory completion of services by Contractor.

4. COMPENSATION

4.01 Terms of Payment

Upon written acceptance, MST agrees to pay Contractor _____ as identified in the Bid Form, Exhibit B, not to exceed \$_____, for satisfactory completion of all work under the terms and provisions of this Contract within forty-five (45) days thereof. Contractor understands and agrees that if he/she exceeds the \$_____ maximum amount payable under this contract, that it does so at its own risk.

4.02 Invoices

Contractor shall submit invoices with a project number (12-11) to MST on a monthly basis. Contractor's invoices shall include detailed records showing actual time devoted, work accomplished, date work accomplished, personnel used, and amount billed per hour.

Said invoice records shall be kept up-to-date at all times and shall be available for inspection by MST (or any grantor of MST, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than Three (3) years after the date of expiration or termination of the contract. Under penalty of law, Contractor represents that all amounts billed to MST are (1) actually incurred; (2) reasonable in amount; (3) related to this contract; and (4) necessary for performance of the services. MST shall pay no expenses unless specifically allowed by this contract.

4.03 Payment Procedures

All payments to Contractor for services rendered shall be paid in arrears, after the service has been provided. MST shall reimburse Contractor within twenty-eight (28) calendar days of receipt of all Contractor invoices. The submission of incomplete or inaccurate invoices by Contractor may delay payments to Contractor. Acceptance of invoice(s) is within MST sole discretion.

In the event MST disputes any amount on Contractor's invoice, MST shall provide written notice of the disputed amount and shall withhold the amount from the payment of the invoice but shall pay the undisputed amount on a timely basis. MST and Contractor shall then meet to resolve any disputed amounts.

4.04 Invoices shall be mailed to:

Monterey-Salinas Transit
One Ryan Ranch Road
Monterey, CA 93940-5795
Attention: Accounts Payable

MST shall mail payments to:

Contractor
Street Address
City, State, Zip
Attention: Accounts Receivable

5. NOTICES

All notices under this Contract shall be deemed duly given upon delivery, if delivered by hand; or three (3) days after posting, if sent by registered mail, receipt requested; to a party at the address set forth or to such other address as a party may designate by notice pursuant hereto.

Monterey-Salinas Transit
One Ryan Ranch Road
Monterey, CA 93940
Attention: Sandra Amorim
Purchasing Manager

CONTRACTOR

Please provide primary contact information.

Attention: _____

6. AUTHORITY

Each party has full power and authority to enter into and perform this Contract and the person signing this Contract on behalf of each has been properly authorized and empowered to enter into it. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

Monterey-Salinas Transit

CONTRACTOR

Carl Sedoryk Date
General Manager/CEO

Name Date
Position

Approved as to Form:

David C. Laredo Date
MST Counsel

SECTION 6
FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS
FOR
CONSTRUCTION CONTRACTS

1.0 GENERAL

This Contract is subject to the terms of a financial assistance contract between MST and the Federal Transit Administration (FTA) of the United States Department of Transportation.

2.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS

In accordance with 18 U.S.C. 431, no member of, nor delegates to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.

3.0 INELIGIBLE CONTRACTORS

Neither Contractor, nor any officer or controlling interest holder of Contractor, is currently, or has been previously, on any debarred bidders list maintained by the United States Government.

4.0 CIVIL RIGHTS REQUIREMENTS

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

4.1 Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

4.2 Equal Employment Opportunity

The following equal employment opportunity requirements apply to the underlying contract:

If awarded an Agreement or Purchase Order resulting from this IFB, the successful BIDDER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The successful BIDDER shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the BIDDER agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

6.0 CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS (Applicable only to contracts in excess of \$100,000)

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

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

7.0 ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 USC Section 6321, et seq.).

8.0 AUDIT AND INSPECTION OF RECORDS (Applicable only to sole source or negotiated contracts in excess of \$10,000)

Contractor agrees that MST, the Comptroller General of the United States, or any of their duly authorized representatives shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project. Further, Contractor agrees to maintain all required records for at least three years after MST makes final payments and all other pending matters are closed.

9.0 LABOR PROVISIONS (Applicable only to contracts of \$2,500.00 or more that involve the employment of mechanics or laborers)

9.1 Overtime Requirements

No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1 1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, whichever is greater.

9.2 Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for MST of Columbia or a territory, to such MST or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of which such individual was required or permitted to work in excess of eight (8) hours in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.

9.3 Withholding for Unpaid Wages and Liquidated Damages

DOT or MST shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be

determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.

9.4 Non-construction Grants

The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Further, MST shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying or transcription by authorized representatives of DOT and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

9.5 Subcontracts

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in sub-paragraph (1) through (5) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (5) of this paragraph.

10.0 FEDERAL CHANGES

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

11.0 RECYCLED PRODUCTS

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

12.0 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

13. FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

14.0 BREACHES AND DISPUTE RESOLUTION (for contracts exceeding \$100,000)

Disputes arising in the performance of this contract, which are not resolved by agreement of the parties, shall be decided in writing by the MST General Manager/CEO. This decision shall be final and conclusive unless within fourteen (14) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the MST General Manager/CEO.

In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard by the MST Board of Directors and to offer evidence in support of its position. The decision of the MST Board of Directors shall be binding upon the Contractor and the Contractor shall abide by the decision.

In the event of any dispute that results in litigation or arbitration arising from or related to the services provided under this Contract, the prevailing party will be entitled to recovery of all reasonable costs incurred, including that party's time, court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party and shall not require initiation of a separate legal proceeding.

Unless otherwise directed by MST, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

15.0 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

16.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

MST has not established a Disadvantaged Business Enterprise (DBE) Availability Advisory Percentage for this Agreement. This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Bidders who obtain DBE participation on this contract will assist the California Department of Transportation in meeting its federally mandated statewide overall DBE goal.

DBE and other small businesses, as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. Department of Transportation assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

Any subcontract entered into as a result of this Agreement shall contain all of the provision of this section.

17.0 CONFLICT OF INTEREST

No employee, officer or agent of MST shall participate in selection, or in the award of administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when (1) the employee, officer or agent; (2) any member of his or her immediate family; (3) his or her partner; or (4) an organization that employs, or is about to employ, has a financial or other interest in the firm selected for award. MST's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors or parties of sub-agreements.

18.0 BONDING REQUIREMENTS (for contracts exceeding \$100,000)

A. Bidders Security

1. All bids must be accompanied by bidder security in an amount not less than five percent (5%) of the Total Contract Price, payable to MST. The Bidder's Security must be in the form of cash, a cashier's check, a certified check, or a Bidder's Bond or a combination thereof. If a Bidder's Bond is furnished, it must conform to the form enclosed in the IFB.

2. Documents and the surety thereon must be a fully qualified surety company acceptable to MST, listed as a company possessing the authority to issue surety bonds in the State of California. Bidder's securities will be held until the Contract has been fully executed, after which all Bidders' securities, except any Bidders securities which have been forfeited, will be returned to the respective Bidders as soon as practicable but in no event beyond sixty days from the award of the contract.

B. Payment Bond

A payment bond in the form set forth in the IFB shall be executed within ten working days after the signing of a Contract in an amount not less than

one hundred percent (100%) of the Contract price. The payment bond shall provide MST with security for Contractor's full payment to all subcontractors for costs of materials, equipment, supplies, and labor furnished in the course of performance of the Contract.

C. Performance Bond

A performance bond in the form set forth in the IFB shall be executed within ten working days after the signing of a Contract in an amount not less than one hundred percent (100%) of the Contract price. The performance bond shall guarantee the Contractor's faithful performance of the Contract in compliance with all terms, conditions and requirements specified in the Contract documents.

19.0 DEBARRED BIDDERS

The Contractor, including any of its officers or holders of a controlling interest, is obligated to inform MST whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should the Contractor be included on such a list during the performance of this project, Contractor shall so inform MST.

A Debarment and Suspension Certificate, (see Form of Proposal or Bid Form) must be completed and submitted with the bid. A bid which does not include the certificate shall be considered non-responsive.

19.1 PRIVACY (Applicable only to Contracts involving the administration of any system of records as defined by the Privacy Act of 1974, on behalf of the Federal Government)

19.2 General

MST and Contractor agree:

(a) To comply with the Privacy Act of 1974, 5 U.S.C. 552a (the Act) and the rules and regulations issued pursuant to the Act when performance under the Contract involves the design, development or operation of any system of records on individuals to be operated by MST, its contractors or employees to accomplish a Government function.

(b) To notify the Government when MST or Contractor anticipates operating a system of records on behalf of the Government in order to accomplish the requirements of this Agreement, if such system contains information about individuals which information will be retrieved by the individual's name or other identifier assigned to the individual. A system of records subject to the Act may not be employed in the performance of this Agreement until the necessary approval and publication requirements applicable to the system have been carried out. MST or Contractor, as

appropriate, agrees to correct, maintain, disseminate, and use such records in accordance with the requirements of the Act, and to comply with all applicable requirements of the Act.

(c) To include the Privacy Act Notification contained in this Agreement in every subcontract solicitation and in every subcontract when the performance of Work under the proposed subcontract may involve the design, development or operation of a system of records on individuals that is to be operated under the Contract to accomplish a Government function; and

(d) To include this clause, including this paragraph in all in subcontracts under which Work for this Agreement is performed or which is awarded pursuant to this Agreement or which may involve the design, development, or operation of such a system of records on behalf of the Government.

19.3 Applicability

For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a Government function, MST, third party contractors and any of their employees are considered to be employees of the Government with respect to the Government function and the requirements of the Act, including the civil and criminal penalties for violations of the Act, are applicable except that the criminal penalties shall not apply with regard to contracts effective prior to September 27, 1975. In addition, failure to comply with the provisions of the Act or of this clause will make this Agreement subject to termination.

20.0 NEW RESTRICTIONS ON LOBBYING

A Restriction on Lobbying Certificate must be completed and submitted with the bid. A bid which does not include the certificate shall be considered non-responsive.

20.1 Prohibition

(a) Section 1352 of Title 31, U.S. Code, provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (b) The prohibition does not apply as follows:
 - (i) Agency and legislative liaison by Own Employees.
 - (ii) Professional and technical services by Own Employees.
 - (iii) Reporting for Own Employees.
 - (iv) Professional and technical services by Other than Own Employees.

20.2 Disclosure

- (a) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, included in Form of Proposal or Bid Forms, that the person has not made, and will not make, any payment prohibited by Section 20.1 of this clause.
- (b) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under Section 20.1 of this clause if paid for with appropriated funds.
- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (c)(2) of this section. An event that materially affects the accuracy of the information reported includes:
 - (i) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (ii) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - (iii) a change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (d) Any person who requests or receives from a person referred to in paragraph (c)(i) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph (c)(i) of this section. That person shall forward all disclosure forms to the agency.

20.3 Agreement

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

20.4 Penalties

- (a) Any person who makes an expenditure prohibited under Section 20.1 of this clause shall be subject to a civil penalty of not less than \$10,000 for each such expenditure.
- (b) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (c) Contractors may rely without liability on the representations made by their sub-contractors in the certification and disclosure form.

21.0 FAIR EMPLOYMENT PRACTICES CERTIFICATE

A Fair Employment Practices Certificate must be completed and submitted with the bid. A bid which does not include the certificate shall be considered non-responsive.

In connection with the performance of work under this contract, the Contractor agrees as follows:

21.1 The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religious creed, ancestry, national origin, sex, marital status, physical handicap or medical condition, as defined in Government Code Section 12926. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, sex, physical handicap, or medical condition as defined in Government Code Section 12926. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Fair Employment Practices section.

21.2 The Contractor will send to each labor union or representative of worker with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

21.3 The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data records by the Fair Employment and Housing Commission, the awarding authority or any other appropriate agency of the State of California designated by the awarding authority for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

21.4 A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment and Housing Act, Government Code Sections 12900 et. seq., shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any, and for refusing to establish, re-establish or renew a pre-qualification rating for the Contractor.

The awarding authority shall deem a finding of willful violation of the Fair Employment and Housing Act to have occurred upon receipt of written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated the Fair Employment and Housing Act and has issued an order under Government Code Section 12970 or obtained an injunction under Government Code Section 12973.

Upon receipt of such written or notice from the Department of Fair Employment and Housing, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his pre-qualification rating will be revoked at the expiration of such period.

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

21.6 Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to prevent the awarding authority from pursuing any other remedies that may be available at law.

21.7 The Contractor will include the provisions of the foregoing paragraphs 1 through 6 in every first tier subcontract, if any, so that such provisions will be binding upon each such subcontractor.

21.8 Statements and Payrolls. The Contractor shall maintain his records in conformance with the requirements in the Specifications and the following provisions:

- a. The submissions by the Contractor of payrolls, or copies thereof is not required. However, each Contractor and subcontractor shall preserve his weekly payroll records for a period of three years from the date of completion of this contract.
- b. The payroll records shall contain the name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid.
- c. The Contractor shall make his payroll records available at the project site for inspection by MST and shall permit MST to interview employees during working hours on the job.

22.0 DAVIS BACON ACT

CONTRACTOR shall comply with the requirements mandated under the DOL regulations at 29 C.F.R. 5.5. which are incorporated by reference in this contract.

23.0 COPELAND ANTI-KICKBACK ACT

CONTRACTOR shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

24.0 PREVAILING WAGES

CONTRACTOR is responsible to be self-informed regarding the requirements of prevailing wages to Federally-funded projects within the State of California and the County of Monterey. Wage determinations may be accessed at www.dirca.gov/dlsr.

Section 7

MONTEREY-SALINAS TRANSIT (MST) FORMAL PROTEST PROCEDURES

PROCUREMENT PROTESTS

a. Any actual or prospective bidder, or contractor whose direct economic interest would be affected by the award of the contract or the failure to award the contract may file a protest, claim or dispute with MST pursuant to these protest procedures prior to filing any protest, claim or dispute with the Federal Transit Administration (FTA).

Protests, claims or disputes, where applicable, shall be in writing and filed with MST directed to the General Manager/CEO, One Ryan Ranch Road, Monterey, California 93940

b. Pre-Award Protest

A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. In that case, the protest shall be submitted within five (5) calendar days after such aggrieved person knows or should have known of the facts giving rise to the protest. The protest shall clearly identify (1) the name, address, and telephone number of the protestor; (2) the grounds for the protest, any and all documentation to support the protest and the relief sought; and (3) steps that have been taken to date in an attempt to correct the alleged problem or concern.

In the event of a complete and timely pre-award protest under this section, the Procurement Manager shall not proceed further with the solicitation or award of the contract prior to five days after the Resolution of the protest, unless MST determines that:

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

MST shall immediately notify FTA in the event it determines that the award is to be made during the five day period following the local protest decision or the pending of a protest.

When a pre-award protest, claim or dispute is received by MST the General Manager/CEO shall review it and prepare a written response to each material issue raised in the protest which shall be forwarded to all interested parties prior to the opening of the bids or proposals. This response shall be considered an addendum to the Request for Proposals or Invitation for Bids.

If the protestor is not satisfied with the General Manager/CEO's Response he/she shall file a written protest directly with the Board of Directors of MST within 5 calendar days after receipt of the General Manager/CEO's response, which shall include the information of the initial protest and the General Manager/CEO's response and any additional information deemed relevant. The Board may hear and decide the claim or may delegate all or part of its authority to a hearing officer (other than the Purchasing Manager or the General Manager/CEO) or an ad hoc or standing committee of the Board. The Board's decision shall be in writing and shall be forwarded to the protestor, the contractor and all interested parties. The decision of the Board of Directors of MST shall be final. The protestor shall also be informed of any available appeal rights to FTA. (See below)

If, prior to the bid opening or the closing date for receipt of proposals, the Purchasing Manager, or the General Manager/CEO, or the Board of Directors, after consultation with MST's legal counsel, determines that a solicitation is in violation of federal, state or local law, then the solicitation shall be canceled or revised to comply with the applicable law.

c. Award and Post-Award Protest

A protest, dispute or claim with respect to the award of a contract either through solicitation of bids or proposals or through direct negotiation shall be submitted in writing to the General Manager/CEO of MST for a decision no later than ten (10) calendar days from the notice of award or non-award of the procurement contract. Protests, disputes or claims include, without limitation, disputes arising from the actual selection of the contractor, disputes arising from the criteria utilized to select the contractor, disputes arising under the contract, and those based upon breach of contract, mistake, misrepresentation, or other causes for contract modification or rescission.

All claims shall clearly identify (1) the name, address, and telephone number of the protestor; (2) the grounds for the protest and the relief sought; and (3) the steps that have been taken to date in an attempt to correct the alleged problem or concern. Claims shall also contain all supporting documentation.

The decision of the General Manager/CEO shall be issued within a reasonable time period not to exceed 60 days and shall be in writing, and shall respond to each material issue raised in the protest, and shall be immediately mailed or otherwise furnished to the protestor, contractor and all interested parties when completed. The decision shall

state the reasons for the decision; the means to correct any problem or concerns raised, if applicable, and shall inform the protestor of its appeal rights.

Within five calendar days from the date of receipt of the decision of the General Manager/CEO, the protestor shall mail or otherwise deliver a written appeal to the General Manager/CEO for consideration by the Board of Directors of MST. The Board may hear and decide the claim or may delegate all or part of its authority to a hearing officer (other than the Purchasing Manager or the General Manager/CEO) or an ad hoc or standing committee of the Board. The Board shall have 60 days to render a final decision. The Board's decision shall be in writing and shall be forwarded to the Protestor, the Contractor and all interested parties. The decision of the Board of Directors of MST shall be final. The Protestor shall also be informed of any available appeal rights to FTA.

If, after an award, the Purchasing Manager or General Manager/CEO or Board as appropriate, determines that a solicitation or award of a contract was in violation of applicable law, then the following provisions apply:

- (a) If the person awarded the contract has not acted fraudulently or in bad faith:
 - (i) The contract may be ratified and affirmed, provided MST determines that doing so is in the best interests of MST; or
 - (ii) The contract may be terminated and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract, plus a reasonable profit, prior to the termination; or
- (b) If the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void or voidable, if the Transit MST determines such action is in the best interests of the Transit MST.

d. FTA Protests

Under certain limited circumstances, and after the protestor has exhausted all administrative protest remedies made available to him/her at MST level, an interested party may protest to the Federal Transit Administration (FTA) the award of a contract pursuant to an FTA grant within five days of the final decision on the protest filed with MST by the protestor or five days after the protestor knows or has reason to know that MST has failed to render a final decision.

FTA's review of any protest will be limited to the following:

- a. FTA will only review protests regarding the alleged failure of MST to have written protest procedures or alleged failure to follow such procedures.

b. Alleged violations on other grounds are under the jurisdiction of the appropriate State of local administrative or judicial authorities. Alleged violations of a specific Federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that Federal regulation. See, e.g., "Buy America Requirements," 49 CFR Part 661 (Section 661.15); "Participation by Minority Business Enterprise in Department of Transportation Programs," 49 CFR Section 23.73.

c. FTA will only review protests submitted by an interested party as defined as a bidder or offerer whose direct economic interest would be affected by the award of the contract or by failure to award the contract.

A protest with the Federal Transit Administration must be filed in accordance with Federal Transit Administration Circular 4220.1E, as periodically updated.

The protest filed with FTA shall:

- (a) Include the name and address of the protestor.
- (b) Identify the grantee, project number and the number of the contract solicitation.
- (c) Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures. (The grounds for protest filed with FTA must be fully supported to the extent feasible. Additional materials in support of an initial protest will only be considered if authorized by the FTA regulations.)
- (d) Include a copy of the protest filed with the Transit MST, and a copy of MST's decision, if any.
- (e) Indicate the ruling or relief desired from FTA.
- (f) A copy of such protest shall be filed with the General Manager/CEO of MST.

MST shall not make an award during a properly filed protest with the Federal Transit Administration unless MST determines that:

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

The Transit MST shall notify the Contractor of the protest if award has been made or, if no award has been made, will notify all interested parties. The Transit MST shall

instruct all who receive such notice that they may communicate further directly with FTA.

When a protest, claim or dispute has been filed with FTA, the Transit MST shall submit the following information not later than 10 days after receipt of notification by FTA of the protest.

1. A copy of MST's protest procedure;
2. A description of the process followed concerning the protestor's protest; and
3. Any supporting documentation.

The protestor must submit any comments on MST's submission not later than ten days after the protestor's receipt of MST's submission.

SECTION 8

FORMS AND CERTIFICATIONS

The following FTA and MST forms/certifications are to be executed by every bidder and enclosed with the proposal. Proposals received without these forms/certifications completed will not be considered.

Contact by mail, Telephone or Fax MST's, Purchasing Manager for the appropriate forms, if the Bidder is or wants to qualify as DBE.

One Ryan Ranch Road
Monterey, California 93940
Telephone (831) 899-2558
Fax (831) 899-3954

The person signing the certification shall state his address and official capacity.

BUY AMERICA PROVISION (Only for Contracts above \$100,000)

This procurement is subject to the Federal Transportation Administration (FTA) Buy America Requirements in 49 CFR part 661.

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

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

A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this procurement be investigated, the successful bidder/proposer has the burden of proof to establish that it is in compliance.

A waiver from the Buy America Provision may be sought by MST if grounds for the waiver exist.

Section 165(a) of the Surface Transportation Act of 1982 permits FTA participation on this contract only if steel and manufactured products used in the contract are produced in the United States.

**BID BOND
FOR
MONTEREY SALINAS TRANSIT**

KNOWN ALL MEN BY THESE PRESENTS that _____,
as BIDDER, and _____, as SURETY, are held
and firmly bound unto Monterey Salinas Transit, as MST, in the sum of
_____ dollars (\$ _____), which is five
percent (5%) of the total amount bid by BIDDER to MST for the above stated project, for
the payment of which sum, BIDDER and SURETY agree to be bound, jointly and
severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about
to submit a bid to MST for the above stated project, if said bid is rejected, or if said bid is
accepted and a Contract is awarded and entered into by BIDDER in the manner and
time specified, then this obligation shall be null and void, otherwise it shall remain in full
force and effect in favor of MST.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and
seals, this _____ day of _____, 2012.

BIDDER

SURETY

Subscribed and sworn to this _____ day of _____, 2012.

NOTARY
PUBLIC

Provide BIDDER/SURETY name, address and telephone number and the name, title,
address and telephone number of authorized representative.

BUY AMERICA CERTIFICATE

SELECT AND COMPLETE **ONLY ONE** CERTIFICATE FOR BUY AMERICA

Certification requirement for procurement of steel, iron, or manufactured products.

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

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature_____

Company Name_____

Title_____

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

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date_____

Signature_____

Company Name_____

Title_____

DEBARMENT AND SUSPENSION CERTIFICATE

CERTIFICATION OF POTENTIAL CONTRACTOR REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

The primary participant, _____ certifies or
(firm name/principal)
affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. sections 3801 et seq. are applicable thereto.

Signature and Title of Authorized Official

Date

CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO MONTEREY-SALINAS TRANSIT:

The undersigned, in submitting a bid for performing the following work by contract, hereby certifies that the bidder will meet the above standards of affirmative compliance with the Fair Employment and Housing Act, Government Code Sections 12900, et seq.

_____		_____	
Date		Company	
_____		_____	
Address		Signature	
_____		_____	
Number & Street		Name of Signer	
_____		_____	
City		Title	
State		_____	
Zip Code		_____	
_____		_____	
Telephone		_____	

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under penalty for perjury:

1. That I am the bidder or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
2. That the attached bid or bids has been arrived at by the bidder independently and have been submitted without collusion and without any agreement, understanding, or planned course of action with any other vendor of materials, supplies, equipment, or service described in the invitation to bid, designed to limit independent bids or competition;
3. That the contents of the bid or bids has not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and,
4. That I have fully informed myself regarding the accuracy of the statement made in this affidavit.

SIGNED _____

FIRM
NAME _____

Subscribed and sworn to before me this _____ day of _____, 2012

Notary Public

My commission expires _____, _____

Bidder's E.I. Number _____
(Number used on employer's Quarterly Federal Tax Return)

DISADVANTAGED BUSINESS ENTERPRISE

If you desire to qualify for Disadvantage Business Enterprise (DBE) status the web address for California Unified Certification Program (UCP) is:

<http://www.dot.ca.gov/hq/bep/ucp.htm>

If you are a DBE, please provide a copy of your UCP certificate.

AFFIDAVIT FOR DISADVANTAGED BUSINESS ENTERPRISE

STATE OF _____:

COUNTY OF _____(CITY) OF _____

I HEREBY DECLARE AND AFFIRM THAT I AM THE

_____(Title)

and duly authorized representative of _____ (name of corporation/firm) whose address is _____.

I hereby declare and affirm that my firm is a certified Disadvantaged Business Enterprise or Women-Owned Business Enterprise as defined by California Unified Certification Program. The above, named firm will provide MST with a copy of the document from the California Unified Certification Program so affirming their DBE status.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

_____(Name)_____(DATE)

STATE OF _____:

COUNTY (CITY) OF _____:

On this _____ day of _____, 2012

DBE PARTICIPATION FORM

Separate information is required for each DBE subcontractor. This form may be duplicated as necessary.

1. DBE Firm Name: _____
Address: _____

2. Dollar amount awarded: _____
3. Description of work to be performed : _____

4. CONTRACTOR'S COMMITMENT TO USE DBE FIRM

_____ is committed to utilize the DBE
(Name of Contractor)

contractor to utilize the above named DBE subcontractor/supplier in the manner
and amount described on this form.

Dated _____
(Authorized Signature)

5. DBE'S COMMITMENT TO PARTICIPATE

_____, as a DBE firm, is committed to
(Name of subcontractor/supplier)

perform the work as described above for the amount specified.

Dated _____
(Authorized Signature)

**ENDORSEMENT TO BE ATTACHED TO WORKERS' COMPENSATION
POLICY**

WAIVER OF SUBROGATION

Policy Number: _____

Effective Date: _____ Expiration Date: _____

Named Assured and Address: _____

This is to certify that the policy indicated above, issued by the

Name and Principle Office of Insurance Company

To the Assured named above, is endorsed as follows:

It is understood and agreed the Company waives any right of subrogation against Monterey-Salinas Transit, which might arise by reason of any payment under the policy for work performed by Assured under Contract Number _____.

Insurance Company

By:

I am an officer _____ employee _____ agent _____

Of the above company (indicate which).

Date: _____

AGENTS MUST FURNISH
CALIFORNIA LICENSE NUMBER:

CAUTION: The person executing this Certification is caution to make certain that he/she has the authority to execute this Certificate on behalf of the Insurance Company.