



**METROPOLITAN TRANSPORTATION COMMISSION**  
**SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS**

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 Association of Bay Area Governments

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 Deputy Executive Director

November 25, 2013

**Solicitation of Quotations**

The Metropolitan Transportation Commission Service Authority for Freeways and Expressways (MTC SAFE) is inviting your company to respond to this Solicitation of Quotations (SOQ) to:

**Provide 500 "Call 511 Freeway Assist" Signs**

Interested parties must provide a quote on the attached Quotation Form (*Attachment B*), based on the attached Specifications (*Attachment A*) by hand-delivery, mail or email no later than **2:00 p.m., December 12, 2013**. **Quotes received after that date and time will not be considered.** Quotes should be submitted to Sze Lei Leong, Project Coordinator, MTC SAFE, Joseph P. Bort MetroCenter, 101 - 8<sup>th</sup> Street, Oakland, CA 94607 or by email to [sleong@mtc.ca.gov](mailto:sleong@mtc.ca.gov).

MTC SAFE is seeking to purchase 500 "Call 511 Freeway Assist" Signs with hardware included. These signs will be installed by a separate contractor in locations where call boxes are to be removed throughout the San Francisco Bay Area. Specifications for the signs, including dimensions, sign type and thickness, is shown in *Attachment A*. A completed Quotation Form (*Attachment B*) with the required information must be submitted.

An award, if made, will be to the responsible bidder who submits the lowest quote in the "Total Bid Price" space on the *Attachment B, Quotation Form*, for the specified items and services described in *Attachment A*. MTC SAFE reserves the right to incorporate a vendor's references in the final decision.

If needed, the selected vendor may be asked to participate in a conference call with MTC SAFE staff prior to issuance of a Purchase Order (PO). A copy of the terms and conditions in MTC SAFE's standard PO with additional requirements applicable to this SOQ, is included as *Attachment C, General Conditions for Purchase Orders*. MTC SAFE's selection dispute procedure is attached as *Attachment D*.

Please feel free to contact Sze Lei Leong at (510) 817-5803 or [sleong@mtc.ca.gov](mailto:sleong@mtc.ca.gov) if you have any questions.

Sincerely,

Andrew B. Fremier  
 Deputy Executive Director

ABF:sl

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## ATTACHMENT A SPECIFICATIONS FOR “CALL 511 FREEWAY ASSIST” SIGN

### General Specifications:

- The sign design and layout shall conform to the specifications described in the California Manual on Uniform Traffic Control Devices (MUTCD) for SG49C (See Page 3). A digital version of the 511 logo will be provided by MTC SAFE. **Please note that “CC 80 123” shall not be printed on the sign during the printing process.** Dimensions noted in the table are in inches. Refer to <http://mutcd.fhwa.dot.gov/SHSe/Alphabets.pdf> for letter height and type.
- The sign shall be manufactured from .080 aluminum.
- The sign shall be Type IV, with blue silkscreened on prismatic backing.
- Each sign will be mounted on an existing 14 foot 4 inch diameter galvanized pole by a separate contractor. Sign vendor shall be responsible for providing all hardware necessary to securely mount the sign on the pole, minimizing twisting from wind. Hardware shall include, but is not limited to, saddles, brace brackets, banding bolts, nuts, washers, and strapping buckles.
- Vendor shall drill all necessary holes for each sign for installation purposes at locations specified by MTC SAFE staff prior to delivery.

### Scope of Work:

- An electronic version (i.e., pdf, Illustrator file, etc.) of the final sign layout must be emailed to the MTC SAFE Project Coordinator prior to proceeding with sign manufacturing. Should the electronic file not be accepted by MTC SAFE, MTC SAFE will identify any deficiencies within three (3) working days and the vendor shall correct the deficiencies and resubmit the updated electronic file.
- Following review and approval of the electronic version, the vendor may proceed with manufacturing and delivering the initial unit (“first article”) of the sign and hardware. MTC SAFE staff will specify the measurements/placement for where the two holes must be drilled for installation purposes. Should the initial unit not be accepted by MTC SAFE, MTC SAFE will identify any deficiencies within three (3) working days and the vendor shall correct the deficiencies and redeliver an updated initial unit.
- Following approval of the initial unit of the sign and hardware by MTC SAFE, the vendor may proceed with the manufacturing and delivery of the remaining signs and hardware.

### Delivery:

- Delivery of all items will be to a location within the 9-county San Francisco Bay Area to be determined at a later time. These counties may include Alameda, Contra Costa, Marin, Napa, San Mateo, San Francisco, Santa Clara, Solano, and Sonoma. Delivery of all items shall be made within six (6) weeks of the effective date of the Purchase Order (PO) for MTC SAFE’s inspection and acceptance. MTC SAFE anticipates that it will issue a PO within 10 days of receiving quotes.

**ATTACHMENT A (continued)**  
**SPECIFICATIONS FOR “CALL 511 FREEWAY ASSIST” SIGN**

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION



- NOTES:  
 1. Reduce letter spacing to fit text to 35" maximum width.  
 2. Use 3" peel and stick lettering, to be applied to the sign during installation only.

**SG49C (CA)**

ENGLISH UNITS

A	B	C	D	E	F	G	H	J
42	54	.75	3.75	12	3.375	6D	3	4.5

Preliminary dimensions only. Final dimensions shall be provided

COLORS: BORDER & LEGEND - WHITE (RETROREFLECTIVE)  
 BACKGROUND - BLUE (RETROREFLECTIVE)



**III. Vendor's References (Provide 2)**

**1. Client's Name**

Contact Person
Address
City & Zip Code
Phone Number & Email

**2. Client's Name**

Contact Person
Address
City & Zip Code
Phone Number & Email

**IV. Signature of Authorizing Official**

Name of Bidding Company	
Address, Street	
Address, City, State, Zip	
Phone Number	
Fax Number	
Email Address	
Name of Authorizing Official	
Signature	

## ATTACHMENT C GENERAL CONDITIONS FOR PURCHASE ORDERS

1. **DEFINITIONS**
  - a. **MTC.** Includes the Metropolitan Transportation Commission, the Metropolitan Transportation Commission Service Authority for Freeways and Expressways, or the Bay Area Toll Authority.
  - b. **Supplier.** The individual, firm, partnership, corporation or combination thereof to whom a Purchase Order is mailed or otherwise furnished by MTC.
  - c. **Contract.** The legal agreement between MTC and the Supplier, which includes the terms of any written solicitation of Bids or Proposals and any deviation from the written specifications expressly accepted by MTC; the Supplier's bid, proposal, or offer; and all terms and conditions set forth in or attached to this Purchase Order. In the event of a conflict between one or more provisions of the Contract, the more specific or stringent provision with respect to Supplier's performance of the work shall apply.
2. **ACCEPTANCE OF OFFER**

This purchase order constitutes MTC's acceptance of Supplier's offer and becomes a binding contract, as defined above, when it is signed by MTC and mailed to Supplier. No revisions to or assignments of this order shall be valid unless in writing and signed by an authorized representative of MTC.
3. **PERFORMANCE OF WORK**

Supplier shall accomplish all the work and furnish all materials necessary for the completion of the work in a good, workmanlike and thorough manner and to the satisfaction of MTC, in accordance with the Contract.
4. **CONTRACT PRICE**

The firm fixed price(s) or other maximum payment set out in this purchase order, which includes full compensation to Supplier for performing all work required by the Contract, including all applicable federal, state and local taxes.
5. **VARIATION IN QUANTITY, QUALITY OR PERFORMANCE**

Any variation in the quantity, quality or performance of any item or service called for by this order shall be grounds for termination by default by MTC, as provided in 8a, unless approved by MTC in writing.
6. **PACKAGING AND CRATING**

All items shall be packed by Supplier in suitable containers for protection in shipment and storage. Prices set forth in this order include all charges for Supplier's packing, crating and marking for transportation to f.o.b. point.
7. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Supplier
8. **TERMINATION**
  - a. If Supplier fails to comply with any of the provisions of the Contract, or in the event Supplier becomes the subject of a proceeding under state or federal law for relief of creditors, or if Supplier makes an assignment for the benefit of creditors, MTC shall have the right to hold Supplier in default and cancel this order in whole or in part. In each event, MTC may obtain the items covered by the cancelled order from another Supplier and, if Supplier was selected as a result of a competitive procurement process, Supplier shall reimburse MTC for the excess cost to MTC, if any.
  - b. Without affecting its right to cancel this order under paragraph (a) above, MTC may terminate this order in whole or in part prior to shipment of goods or provision of services at no cost by providing written notice to the Supplier. In such event, MTC shall reimburse Supplier for non-recoverable costs incurred to date, not to exceed the Contract Price.
9. **SCHEDULE**

Unless otherwise agreed, material commitments and production arrangements should not be made by Supplier in excess of the amount or in advance of the time necessary to meet the specified delivery schedule. Time is of the essence in filling this order, and it is Supplier's responsibility to comply with MTC's delivery directions and/or schedule. Failure to deliver any item or provide any service called for by the contract within the time called for shall be grounds for termination for default as provided in 8.a.
10. **INDEMNIFICATION**

Supplier shall indemnify, defend and hold harmless MTC and its commissioners, directors, officers, agents, and employees from and against all claims, demands, suits, loss, damage, injury and liability (including any and all costs and expenses incurred in connection therewith) incurred by reason of any negligent or otherwise wrongful act or omission of Supplier in connection with Supplier's performance of the Contract, including delivery of materials or equipment to MTC at the time and point of delivery indicated when delivery is an obligation of Supplier under the Contract.
11. **INDEPENDENT CONTRACTOR**

Supplier is an independent contractor and not an employee or agent of MTC.
12. **PAYMENT**

Supplier shall submit an invoice to MTC within thirty days after completion of work, unless otherwise specified in purchase order. MTC will pay invoices no later than thirty (30) days after their receipt conditioned upon approval of work done and amount billed. Invoices shall be made in writing and delivered or mailed to MTC as follows: Accounting Section, MTC, Joseph P. Bort MetroCenter, 101 Eighth Street, Oakland, CA 94607-4700.

## **ATTACHMENT D SOQ PROTEST PROCEDURE**

**A bidder may object to a provision of the SOQ on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular consultant on the grounds that MTC SAFE procedures, the provisions of the SOQ or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:**

- 1) No later than three (3) working days prior to the date SOQs are due, for objections to SOQ provisions; or
- 2) No later than three (3) working days after the date on which the bidder is notified that contract award has been authorized to another bidder, for objections to vendor selection.

The MTC SAFE Section Director responsible for the procurement will respond to the protest in writing, based on the recommendation of a staff review officer. Should the bidder wish to appeal the decision of the MTC SAFE Section Director it may file a written appeal with the MTC SAFE Executive Director, no later than three (3) working days after receipt of the written response from the MTC SAFE Section Director. The Executive Director's decision will be the final agency decision.

Authorization to award a contract to a particular bidder shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the MTC SAFE Section Director or if the MTC SAFE Section Director's decision is appealed, the decision of the MTC SAFE Executive Director.