

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Invitation for Bids for Bus Parts Inventory

Addendum Number 1 – Issued April 4, 2016

The Santa Barbara Metropolitan Transit District (MTD) herewith issues this Addendum No. 1 to its *Invitation for Bids for Bus Parts Inventory* issued March 15, 2016. In accordance with section 1.3 of the Solicitation Instructions one question was received by the deadline of 5:00 PM April 1, 2016 and has resulted in the below changes to the IFB that are reflected in the attached “red-line” pages which are to replace the corresponding pages in the original IFB. Except as modified by this addendum, all other terms and conditions of the IFB remain unchanged.

- A1-1. Change to Requirements for Employee Dishonesty/Fidelity Bond—MTD has determined that bonding or insurance pertaining to employee dishonesty is not required and references to employee dishonesty/fidelity bond or insurance are hereby removed from the IFB. However, removal of this requirement does not release the contractor of financial responsibility to cover the cost of any MTD property stolen by a contractor’s employee. As a result, the following changes were made to the IFB:
- a. To the Solicitation Instructions Project Summary Sheet under “Bonding Required:” replaced “Employee Dishonesty/Fidelity Bond (no bid or performance bond)” with “None.”
 - b. In Section 2.2 of the Solicitation Instructions deleted the second sentence beginning “The insurance requirements . . .”
 - c. In the Master Agreement deleted subsection 18f entitled “Employee Dishonesty Insurance (Fidelity Bond)” and relabeled the following subsection as “f. Other Insurance.”

End of Addendum



Invitation for Bids for Bus Parts Inventory

SOLICITATION INSTRUCTIONS

Project Summary Sheet

Solicitation Issuance Date: Tuesday, March 15, 2016, revised by Addendum 1, April 4, 2016

Project Description: Provide next 3 annual inventory counts of public transit agency bus parts.

Project Locations: MTD Maintenance Department at 550 Olive Street, Santa Barbara, CA 93101

Pre-Bid Meeting Date/Time: Tuesday, March 29, 2016, at 10:00 AM (**Mandatory**)

Pre-Bid Meeting Location: MTD Olive Terminal, 550 Olive Street, Santa Barbara, CA 93101

Requests/Clarifications Deadline: Friday, April 1, 2016, at 5:00 PM

Bid Due Date/Time: Tuesday, April 12, 2016, at 2:00 PM

Bid Due Location: MTD Administrative Offices, 550 Olive Street, Santa Barbara, CA 93101
Reception Desk on 2nd Floor (bids opened in downstairs auditorium)

Bid Contents: Include the following forms: Price Bid, Bidder Information, References & Suppliers, Noncollusion Declaration & Compensation Certification, and Acknowledgement of Addenda

Contract Award Date: Tuesday, April 19, 2016 (anticipated)

Solicitation Contact: Ken Mills, Project Manager, (805) 832-3024, kccmills@dslextreme.com
During the period March 18-25, 2016, contact Ryan Gripp, Procurement Specialist, (805) 883-4241, rgripp@sbmtd.gov

Type of Solicitation: Sealed invitation for bids with award to low responsive, responsible bidder

Type of Contract: Fixed price

Licenses Required: City of Santa Barbara Business License

Bonding Required: ~~Employee Dishonesty/Fidelity Bond (no bid or performance bond)~~ None

Check MTD website at <http://www.sbmtd.gov/business-and-employment/active.html> for updates.

been noted as not necessary on the form. Completion of the "Work References" section is required. **Please list contact names and phone numbers that are CURRENT.**

Noncollusion Declaration and Compensation Certification—The enclosed *Noncollusion Declaration* form, the lower part of which includes the *Compensation Certification* regarding compliance with Workers' Compensation requirements, requires signatures in two places on the form which shall be included with the bid.

Acknowledgement of Addenda—Bidder shall acknowledge either receipt of each Addendum or that there were no addenda by including in its bid the **fully completed and signed Acknowledgement of Addenda** form in this IFB. **Failure to include the signed Acknowledgement of Addenda form will render the bid non-responsive and it will be rejected.**

2.2 BONDS

~~Bid, performance, or payment bonds are not required for this project. The insurance requirements included in paragraph 18 of the MTD Master Agreement do require an employee dishonesty/fidelity bond. No bonds are required for this project, but the successful bidder is financially responsible for any theft of MTD property by its employees.~~

2.3 BID SUBMISSION & OPENING

One (1) original and two (2) complete copies of the bid shall be submitted in a non-transparent, sealed envelope or appropriate packaging plainly marked on the exterior with the name of the bidder and the following: "Bus Parts Inventory Bid." If using US Mail or a delivery service, bids must still be enclosed in the specified packaging within any delivery service packaging. Bids shall be delivered to:

Santa Barbara Metropolitan Transit District
Olive Fence Replacement Bid
550 Olive Street
Santa Barbara, CA 93101

If hand delivered anytime up to 15 minutes prior to the bid opening, bid should be taken upstairs to the reception desk. After such time, bids should be brought to the 1st floor auditorium.

Bids will be accepted until 2:00 PM, local time, on Tuesday, April 12, 2016. Unless due to the fault of MTD, bids received after such time will not be considered. All bids received by the bid submission deadline will be opened and read aloud at an open public meeting immediately after the submission deadline.

2.4 WITHDRAWAL OF BIDS

A bidder may withdraw a bid prior to the bid opening by submitting a written request signed by the bidder's authorized representative. Such withdrawal does not prejudice the right to resubmit a bid by the deadline. After the bid submission deadline, a bid may be withdrawn only if MTD fails to award the contract within the validity period stipulated on the *Price Bid* form or an agreed upon extension thereof.

2.5 BID STIPULATIONS

Bids submitted as a result of this solicitation become the property of MTD. Bids submitted in response to this IFB will remain valid for 60 calendar days following the bid due date. MTD will not pay any cost incurred by bidder for preparation or delivery of its bid; reserves the sole right to review, accept or reject bids received; and reserves the right to cancel this solicitation in whole or in part if in its best interests to do so.

3 REVIEW & AWARD

3.1 BID DEFECTS OR COLLUSION

MTD may reject any bid that includes deviations or is not prepared in accordance with the instructions and requirements of this solicitation. MTD reserves the right to waive any defects, or minor informalities or irregularities in any bid which do not materially affect the bid or prejudice other bidders. If there is any

F. Medical Expense (any one person) \$5,000

iv. Required Endorsements.

- A. Additional Insured status as required in 18(b)(vii), above.
- B. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.
- C. Personal Injury Liability: The personal injury contractual liability exclusion shall be deleted.
- D. Primary Liability, as required in 18(b)(ix), above.
- E. Waiver of Subrogation, as required in 18(b)(viii), above.
- F. Continuing Commercial General Liability Insurance: Contractor shall maintain such insurance in identical coverage, form, and amount, including required endorsements, for at least three (3) years following the date of acceptance by MTD pursuant to this Agreement.

d. Auto Liability Insurance.

- i. Coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned).
- ii. Form. Business Auto Form (at least as broad as an unmodified ISO CA 0001 or its equivalent).
- iii. Amount of Insurance. Coverage shall be provided with a limit of not less than \$1,000,000, combined single limit.
- iv. Required Endorsements.
 - A. Additional Insured status as required in 18(b)(vii), above.
 - B. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.
 - C. Waiver of Subrogation, as required in 18(b)(viii), above.

e. Workers' Compensation/Employer's Liability Insurance.

- i. Coverage. Such insurance shall cover liability arising out of Contractor's employment of workers and anyone for whom Contractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted.
- ii. Amount of Insurance. Coverage shall be provided with a limit of not less than:
 - A. Workers' Compensation: Statutory limits
 - B. Employer's Liability: \$1,000,000 each accident and disease.
- iii. Required Endorsements.
 - A. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.
 - B. Waiver of Subrogation, as required in 18(b)(viii), above.

~~f. Employee Dishonesty Insurance (Fidelity Bond)~~

- ~~i. Coverage. Such insurance shall include a Third Party Fidelity/Crime Bond covering MTD property in the care, custody or control of the Contractor.~~
- ~~ii. Amount of Insurance. Coverage shall be provided with a limit of not less than \$25,000.~~

~~g.f.~~ Other Insurance. MTD shall have the right, exercisable in its sole judgment at any time by giving prior written notice thereof to Contractor, to require Contractor to increase the limit and coverage amount of any insurance Contractor is required to maintain pursuant to this Agreement to an amount that MTD may, in its sole judgment, deem reasonably sufficient; and purchase other insurance and/or endorsement in such amounts or types as MTD may reasonably require from time to time.

19. Bonding. Not applicable to this contract.

20. Termination. For applicable terms, refer to Paragraph 21 (Termination) in *Federal Transit Administration: Contract Provisions* which is attached hereto as Exhibit "A".