

PROFESSIONAL SERVICES

SIGN AND RETURN THIS PAGE

CONTRACT PROPSAL NO.:

2004-10142 Date: FEB 18, 2004

**AC TRANSIT DISTRICT
Purchasing Department
10626 International Blvd.
Oakland, CA 94603**

**TITLE: POLLING / RESEARCH
CONSULTANT SERVICES**

**PROPOSALS MUST BE RECEIVED at 10626
International Blvd. by 10:00 AM Mar. 03, 2004**

DO NOT INCLUDE SALES OR EXCISE TAXES in
proposal prices.

Sign the proposal, put it in an envelope, and write
the Contract Proposal number and Title on the
outside. Sign and return this page. Retain
Proposer's Duplicate copy for your files.

ALL PROPOSERS COMPLETE THIS SECTION:

2004

Upon execution of a Contract Acceptance form, the undersigned agrees to furnish, subject to provisions on the reverse of this form, all articles or services within the dates specified, in the manner and at the prices stated, in accordance with the advertisement, specifications, proposal, special conditions and general conditions, all of which are made part of the contract proposal, when authorized by Purchase Order, Contract Order, or Letter of Agreement issued by the District.

Name under which
business is conducted: _____

Business street address: _____ Telephone: _____

_____ City State Zip Code

IF SOLE OWNER, sign here:

I sign as sole owner of the business named above:

Signed _____ Typed Name _____

IF PARTNERSHIP OR JOINT VENTURE, sign here:

The undersigned certify that we are partners in the business (joint venture) named above and that we sign this contract proposal with full authority to do so (one or more partners sign):

Signed _____ Typed Name _____

Signed _____ Typed Name _____

IF CORPORATION, sign here:

The undersigned certify that they sign this contract proposal with full authority to do so:

The undersigned certify that they sign this contract proposal with full authority to do so:

Corporate Name: _____

Signed _____ Typed Name _____ Title _____

Signed _____ Typed Name _____ Title _____

Incorporated under the laws of the State of _____

GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR PROPOSERS

1. RENDITION OF SERVICES

The Consultant hereby agrees to undertake, carry out and complete all work established herein in a professional and efficient manner satisfactory to District standards.

The professional service or the performance of work or services required by the District cannot satisfactorily be performed by the regular employees of the District.

2. CONSULTANT'S STATUS

Neither the Consultant nor any party contracting with the Consultant shall be deemed to be an agent or employee of the District. The Consultant is and shall be an independent contractor, and the legal relationship of any person performing services for the Consultant shall be one solely between said parties.

Consultant shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the District, except for service firms engaged in drawing, production, typing and printing. Consultant shall be solely responsible for reimbursing any subcontractors and the District shall have no obligation to them.

3. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by Consultant shall be and are the property of the District and the District shall be entitled to access thereto, and copies thereof, during the progress of the work.

In the event that the work which is the subject of this Agreement is not completed, for any reason whatsoever, all materials generated under this Agreement shall be delivered as the District may direct.

4. RECORDS

The Consultant shall permit the authorized representatives of the District to inspect and audit all data and records relating to performance under this Agreement. Consultant shall maintain all such records for a period of three (3) years after the District makes final payment under this Agreement.

5. TERMINATION FOR DEFAULT

In the event the Consultant breaches the terms or violates the conditions of this Agreement, and does not within ten (10) days of written notice from the District cure such breach or violation, the District may immediately terminate this agreement, and shall pay the Consultant only its allowable costs to the date of termination.

6. TERMINATION FOR CONVENIENCE

The District may terminate this Agreement, in whole or in part, at any time for the District's convenience and without cause at any time by giving the Consultant written notice of termination. The Consultant will be paid for those services performed pursuant to this Agreement to the satisfaction of the District up to the date of notice of termination. The Consultant shall promptly submit its termination claim. If the Consultant has any property in its possession belonging to the District, the Consultant will account for the same and dispose of it in the manner the District directs.

7. NON-DISCRIMINATION

In connection with the execution of any Agreement hereunder, the Consultant shall not discriminate against any applicant or employee on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age as defined in Section 12926 Government Code.

8. INDEMNIFICATION

The Consultant shall indemnify, keep and save harmless the District, its Board of Directors, officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

9. CHANGES

If any changes to the scope of services are sought by either party that would require a modification of the amount of compensation, the changes must be reviewed in advance of any action to implement the change by the Project Manager and the Purchasing Department.

The District may at any time by written order make changes within the Scope of Services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, the Consultant shall notify the District in writing of the amount of time and compensation adjustments that are required.

In the event the Consultant encounters any unanticipated conditions or contingencies that may affect the scope of services and would result in an adjustment to the amount of compensation specified herein, Consultant shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation resulting therefrom.

Any notices shall be given to the District under the NOTICES clause of the Special Conditions. Any and all agreed upon pertinent changes shall be expressed as a written modification to this Agreement prior to implementation of such changes.

10. DISPUTE RESOLUTION

In case any disagreement, difference or controversy shall arise between the parties, with respect to any matter in relation to or arising out of or under this Agreement or the respective rights and liabilities of the parties, and the parties to the controversy cannot mutually agree thereon, then such disagreement, difference, or controversy shall be determined by binding arbitration, according to the rules of the American Arbitration Association.

Any award made by the Arbitrator(s) shall be final, binding and conclusive upon all parties and those claiming under them. The costs and expenses of any Arbitration shall be borne and paid, as the Arbitrator(s) shall, by their award, direct.

The submission to Arbitration is hereby made a condition precedent to the institution of any action at law or in equity with respect to the controversy involved; and such action at law or in equity shall be restricted solely to the subject matter of the challenge of such award on the grounds and only in the manner permitted by law.

11. NO ASSIGNMENT

This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other.

12. PROHIBITED INTERESTS

No member, officer, or employee of the District during his/her tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.

Consultant covenants that it presently has no interest, direct or indirect, which would conflict, in any manner or degree with the performance of the services called for under this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

The District may require Consultant to file an annual Statement of Economic Interest form pursuant to the Political Reform Act of 1974 (Government Code Section 81000 et seq.)

13. WAIVER

Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

14. GOVERNING LAW

This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

15. INSURANCE

Depending on the nature of the services being solicited, the District may have certain minimum insurance requirements.

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16. GENERAL INFORMATION

Alameda-Contra Costa Transit District is a Special District, organized under the laws of the State of California, which provides public transit service to approximately 220,000 riders daily with a fleet of more than 640 buses. The District's service area extends from western Contra Costa County to southern Alameda County. The District has approximately 2,300 employees and is financed through the receipt of transit fares, property taxes, state, and federal funding with annual revenues of nearly \$250 million.

This Request for Proposal (RFP) outlines the scope of the requested services as well as information that should be included in proposals.

To be considered, a complete electronic copy of the technical proposal (**NO COST**) must be received by Jason Hodge at Jhodge@actransit.org no later than **10:00 A.M. on Tuesday, March 03, 2004**. In addition, one (1) original signed paper copy of the written proposal (technical and cost) must be submitted to Joan M. Strahan, Purchasing Department, AC Transit District, 10626 International Blvd., Oakland, California 94603. The paper copy (both technical and cost), if mailed, must be postmarked **no later than midnight on March 03, 2004**. All proposals should be clearly marked **POLLING / RESEARCH CONSULTANT SERVICES. Proposals not received by the designated time will not be considered for award.**

Proposals will remain in effect for ninety (90) days from the designated date for receipt of proposals, unless mutually extended. No pre-award costs will be paid. The General Manager's signature and only his signature will constitute a binding award.

17. SCOPE OF SERVICES

See attached Scope of Services.

18. PROPOSAL REQUIREMENTS

Consultants/firms that are qualified and experienced in conducting public opinion polls and surveys shall submit proposals and qualifications in a brief response to this informal Request for Proposal, including a detailed statement of qualifications. Specifically, proposals shall include the following information, presented in a clear, comprehensive, and concise manner.

- A. Firm name, addresses, telephone numbers and e-mail addresses of principal(s) that will be performing services.
- B. Summary of Approach: brief description of the consultant's approach describing the survey method to be utilized to gauge support for the

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proposed parcel tax District-wide, as well as individual cities and unincorporated areas within the District service area.

- C. Reference: provide a list of at least three (3) recent references from clients for whom the consultant has provided similar services, including public and transportation agencies, if any, specifying:
- Company name
 - Contact person
 - Contact person's phone number
- D. A proposed schedule for the major tasks listed in the Scope of Services taking into consideration the timeline referenced in the SOW.
- E. Total cost for consultant services for the project. (**NOTE: cost portion shall be submitted in paper form only– no cost shall be submitted electronically**).

19. EVALUATION AND AWARD

- A. Evaluation Criteria in descending order of importance:

Technical:

- Summary of Approach
- Proposed Schedule
- References

Cost

- B. Evaluation Process

- All proposals are evaluated and ranked on technical criteria specified in the solicitation.
- Proposals that are technically acceptable are re-evaluated with cost as a consideration.
- Using both technical and cost criteria, proposals are ranked accordingly to a competitive range.
- District may negotiate with all responsible proposers in the competitive range.

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- The District, at its sole discretion, will determine whether to hold discussions with proposers who are in the “competitive range” or to award the contract without discussion based on the initial price proposal.

C. Award

The District reserves the right to award without negotiation. Therefore, contractors are encouraged to submit their best offer initially. The District will award to the proposer whose proposal is most advantageous to the District, with cost and other factors considered. After the District approval of award, unsuccessful proposers will be notified of such award in a timely manner.

20. PROTEST PROCEDURES

A. Protest before Opening

Proposal protests based upon restrictive specifications or alleged improprieties in the proposal procedure shall be filed, in writing, with the Procurement and Materials Director, ten (10) days prior to the proposal opening date. The protest must clearly specify the grounds on which the protest is based and include any supporting information.

B. Protest of Award

A Proposer (or other interested party as defined under the District’s Protest Procedures) may file a protest with the District alleging a violation of applicable federal or state law and/or District policy or procedure relative to the seeking, evaluating and/or awarding of a procurement contract. Such protest must be filed no later than ten (10) days after the date of notice of award or non-award of contract by the District.

Copies of the District’s Procurement Protest Procedures should be obtained from the District’s Procurement and Materials Director. The Procurement Protest Procedures will be provided immediately upon request. **FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS SET FORTH IN THE DISTRICT’S WRITTEN PROPOSAL PROTEST PROCEDURES MAY RESULT IN REJECTION OF THE PROTEST.**

22. PROHIBITED INTERESTS

- A. No member, officer, or employee of the District during his/her tenure or for one year thereafter, shall have any interest direct or indirect, in this Contract or the proceeds thereof.

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- B. Contractor covenants that it presently has no interest, direct or indirect, which would conflict, in any manner or degree with the performance of the services called for under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed by the contractor. The contractor further covenants that it receives no commissions or other payments from parties other than the District as a result of work performed hereunder.
- C. The District may require the contractor to file an annual Statement of Economic Interest form pursuant to the Political Reform Act of 1974 (Government Code Section 81000 et seq.)

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of the district to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which disadvantaged Business Enterprises (DBEs) can compete fairly for contracts and subcontracts relating to the District's construction, procurement and professional services activities. To this end, the District has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. In connection with the performance of this contract, the Contractor will cooperate with the District in meeting these commitments and objectives.

24. VENDOR REGISTRATION

If you are not already an AC Transit registered vendor, an online Vendor Registration is required prior to contract award. Bidders should access www.actransit.org, select: purchasing, online purchasing, and Register as an Online Purchasing User. To complete the process, include a W-9, Request for Taxpayer Identification Number and Certification - containing original signature - in proposals. If online access is not available, contact the Purchasing Department for instructions.

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25. FURTHER INFORMATION

Prospective proposers may contact Joan M. Strahan, (510) 577-8843, between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday, holidays excepted, for further information.

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1. BACKGROUND

AC Transit is the largest public bus-only system in California and the 4th largest in the nation, serving portions of two (2) counties that include the cities of Alameda, Albany, Berkeley, El Cerrito, Emeryville, Fremont, Hayward, Newark, Oakland, Piedmont, Richmond, San Leandro, and San Pablo. The District also serves the unincorporated areas of Ashland, Cherryland, Castro Valley, El Sobrante, Fairview, Kensington, Irvington, North Richmond, and San Lorenzo. The District serves 220,000 riders each day and partners with BART to operate the East Bay Paratransit Consortium under which we jointly provide ADA paratransit service to 700,000 disabled riders annually.

CITY-BY-CITY ANALYSIS

AC Transit has the flexibility to place measures on the ballot throughout our entire service district, or in specific cities within the district. As a result, the consultant will be required to design an instrument and gather data that will allow AC Transit to determine the level of support for the parcel tax district-wide, as well as within each City and unincorporated area. The consultant will also work with the District to determine whether we proceed with a District-wide initiative or a measure placed on the ballot in specific cities and unincorporated areas within the service area.

The Alameda-Contra Costa Transit District is seeking proposals from qualified polling firms to conduct a district-wide, scientifically valid, unbiased poll of voters in the service area to gauge support for a new parcel tax for AC Transit services. The polling data would need to show the amount of money and the type of services voters are most willing to support as part of the assessment. Based on the results of the poll, AC Transit is prepared to submit a parcel tax or bond measure to voters in the November 2004 general election for approval.

2. SCOPE OF SERVICES

The Consultant's scope of services should include but may not be limited to the following tasks:

PHASE I:

- A. Initial meeting with District staff to assess related needs of AC Transit.
- B. Preparation of scientifically valid survey questions based upon identified issues, needs and questions gathered as part of the consultant's work with District staff.
 - presentation of draft survey questions to District staff
 - District approval of final survey instrument;

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- identify adequate & appropriate sample to allow for scientifically valid responses

PHASE II:

- A. Administration of the .
- B. Tabulation of the survey responses in a written report with recommendations and alternatives that encompass all viable.
- C. One (1) staff/consultant workshops to review survey questions and results.
- D. Presentation of the survey results to AC Transit Board of Directors.

This limited duration assignment should last no more six (6) anticipated to start in March 2004 and be completed by August 2004.

2. PROJECT MANAGER

Jason Hodge
Director, External Affairs
(510) 891-7287
jhodge@actransit.org

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THIS CONTRACT is made and entered into this _____ day of _____ 2004, by and between the ALAMEDA CONTRA COSTA TRANSIT DISTRICT (hereinafter referred to as "District"), a special transit district established pursuant to California Public Utilities Code, Section 24501 et seq., and _____ (hereinafter referred to as "Contractor").

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF WORK

Contractor shall furnish the District all materials and services in full accordance with Professional Services Proposal No. 2004-10142 prepared and issued by the District entitled POLLING / RESEARCH CONSULTANT SERVICES dated February 18, 2004.

2. COMPONENT PARTS

This Contract shall consist of the following documents, each of which is on file with the District, and is incorporated into and made a part of this Contract by reference:

- A. This Contract
- B. Request For Proposal No. 2004-10142
- C. Contractor's submitted proposal

3. PERIOD OF PERFORMANCE

Services under this Contract shall commence upon award, and continue for up to _____, unless extended by the parties. Contractor shall not be held liable for delays resulting from problems of scheduling on the part of the District.

4. CONTRACT PRICE

The District agrees to pay the Contractor a Fixed Price lump sum amount of _____ (\$_____) in accordance with their submitted proposal for services performed in accordance with this Contract. The District and the Contractor must mutually agree upon any adjustments in payment. Contractor may bill the District in two (2) increments based on completion of Phase I and Phase II. Invoices for services performed shall be submitted monthly in triplicate by the Contractor to AC Transit Accounts Payable, P.O. Box 28507, Oakland, California. 94604. **Please reference the Contract Number and Purchase Order Number on all invoices.**

5. NOTICES

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Any notice which may be required under this Contract shall be in writing, shall be effective when received, and shall be given by personal service or by certified or registered mail, return receipt requested, to the addresses set forth below or to such other addresses which may be specified in writing by the parties to this Contract.

DISTRICT:

CONTRACTOR

Procurement and Materials Director
10626 International Blvd.
Oakland, California 94603

6. ATTORNEY'S FEES

In the event that it becomes necessary for either party to bring a lawsuit to enforce any of the provisions of the Contract, the parties agree that the court having jurisdiction over such dispute shall have the authority to determine and fix reasonable attorney's fees to be paid to the prevailing party.

7. SEVERABILITY

If any provision of this Contract is declared void or unenforceable, such provision shall be deemed severed from this agreement, which shall otherwise remain in full force and effect.

8. BINDING EFFECT

All of the terms, provisions, and conditions of the Contract hereunder, shall be binding upon and inure the parties hereto and their respective successors, assigns, and legal representatives.

9. CONFLICT OF INTEREST

By signing this Contract, the Contractor covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of the services called for under this agreement. The Contractor further covenants that in the performance of this agreement, no person having any such interest shall be employed by the Contractor, and that the Contractor receives no commissions or other payments from parties other than the District as a result of work performed hereunder.

Failure to comply with this provision serves as a basis for termination for default and the collection of any damages.

10. ENTIRE AGREEMENT

