

PROFESSIONAL SERVICES

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

PROPOSALS MUST BE RECEIVED at 10626
International Blvd. by 10:00 am SEP. 29, 2003

**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.**

SIGN AND RETURN THIS PAGE
CONTRACT PROPSAL NO.:
2003-10137 Date: SEP. 16, 2003

TITLE: Server Infrastructure Study

**DO NOT INCLUDE SALES OR EXCISE TAXES
in proposal prices.**

ALL PROPOSERS COMPLETE THIS SECTION:

_____ 2003

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 Contractor 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. CONTRACTOR'S STATUS

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

Contractor 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. Contractor 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 Contractor 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 Contractor shall permit the authorized representatives of the District to inspect and audit all data and records relating to performance under this Agreement. Contractor 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 Contractor 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 Contractor 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 Contractor written notice of termination. The Contractor 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 Contractor shall promptly submit its termination claim. If the Contractor has any property in its possession belonging to the District, the Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor shall notify the District in writing of the amount of time and compensation adjustments that are required.

In the event the Contractor 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, Contractor 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.

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. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

The District may require Contractor 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.

SERVER INFRASTRUCTURE STUDY

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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 230,000 riders daily with a fleet of over 700 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.

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, one (1) original and two (2) copies of written proposals must be submitted to Sharon E. Dennis, Purchasing Department, AC Transit District, 10626 International Blvd., Oakland, California 94603 no later than 10:00 am on September 29, 2003. All proposals should be clearly marked 2003-10137 SERVER INFRASTRUCTURE STUDY. 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 Scope of Services.

18. PROPOSAL REQUIREMENTS

Interested proposers shall submit proposals and qualifications in a brief response to this informal Request for Proposal, including a detailed statement of qualifications. Each proposal must be submitted in two (2) separate sealed envelopes within the proposal package. Part I will contain all responsive materials except those relating to cost. Part II will contain only information relating to cost. Specifically, proposals shall include, at a minimum, the following information, presented in a clear, comprehensive, and concise manner.

- A. Firm name, address(es), telephone and fax number(s), and E-mail and/or web site address(es).
- B. A short description of your proposed services as they relate to the scope of work.
- C. Qualifications and experience including resumes of those individuals who will be performing the study.

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- D. References from at least three (3) or more recent clients for whom the contractor has provided similar services. Provide a list of references specifying:
- Company name
 - Contact person and contact person's title
 - Contact person's address, phone number, fax, number and e-mail address
- E. Project plan containing proposed timeframe and expected level of participation from District Staff.
- F. Deliverables that contain a final technical report (both print and electronic copies) summarizing the current environment, specifying the recommended configuration and delineating an ordered set of steps to complete the migration.
- G. Provide a fixed hourly rate for each proposed individual who will be working on the study. In addition, provide an estimate of total costs for the study, with a detailed breakdown of services to be provided. The proposal should itemize the estimated costs for completing each of the major tasks outlined plus any additional items that you may propose to undertake. (All costs shall be submitted in a separate envelope when submitting the proposal)

19. EVALUATION AND AWARD

- A. Evaluation Criteria in ascending order of importance:

Cost

Technical:

- References and experience with similar studies
- Qualifications and experience of proposed personnel
- Project plan, including timeframe and deliverables
- Quality of proposal in meeting the requirements of the scope of work, including services to be provided

- B. Evaluation Process

- All proposals are evaluated and ranked on evaluation criteria specified in the solicitation.
- Using both technical and cost criteria, proposals are ranked accordingly to a competitive range.

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- District may negotiate with all responsible proposers in the competitive range.
- 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

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

An Offeror (or other interested party as defined under the District’s Protest Procedures) may file 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 may be obtained from the District’s Procurement and Materials Director. FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS SET FORTH IN THE DISTRICT’S WRITTEN PROPOSAL PROCEDURES MAY RESULT IN REJECTION OF THE PROTEST.

21. 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

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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.

22. INSURANCE

A. Coverage shall be at least as broad as:

1. General Liability coverage is to be equal to Insurance Services Office Commercial General Liability Occurrence Form CG0001.
2. Automotive Liability coverage is to be equal to Insurance Services Office Business Auto Form CA0001 covering Automobile Liability.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Errors and/or Omissions insurance appropriate to the Broker's profession.

B. Minimum Limits of Insurance.

Broker shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If an aggregate limit is used, either a separate aggregate limit shall apply to this project or the aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation: Workers' Compensation limits as required by the State of California and Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.
4. Professional Errors and/or Omissions Liability: \$1,000,000 per occurrence.

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C. Deductible and/or Self-Insured Retentions.

Any deductibles and/or self-insured retentions must be declared to and approved by the District. The District reserves the option to: 1) Require the insurer to reduce or eliminate such deductible and self-insured retention as to the District, and/or; 2) Require the Broker to procure a bond guaranteeing the payment of any deductible or self-insured retention of losses, related investigations, claims, administration, and defense expenses.

D. Other Insurance Provisions.

The policies are to contain, or are to be endorsed to contain, the following provisions:

1. General Liability and Automotive Liability

- a. The District, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed on behalf of the Broker; products and completed operations of the Broker; premises owned, occupied or used by the Broker; automobiles owned, leased, hired, or borrowed by the Broker. The coverage shall contain no special limitation on the scope of Protection afforded to the District, its officers, officials, employees, or volunteers.
- b. For any claims related to this agreement, the Broker's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be in excess of the Broker's insurance and shall not contribute with it.
- c. Any failure with reporting provisions of the policies including breaches of warranties, shall not affect coverage provided to the District, its officers, officials, employees, or volunteers.
- d. The Broker's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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2. Workers' Compensation and Employers Liability

The insurer shall agree to waive all rights of subrogation against the District, its officers, officials, employees, and volunteers for losses arising from work performed by the Broker for the District, except for such loss or damage caused by the sole negligence or willful misconduct of the District.

3. All Coverages

a. Each policy required shall be endorsed to state that the coverage shall not be suspended, voided, canceled by either party, reduced in coverages or limits, except after 30 days prior written notice by certified mail, return receipt requested, has been given to the District, addressed to Risk Manager, Alameda-Contra Costa Transit District, 1600 Franklin Street, Oakland, California 94612.

b. Each policy is to be on an "Occurrence" form. "Claims Made" form requires prior approval by the District, as well as Broker being required to provide acceptable evidence of the policy's retroactive date, and also will be required to maintain the coverage with the same retroactive date for a period of not less than five (5) years following termination of services under this Agreement.

4. Acceptability of Insurance

Insurance is to be placed with insurers having a current A.M. Best & Co. rating of no less than "A: VII".

5. Verification of Coverage

Broker shall furnish the District with appropriate Certificates of Insurance and with original Endorsements effecting coverages required. The Certificates and Endorsements are to be signed by a person authorized by the insurer to bind coverage. The Certificates and Endorsements are to be on forms approved by the District. The Certificates and Endorsements are to be received and approved by the District prior to the commencement of any work under the Agreement. The District reserves the right to require complete certified copies of all required insurance policies at any time.

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6. Other Requirements

- a. Should any work under this Agreement be sublet, the Broker shall require each subcontractor of any tier to comply with all of the Agreement's insurance provisions and provide proof of such compliance to the District.
- b. These insurance requirements are not intended to and shall not in any manner limit or otherwise qualify the liabilities and obligations otherwise assumed by the Broker under this Agreement; including, but not limited to, the provisions concerning indemnification.
- c. Compliance with these insurance requirements is considered a material part of the Agreement, and breach of any such provision may, at the option of the District, be considered a material breach of the Agreement, and result in action by the District to withhold payment and/or terminate the Agreement.

23. VENDOR REGISTRATION

If you are not already an AC Transit registered vendor; an online Vendor Registration is required prior to contract award. Proposers/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/bids. If online access is not available, contact the Purchasing Department for instructions.

24. FURTHER INFORMATION

Prospective proposers may contact Sharon E. Dennis, (510) 577-8897, 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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SERVER INFRASTRUCTURE STUDY

SCOPE OF SERVICES

1. **BACKGROUND**

AC Transit is a special transportation District, organized under State of California laws, that provides public transit services to approximately one-quarter million riders daily within the East Bay area. The District has approximately 2,300 employees and a fleet of over 700 buses, and is financed through the receipt of transit fares, property taxes, and state and federal funding with annual revenues exceeding \$225 million.

At the central data center in Oakland, California, Information Services (IS) maintains an inventory of over forty (40) servers attached to a combined Netware/Windows network that run integrated and standalone applications. These applications include mission-critical ERP packages from PeopleSoft and Mincom, residing on large SQL Server databases. Several key applications still exist on a HP3000 mainframe platform, but are eventually planned to transition to integrated Windows-based applications.

The Microsoft suite of business products is prevalent, including Exchange, Outlook, Word, Excel and Project. Extensive use is made of Citrix terminal services to provide remote access from other District facilities.

2. **SCOPE OF WORK**

The scope of work shall include, but is not limited to, the following:

- A. Complete a technical as well as strategic study of IT infrastructure requirements at AC Transit to provide:
 - 1. An assessment of the current server configuration, including limitations or weaknesses and related network connectivity, operating software, throughput, capacity, facility, and security issues.
 - 2. Recommendations for a future server configuration that would provide better price-performance, higher availability and lower support requirements with focus on a design that leverages existing aspects of the network architecture and our software investments.
 - 3. A blueprint for migration to the proposed configuration with intermediate steps to improve efficiencies, enhance failsafe operations, take advantage of recent technological innovations, and meet new business requirements and service levels.
- B. Evaluation of all possible hardware options is desired, including clustered servers, shared storage, outsourcing, and mainframe alternatives.

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Considerations should include industry best practices, capital spending and ongoing costs, scalability, 24x7 operations, technical staffing requirements, and future workload projections.

C. Other desired features of the prospective configuration include:

1. Consolidating applications onto larger physical servers by partitioning into smaller virtual servers in order to simplify operations and to maximize server stability, processing speed and memory, and disk utilization.
2. An infrastructure with no single point of failure, including facility, for rapidly swapping out malfunctioning serves or other components.
3. Hot backups without taking database off-line in order to provide round-the-clock access, without interruptions.
4. Distribution of computing workload among multiple servers and managing a "farm" of servers as one server.
5. Server scalability and load balancing for usage spikes during peak periods and ability to add capacity or reconfigure on the fly.
6. Remote diagnostics and embedded hardware diagnostics to quickly verify hardware integrity.
7. Disaster recovery capabilities, including mirroring and shared backup tape storage and power for continuity of operations.
8. With Web services becoming the standard method for deploying new business applications, conformance with the Microsoft .NET direction.

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SERVER INFRASTRUCTURE STUDY

CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____ 2003, 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 Request For Proposal No. 2003-10137, prepared and issued by the District entitled SERVER INFRASTRUCTURE STUDY dated _____.

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 2003-10137 and any addenda
- C. Contractor's submitted proposal

3. PERIOD OF PERFORMANCE

Services under the 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 hourly rates in accordance with their submitted proposal (ranging between _____ and _____ per hour), with a not-to-exceed (NTE) contract budgeted amount of _____ (\$xxxxxx), for services performed in accordance with this contract. The District and the Contractor must mutually agree upon any adjustments in payment. 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 Contract Number 2003-10137 and the Purchase Order Number on all invoices. The omission of this information may delay payment.

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5. COST REPORTING

The Contractor shall notify the IS Project Manager and Contract Specialist in writing whenever it has reason to believe that the total allocable costs have reached 75% of the of the total contract budgeted amount. Additionally, the Contractor shall notify the District immediately if the projected costs of performance of additional requested tasks would cause the budgeted contract amount to be exceeded. The Contractor is not authorized to exceed the budgeted contract amount unless or until a contract modification has been issued, which increases the price.

6. NOTICES

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:

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

CONTRACTOR

7. 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.

8. 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.

9. 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.

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10. 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 contract. The Contractor further covenants that in the performance of this contract, 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.

11. ENTIRE AGREEMENT

This Contract represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this Contract, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

This Contract may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this agreement shall be void and of no effect.

IN WITNESS WHEREOF the parties have executed this Contract on the date set forth below.

ALAMEDA-CONTRA COSTA
TRANSIT DISTRICT:

Rick Fernandez Date
General Manager

NAME Date
TITLE

Approved as to Form:

Kenneth C. Scheidig Date
General Counsel