

INVITATION FOR BIDS

SIGN AND RETURN THIS PAGE

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

CONTRACT PROPSAL NO.: 2012-1183

Date: October 13, 2011

BIDS WILL BE OPENED at 10626 International Blvd. by October 26, 2011 at 10:00am

TITLE: Business Continuity / Disaster Recovery Data Center

DO NOT INCLUDE SALES OR EXCISE TAXES in Bid prices.

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

ALL BIDDERS COMPLETE THIS SECTION:

_____ **2011**

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:

Corporate Name: _____

Signed _____ Typed Name _____ Title _____

Signed _____ Typed Name _____ Title _____

Incorporated under the laws of the State of _____

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

1. EXPLANATIONS, CLARIFICATIONS AND CHANGES

Bidders shall request any explanation, clarification or changes to specifications in writing. Any reply and/or change to specifications will be made by written addendum which shall become a part of the bid documents.

2. BID SUBMISSION

To receive consideration, bids must be delivered prior to the date and time for bid opening. All bids shall be in a sealed envelope properly endorsed as to the bid number and opening date. Submission of a bid shall constitute a firm offer to the District for ninety (90) days from the last day for receipt of bids.

Unauthorized conditions, limitations or provisos attached to a bid will render it non-responsive and may cause its rejection. No telegraphic or facsimile bids or modifications will be considered unless otherwise stated.

A bidder may withdraw his bid prior to bid opening, without prejudice, by submitting a written request for its withdrawal to the Purchasing Manager. The bidder must be able to identify its Bid, show proper identification, and show proper authorization to withdraw the Bid.

At the hour specified in the notice, the District 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. Awards will be made or bids rejected by the District within a reasonable time after bids have been opened.

3. APPROVED EQUALS

When the name of a manufacturer, brand or make, with or without a model number, is used in describing any item in this document, bids for similar articles will be considered unless otherwise stated. The District shall be the sole judge whether such alternate articles are acceptable. Unless the bidder states to the contrary, articles offered are assumed to be the specific articles named in this document and that articles offered are in accordance with the specifications. If not offering the specific articles named, bidder should enclose with bid full information, specifications and descriptive data on items offered. The District reserves the right to permit deviations from the specifications if any article offered is substantially in accord with the specifications and is deemed by the District to be as good quality and as fully satisfactory for its intended use as an article fully meeting specifications.

4. CONDITION OF ARTICLES

Articles offered and furnished must be new and previously unused and of manufacturer's latest model unless otherwise specified herein.

5. TAXES

The supplies, materials or equipment called for under the specifications will be used by the District in the performance of a governmental function and are exempt from taxation by the United States Government.

Unless otherwise stated bidder shall exclude applicable California State and local sales or use taxes in the total price in his bid. Said tax, wherever applicable, will be paid by the District to the Contractor, if licensed to collect same, or otherwise directly to the State.

6. AWARD AND REJECTION OF BIDS

The District may reject any and all bids, may waive any minor irregularities or informalities in any bid or in the bidding procedure, and must reject a bid of any party who has been delinquent or unfaithful in any former contract with the District. If an award is made, it shall be made to the lowest responsible bidder.

7. DELIVERIES

FOB destination in Oakland, freight prepaid and allowed. Unless otherwise stated in the specification or bid forms, bidder shall include freight or delivery charges in the total price in its proposal.

8. SEPARATE ITEMS OR IN THE AGGREGATE

Any bidder may bid separately for any item unless otherwise provided. The District may make awards on separate items or in an aggregate of several or all items unless otherwise provided.

9. CASH DISCOUNTS

Cash discount (discount for prompt payment) will be taken into consideration in determining the low bid under the following conditions:

a. Discount period must be at least 30 days.

b. The discount period will start on the date of completion of delivery of all items on any Purchase Order or other authorization or upon date of properly prepared invoices covering such deliveries, whichever is later.

c. Payment is deemed to be made, for the purpose of claiming the discount, on the date of mailing the District's warrant or check.

10. ACCEPTANCE, BILLING AND PAYMENT

Acceptance by the District of any equipment, supplies, or materials furnished under the contract to be awarded shall occur only subsequent to the final inspection by authorized employees of the District. Defective or nonconforming equipment, supplies or materials shall be rejected by the District and the contract price adjusted accordingly unless acceptable replacement is made.

Invoices shall be rendered in triplicate to AC Transit District, P.O. Box 28507, Oakland, California 94604. Invoices shall include all applicable state, city and special district sales taxes at time of delivery. Invoices shall identify the Contract and Purchase Order Numbers. Unless otherwise stated, the District will make payment within thirty (30) days of the date of completion of delivery of all items on any Purchase Order or other authorization or upon date of properly prepared invoices covering such deliveries, whichever is later.

11. WARRANTY OF TITLE

The Contractor warrants and agrees that title to all materials and equipment furnished under this contract and accepted by the District will pass to the District free and clear of all liens, claims, security interests or encumbrances.

12. PERFORMANCE WARRANTY

Contractor shall supply his standard warranty(ies) on defects in workmanship and material applicable to the materials, supplies or equipment furnished hereunder. The standard warranties should be no less than the minimum requirements stated in the Specifications. All warranties to commence after acceptance of delivery by the District unless otherwise stated. It is understood and agreed that the District does not waive any warranty either expressed or implied or any liability of the manufacturer or contractor as may be determined by a decision of any court of the State of California or the United States.

13. INDEMNIFICATION

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 caused by the sole negligence or willful misconduct of the District.

14. TERMINATION AND TERMINATION FOR CONVENIENCE

In the event the Contractor fails to perform any of his obligations under this contract, this contract may be terminated effective after 10 days written notice and all of contractor's rights hereunder ended. No new work will be undertaken and no new deliveries will be made after the date of receipt of such notice.

The District may terminate this Agreement for the District's convenience and without cause at any time by giving Contractor written notice of termination. In the event of termination, Contractor will be paid for those services performed or deliveries made pursuant to this Agreement to the satisfaction of the District up to the date of termination. In no event will the District be liable for costs incurred by Contractor after receipt of notice of termination.

15. NON-DISCRIMINATION

In connection with the execution of any contract 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, sexual orientation, sex or age as defined in Section 12926 Government Code.

16. GOVERNING LAW

This contract shall be governed by the laws of the State of California.

17. PROHIBITED INTERESTS

By submitting a bid, the bidder represents and warrants that neither the General Manager nor any Director, officer employee of the District is in any manner interested directly or indirectly in the bid or in the contract which may be awarded under it, or in any expected profits to arise therefrom (State of California Government Code section 1090 et Seq.). No member, officer or employee of the District, during his/her tenure or for one year thereafter, shall have an interest, direct or indirect, in this Contract or the proceeds thereof.

**BUSINESS CONTINUITY / DISASTER RECOVERY DATA CENTER
FOR THE PERIOD: NOVEMBER 20, 2011 THROUGH NOVEMBER 19, 2014**

SPECIAL CONDITIONS

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 over 635 buses. The District's service area extends from western Contra Costa County to southern Alameda County. The District has approximately 1,944 employees and is financed through the receipt of transit fares, property taxes, state, and federal funding.

Prospective Contractors may submit questions regarding this RFP by **electronic transmission to bkjacks@actransit.org**. Transmissions must be received **no later than October 18, 2011, 10:00 a.m.** An Addendum providing responses to those questions will be issued no later than **October 20, 2011**.

This Request for Proposal (RFP) outlines the scope of services requested as well as information that should be included in the proposal. It is the District's intent to award to a responsible contractor with the lowest overall price and the most responsive proposal that conforms to this RFP.

To be considered, one (1) original version and three (3) copies of written proposals must be submitted. Your submission shall be submitted no later than October 26, 2011 at 10:00 a.m. local time to:

AC Transit Purchasing Department
Mr. Brian Jackson, Contract Specialist
10626 International Boulevard
Oakland, California 94603
510-577-8837

All proposals should be clearly marked **BUSINESS CONTINUITY/DISASTER RECOVERY DATA CENTER**. Proposals not received by the designated date/time will not be considered for award. **No facsimile or e-mail transmissions of proposals will be accepted.**

The District may award based upon initial proposals received, and after verifying references, without any discussions or negotiations. Therefore, proposals should be submitted on the most favorable conditions possible from a price and technical standpoint. The District reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received. Furthermore, the District reserves the right to negotiate with those contractors with offers determined to be within a competitive range.

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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 signature of the District General Manager will constitute a binding award.

17. SCOPE OF SERVICES

See Scope of Services on pages 12-14.

18. PROPOSAL REQUIREMENTS

Interested parties shall submit proposals in response to this Request for Proposal (RFP), including a detailed statement of qualifications. Each proposal must be submitted in two (2) separate sealed envelopes within the proposal package. **Envelope 1 will contain all responsive materials except those related to price. Envelope 2 will contain only information related to price.** Proposals shall include information that is presented in a clear and comprehensive format.

- A. Price proposal (**which shall be submitted in a separate, sealed envelope**) should be submitted on a "firm-fixed price" basis. The Scope of Work reflects those areas where a contractor must provide pricing information. All items shall be awarded on an all or none basis.
- B. Proposals may be rejected if they show such items as alteration of form, conditional or incomplete proposals, irregularities that make the proposal ambiguous or signature by other than an authorized person.

19. EVALUATION AND AWARD

The District will evaluate each proposal submitted, scoring the factors listed in descending order of importance, below:

A. Evaluation Criteria

Cost

Technical:

- Site Location
- Electrical Systems
- Cooling Systems
- Site Automation and Monitoring

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- Fire Detection and Suppression Systems
- Network Systems
- Collocation Design
- Client Power Circuits / Metering
- Physical Security Requirements
- Equipment Space Requirements
- Internet Access Requirements
- Hands on Services
- Emergency Office Areas
- Receiving Area
- References

Past Performance

Contractor References

B. Evaluation Process

1. All proposals are evaluated and ranked on technical and past performance criteria specified in the solicitation.
2. Proposals will then be re-evaluated with price as a consideration.
3. 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 Process

The District reserves the right to award without negotiation. Contractors are therefore encouraged to submit the best offer, initially. The District will award to a Contractor whose proposal is most advantageous to the District, considering price and other factors.

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20. RIGHTS IN DATA

The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered under this Contract. The term includes graphic or pictorial delineation in media, text in specifications or related performance or design-type documents and machine forms. Except for its own internal use, contractor may not publish or reproduce such data in whole or in part, nor may contractor authorize others to do so, without the written consent of the District, until such time as the District may have either released or approved release of such data.

In the event that the Scope of Services in this Contract is not completed for any reason whatsoever, all data generated under this Contract shall become subject data and shall be delivered as the District may direct.

21. RELEASE OF INFORMATION

Before releasing any reports, promotional materials or information prepared in connection with this Contract, the contractor shall provide a copy or copies for first review by the District.

22. INSURANCE

It is strongly recommended that contractors confer with their respective insurance carriers and/or brokers to determine in advance of proposal submission the availability of insurance, Certificates and Endorsements as prescribed and provided herein. If a contractor fails to comply strictly with the insurance requirements, that contractor may be disqualified from award of the contract. contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages for property which may arise from or in connection with the performance of the work hereunder by the contractor, contractor's agents, representatives, employees or subcontractors. The District reserves the right to alter, amend, increase or otherwise modify the insurance requirements stated herein.

A. Minimum Scope of Insurance.

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 CG 0001.
2. Automotive Liability: Coverage is to be equal to Insurance Services Office Business Auto Form CA 0001 (01/87) covering Automobile Liability, code 1 (any auto).

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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 Contractor's profession.

B. Minimum Limits of Insurance.

Contractor 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.

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 Contractor 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 Contractor; products and completed operations of the

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Contractor; premises owned, occupied, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. 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 contractor'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 contractor'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 contractor'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.

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 contractor for the District, except for such loss or damage caused by the sole negligence or willful misconduct of the District.

3. All Coverage

- 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 contractor being required to provide acceptable evidence of the policy's retroactive date, and also will be required to

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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

Contractor 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.

6. Other Requirements

a. Should any work under this Agreement be sublet, the contractor 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 Contractor 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.

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23. 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.**

24. 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 Contract or the proceeds thereof. Contractor covenants that it presently has no interest that would conflict in any manner with performance of services under this Contract. contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed by contractor. Contractor further covenants that it receives no commissions or other payments from parties other than the District as a result of services performed hereunder.

25. EQUAL OPPORTUNITY/NON DISCRIMINATION

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 minority and small/local business can compete for all District contracts. In connection with the performance of this contract, the contractor will cooperate with the District in furthering the district's policy.

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26. SMALL LOCAL BUSINESS PROGRAM

AC Transit has established a Small Local Business Procurement Program (Board Policy 351) to ensure that small local business enterprises have a meaningful opportunity to participate in AC Transit's procurements. AC Transit believes that a Small Local Business Procurement Policy can provide support to small local businesses and enable them to more effectively compete for AC Transit procurements, especially those businesses that have been at a disadvantage in the past. Under the current Policy, a Small Local Business is a business which meets the U.S. Government's Small Business Administration (SBA) size standard and is located within AC Transit's geographical service area.

Contractors doing business with AC Transit are encouraged to utilize small local businesses in their subcontracts. Contractors responding to this solicitation **shall** complete and submit with their response, the Small Local Business Procurement Worksheet (attached to this solicitation), which indicates whether they intend to use small local businesses in the contract to be awarded, and, if so, the percentages of contract work to be allocated to small local businesses. Contractors can contact the Contract Specialist or Buyer assigned to this procurement for information on SLBE resources.

27. TYPE OF CONTRACT

This is a firm-fixed price type contract with a base performance period of three (3) years with two (2), separate one (1) year priced options.

28. OPTION TO EXTEND THE CONTRACT (PRICED)

At the sole discretion of the District, the contract may be extended unilaterally by the exercise of the priced option. If exercised, the District shall notify the contractor in writing of its intent to exercise the priced option at least thirty (30) days prior to the exercise of the option. The option shall be exercised in accordance with the prices proposed in the original proposal.

29. VENDOR REGISTRATION

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

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SCOPE OF WORK

1. BACKGROUND

AC Transit (District) is looking for a Business Continuity / Disaster Recovery Data Center to host its mission critical and business continuity data systems. The District will maintain an Internet presence at all times (7/24/365) from this data center. This data center will host critical business applications and provide the systems and tools necessary to continue business operations in the event of an emergency or disaster.

2. REQUIREMENTS

The following requirements must be provided by the Business Continuity/ Disaster Recovery provider. For purposes of this document, the Business Continuity / Disaster Recovery provider will be referred to as the "site".

- A. Reliability: The site must be able to provide 99.999% uptime reliability and utilize an N+1 approach to redundancy. The Contractor must employ qualified engineers and technicians to service and maintain its infrastructure systems and periodically test and verify its infrastructure systems are operational and available in case of an emergency. Contractor shall employ industry best practices and timelines to ensure its infrastructure equipment is serviced and properly maintained.
- B. Location: The site must be located at least 70 but no more than 100 miles East of the District's downtown Oakland General Office which is located at 1600 Franklin Street, Oakland, California 94603 in order to balance the desired separation from Bay Area seismic risks with reasonable proximity for regular physical access. The site must be located in seismically neutral location and must be accessible using reliable public highways and roadways.
- C. Physical Security: The Contractor must have the security procedures and security practices in place to protect the District's computer, network, and storage assets from unauthorized access. Physical access to the District's equipment space must be secured by the use of physical security access procedures, security identification checks at security check points, and the use of a logged security system. Only authorized District employees and vendors will be granted access to the District's equipment space.

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The site must be monitored and secured using security guards and a security camera monitoring system. Access to the site by authorized District employees must be available 7 days a week, 24 hours per day, 365 days per year.

- D. Equipment Space: The site must have caged space available to adequately host three full size (24"x48"x84") network/computer equipment racks. Equipment space will contain three full size 48" properly mounted and secured, open frame equipment cabinets. Also, equipment space should have adequate space to store tools, backup tapes, and spare parts. The equipment space must be enclosed by a locked cage and must be configured using raised computer flooring.
- E. Electrical: The site must have reliable commercial power provided by a power utility other than Pacific Gas and Electric (PG&E) and ideally by one that is not a member of CallSO. The Business Continuity/Disaster Recovery site must have redundant generator power and an adequate fuel supply to power the data center for minimum of 24 hours. Contracts must be in place to replenish fuel supplies as needed. The collocation space's AC power must be supplied by a reliable Uninterrupted Power Supply (UPS) that contains redundant battery systems . Each equipment rack must have 2 dedicated, 120VAC / 30 Amp Circuits installed. AC Transit will install and connect a rack mounted power strip to each circuit.
- F. Internet Access: AC Transit requires 10 MB of available Internet bandwidth and a minimum of 14 static IP addresses. Internet redundancy must be implemented using a minimum two reliable Internet providers. Internet Bandwidth must be scalable and easily increased upon request from authorized District representatives.
- G. Cooling: The site will have redundant cooling systems that will keep the District's network, server, and storage equipment adequately cooled within the equipment's manufacturer's optimum equipment temperature and humidity ratings.
- H. Fire Detection and Suppression Systems: The site will provide fire detection and fire suppression systems adequate for data center environments. Best practices should be implemented to minimize damage caused by other customer fire events.
- I. Hands on Services: The Contractor will provide emergency and scheduled on-hands support services, such as changing tapes, connecting portable storage devices, or rebooting servers.

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SCOPE OF WORK

- J. Emergency Office Areas: The site will provide emergency office space that can be occupied by District personnel after an emergency or disaster. Emergency office space must be identified.

- K. Receiving Area: The site will have facilities available to receive AC Transit shipped network, server, and storage equipment. The equipment may have to be stored temporarily until it can be staged and installed in the equipment space by District Staff.

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PRICE PROPOSAL

Disaster Recovery Data Center

DESCRIPTION	TOTAL
Data Center Base Year #1	

DESCRIPTION	TOTAL
Data Center Base Year #2	

DESCRIPTION	TOTAL
Data Center Base Year #3	

TOTAL THREE (3) YEAR BASE PERIOD COST FOR DATA CENTER:

\$ _____

DESCRIPTION	TOTAL
Data Center Option Year #1	

DESCRIPTION	TOTAL
Data Center Option Year #2	

TOTAL COST OPTION YEAR ONE (1) FOR DATA CENTER:

\$ _____

TOTAL COST OPTION YEAR TWO (2) FOR DATA CENTER:

\$ _____

GRAND TOTAL (BASE PERIOD PLUS OPTION YEARS): _____

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ATTACHMENT 1

Disaster Recovery Data Center Questionnaire

1. Site Location Information:
 - a. What is the address of your site (street, city, zip code)?
 - b. What is your available physical space (describe in square footage and dimensions)?
 - c. In accordance with Uptime Institute, what “tier” would you consider your facility to be?
2. Electrical System:
 - a. Describe the electrical system at the site (i.e., generators / UPS / batteries / power source, (2N, N+1, etc.)
 - b. Describe the emergency power structure.
 - c. What happens in the event of a power outage?
 - d. Does the site have branch circuit monitoring?
 - e. How often is maintenance performed?
 - f. Describe the methods for documenting all facility infrastructure and delivery systems maintenance.
 - g. Describe power and cooling available in watts per square foot.
3. Cooling System:
 - a. Describe the cooling system (i.e., chillers / water supply / water source / capacity / backup, (2N, N+1, etc.)).

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ATTACHMENT 1

- b. How would the building be cooled in the event of a loss of power / water?
 - c. For how long will it be cooled?
 - d. How would the affected areas be cooled in the event of a loss of CRAC unit?
 - e. For how long could it be cooled without a CRAC unit?
 - f. Describe air distribution (above floor, beneath floor, e.g. 70% ambient, 30% static pressure).
 - g. Describe the proposed location's average static pressure metrics in CFM.
4. Site Automation, Monitoring and Security:
- a. Describe the overall site automation.
 - b. Is there a local Operations Center?
 - c. Is there a Remote Operations Center?
 - d. Is connectivity to Client's Operation Center available?
 - e. Describe how individual collocation spaces are monitored for cooling and power usage.
 - f. Are monitoring reports available?
 - g. Is there an additional charge for the reports?
 - h. How often are reports available and what format are the reports delivered ?

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- i. Description of security (e.g. site access, client availability hours, plant access, cameras, receiving access, vendor access).
- j. Describe the methods and products used for access control.
- k. What forms of identification are acceptable to gain access to the data center?
- l. How are site logs maintained?
- m. Are they maintained in an electronic and/or paper format?
- n. How long are logs maintained?
- o. What are the procedures for accepting deliveries via the loading dock?
- p. How are unscheduled deliveries handled? Are appointments required to receive deliveries via the loading dock?
- q. Is equipment entering and leaving the building tracked? If so, what is the process of tracking such equipment? Describe the process of logging the entry and departure of customer equipment.
- r. Are all entrances and exits, including the loading dock, monitored by video cameras 24x7x365?
- s. Is the entire external perimeter of the facility monitored?
- t. If facility is in a business park are there additional security services? Is the surrounding area monitored by an on-site security service?

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5. Fire, Safety and Emergency Preparedness:
- a. Description of Fire and Life safety systems for your facility.
 - b. How far away are the nearest fire and police stations?
 - c. How are smoke and fire alarms monitored?
 - d. Is this a service provided by a third party?
 - e. If yes, who and what are their obligations for monitoring the data-center for alarms?
 - f. Describe water intrusion protection, water detection and fire suppression systems.
 - g. Describe how the data center facility is protected against threats posed by natural disasters (e.g. earth quakes).
 - h. Is the building located in a flood zone?
 - i. How far away is the nearest fault line?
 - j. Describe how you will communicate emergencies to Client.
 - k. Describe the facility/building Zone rating.
 - l. Describe client / customer equipment sizing / bracing requirements.

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- m. Describe your EPO procedures.
 - n. Is a recent SAS 70 report available? If so, when was the audit last performed and by whom?
6. Network Information:
- a. What is the current configuration of the facility Main Point Of Entry (MPOE)?
 - b. How many conduits enter the building?
 - c. What are the sizes of the conduits (e.g. 4 inch)?
 - d. Are there diverse conduit entrances (i.e., at least 25 feet of separation where they enter the building)?
 - e. Is there a copper MPOE? How many copper pairs are available? What is the size of the copper cable?
 - f. Is there fiber cable into the facility? If so, how many available strands are there?
 - g. Is there Telco electronic equipment in the MPOE (e.g. a Multiplexer)?
 - h. Is there floor space and power available for additional Telco equipment (e.g. at least one rack space)?
 - i. How will Client equipment and Telco terminations (copper & fiber) be secured? NOTE: This goes to HIPAA & PHI considerations.

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- j. Who are the available carriers into the facility?
 - k. Who installs signal cable (fiber and copper) from MPOE to collocation cage?
 - l. How is cable secured (e.g. in conduit) from the MPOE to the client cage?
 - m. What is the process for turning over a new circuit to Client?
 - n. Who connects client hardware electrical to new circuits?
7. Collocation Design:
- a. Who designs and installs the cage system for collocation space?
 - b. What is the lead time for cage installation?
 - c. Who designs and/or approves space layout (i.e. racks and cabinets).
 - d. Who does seismic bracing?
 - e. Who designs and installs the ladder racking system for signal cabling? What is the lead time for ladder racking installation?
8. Power Circuits:
- a. How is Client charged for new individual power circuits?
 - b. Are there reoccurring costs for individual circuits?

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- c. How are circuits installed?
 - d. Are new circuit breakers tested and certified?
 - e. What type of circuit breakers are used (e.g. bolt on, stab in)?
 - f. What is the commissioning process of new circuits?
 - g. Will facility provide commissioning report to Client?
 - h. What is the lead time for a circuit installation?
 - i. How are circuits labeled?
 - j. Are you able to provide a report, per circuit, of electrical usage on a monthly basis
9. Facility:
- a. How is Client notified of facility emergencies?
 - b. How is Client notified of facility plant infrastructure maintenance work?
 - c. What are the Facility Change Management procedures?
 - d. Will facility allow Client to install a wireless environmental monitoring system ("WEMS") within the Premises to measure the environmental conditions within the Customer Premises?
 - e. How often does facility do client level power usage evaluation?

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- f. Are reports available to Client?
- g. Can facility provide Client with monthly reports?
- h. How often does facility do client level cooling usage evaluation?
- i. Are reports available to Client?
- j. Can facility provide Client with monthly reports?
- k. Will facility allow Client to provide own "in cage" cameras for security?
- l. How is the raised floor managed?
- m. Describe what is allowed below the floor. Describe who is allowed beneath the raised floor.
- n. Is the Client permitted to pick up a floor tile in support of equipment power or signal cable ___?
- o. Is Client responsible for plugging in power once power whips have been pulled?
- p. Describe type of available management reports/audits/analysis and related costs to Client.
- q. Is your site ADA compliant?
- r. Is your site immediately available?

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10. Documentation:

- a. Provide a single line drawing for the electrical system.
- b. Provide a single line drawing for mechanical system.
- c. Provide a plant infrastructure maintenance schedule.
- d. Provide the site security procedures.
- e. Provide the site notification procedures for emergencies.
- f. Provide the change management procedures.
- g. Provide the shipping/receiving procedures.

END OF ATTACHMENT 1

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DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION
(This Form must be completed and submitted as part of Contractor proposal)

Company Name

Street /Mailing Address

City/State/Zip Code

TAX I.D. _____

I. PRIME CONTRACTOR

The Bidder/Proposer is a CalTrans certified DBE under the CalTrans Uniform Certification Program.

Certification No. _____ Expiration Date _____

The Bidder/Proposer has applied for DBE status through the CalTrans Uniform Certification Program.

Application Date _____ Status of application _____

The Bidder/Proposer is not a CalTrans certified DBE under the CalTrans Uniform Certification Program.

II. SUB-CONTRACTOR (if proposed in bid or proposal)

Attach a separate sheet for each sub-Contractor to be used in the performance of services under a proposal specifying the sub-Contractor DBE status as stated under section I listed above.

If not already registered, sub-Contractors should access www.actransit.org, and complete an online vendor registration form by selecting purchasing, online purchasing, and registering as an Online Purchasing User. A W-9, Request for Taxpayer Identification Number and Certification is required to complete the process.

Prime Contractor's are requested to explain the DBE program and encourage sub Contractors to apply for certification.

Prime Signature

Date

(Position/Title)

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SAMPLE CONTRACT

THIS CONTRACT is made and entered into this ____ day of _____ 2011 by, and between **ALAMEDA-CONTRA COSTA TRANSIT DISTRICT** (hereinafter "District"), a special transit district established pursuant to California Public Utilities Code, Section 24501 et seq., and _____ (hereinafter "Contractor").

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF WORK

Contractor shall furnish to the District all labor, equipment, supplies, material and services as specified in and in full accordance with the Contract Document issued by the District entitled:

Business Continuity/ Disaster Recovery Data Center 2012-1183

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 agreement by reference:

- A. This Contract
- B. Invitation for Bids No. 2012-1183
- C. Bidder's submitted Bid Form

3. PERIOD OF PERFORMANCE

Services under this contract shall commence November 20, 2011 and continue through November 19, 2014, for a three (3) year base period with two (2) one (1) year priced options for services to November 19, 2016, if unilaterally exercised at the sole discretion of the District. 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 maximum of _____ (\$_____), annually, for the base period consisting of three (3) years. This annual amount will be payable at a monthly rate of \$_____. This amount shall include costs for all services, labor, and miscellaneous expenses as reflected in the proposal. The District and the contractor must mutually agree upon any adjustments in payment. Invoices should be submitted to AC Transit Accounts Payable, P.O. Box 28507, Oakland, CA. 94604. **Please reference the Contract Number and the Purchase Order Number on the invoice.**

**BUSINESS CONTINUITY / DISASTER RECOVERY DATA CENTER
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SAMPLE CONTRACT

5. 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:

Purchasing Manager
10626 International Boulevard
Oakland, California 94603

CONTRACTOR:

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 the 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/PROHIBITED 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.

