

**INVITATION FOR BID**

**SIGN AND RETURN THIS PAGE**

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

**CONTRACT PROPOSAL NO.: 2009-1113**

**Date: JULY 20, 2009**

**BIDS WILL BE OPENED at 10626 International Blvd. by 10:00 a.m., August 10, 2009**

**TITLE: RADIO SYSTEM CABLES AND ACCESSORIES**

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.

DO NOT INCLUDE SALES OR EXCISE TAXES in Bid prices.

**ALL BIDDERS COMPLETE THIS SECTION:**

**2009**

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 manufacturer's warranty. 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.

**RADIO SYSTEM CABLES AND ACCESSORIES**

**SPECIAL CONDITIONS**

Coordination of General Conditions, Specifications and Special Conditions. The General Conditions, Specifications and Special Conditions are intended to be complementary and to describe and provide for a complete work. In the event that there are inconsistencies or discrepancies between provisions contained in these components of the Contract documents, the Special Conditions and Specifications shall govern over the General Conditions.

**18. CORRESPONDENCE**

All correspondence must show Invitation for Bid Number 2009-1113.

**19. AWARD OF CONTRACT**

It is the intent of the District to make an award within sixty (60) days after bid opening.

**20. TYPE OF CONTRACT**

All Bidders shall bid a fixed unit price for the complete bid package.

**21. PRICE**

Price(s) quoted by Bidder shall be firm for 90 days.

**22. QUANTITY**

The District intends to purchase the item shown on the bid form and as stated in the Scope.

**23. DELIVERY**

All services shall be provided in accordance with the Scope of Work/Technical Specifications section of this contract.

**24. MATERIALS DELIVERY LOCATION**

**Place of Delivery:**

VanHool N.V.  
Attn: Mr. Stuart Thompson  
Bernard VanHoolstraat 58  
B-2500 Lier Koningshooikt  
Belgium  
Telephone: 510-577-7232

**RADIO SYSTEM CABLES AND ACCESSORIES**

**SPECIAL CONDITIONS**

**25. STATEMENT OF EXPERIENCE**

The bidder may be required upon request of the Purchasing Manager to prove to District's satisfaction that it has the skill and experience and that it has the necessary facilities and financial resources to perform in a satisfactory manner and within the required time. A copy of the bidder's most recent Annual Financial Statement may be requested.

**26. QUALIFICATION OF BIDDERS**

The District may reject the bid of any bidder deemed not to possess the minimum qualifications to provide the equipment described hereunder.

**27. CHANGES BY DISTRICT**

In case work, materials, or equipment shall be required which are not mentioned, specified or indicated, or otherwise provided for herein, the Contractor shall, if ordered in writing by the Purchasing Manager, do and perform such work and furnish such materials or equipment at the Contractor's fair market prices, less discounts ordinarily allowed to users of such materials or equipment or at regular labor charges less customary discount, or both.

In case any work, materials or equipment which are mentioned, specified or indicated, or otherwise provided for in the Contract or in the specifications forming a part of the Contract shall be required to be omitted from, in or about the work, the Contractor shall, if ordered by the Purchasing Manager, omit the performance of such work and the furnishing of such materials or equipment. A deduction shall be made from the amount to be paid to the Contractor in an amount which the Purchasing Manager and Contractor shall determine and mutually agree to be the reasonable value of such work, materials or equipment, and such determination and agreement shall be final and conclusive upon the Contractor.

It is understood, however, that the amount of work, materials, or equipment required by the Contract shall not, in accordance with the above provisions referring to additions and omissions, be increased or diminished so as to substantially alter the general character or extent of the Contract.

**28. DAMAGES**

All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the prosecution of the work, or the furnishing of the supplies, materials, or equipment; or from any action of the elements prior to the final acceptance of the work, or of the supplies, materials, or equipment; or from any act or omission not authorized by these specifications

**RADIO SYSTEM CABLES AND ACCESSORIES**

**SPECIAL CONDITIONS**

on the part of the Contractor or any agent or person employed by it, shall be sustained by the Contractor.

**29. ASSIGNMENT**

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest in or to the Contract or any part of it without obtaining in advance the written consent of the Purchasing Manager. The written consent must appear on the Contract or be attached to it.

**30. NON-COLLUSION AFFIDAVIT**

By submitting a bid, the bidder represents and warrants that such bid is genuine and not a sham, or collusive, or made in the interest or in behalf of any person not herein named, and that the bidder has not, directly or indirectly, induced or solicited any other bidder to put in a sham bid, or any person, firm or corporation to refrain from bidding, and that the bidder had not in any manner sought by collusion to secure to the bidder an advantage over any other bidder.

**31. PENALTY FOR COLLUSION**

If, at any time, it shall be found that the person, firm or corporation to whom a Contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the Contract so awarded shall be null and void and the Contractor and its bondsmen shall be liable to the District for all loss or damage which the District may suffer thereby and the Purchasing Manager may advertise for a new Contract for said labor, supplies, materials, or equipment.

**32. RIGHTS AND REMEDIES OF THE DISTRICT**

The rights and remedies of the District provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

**33. INSURANCE**

It is strongly recommended that bidders confer with their respective insurance carriers and/or brokers to determine in advance of bid submission the availability of insurance, Certificates and Endorsements, as prescribed and provided herein. Any vendor who requests deviation from these requirements must request and obtain approval from the District. Bidder shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the provisions of services, goods and/or supplies hereunder by the bidder, bidder's agents, representatives, employees or sub-Contractors. The District reserves the

**RADIO SYSTEM CABLES AND ACCESSORIES**

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**SPECIAL CONDITIONS**

right to alter, amend, increase or otherwise modify the insurance requirements stated herein.

A. Minimum Scope of Insurance

Coverage shall be least as broad as:

1. General Liability: Coverage is to be equal to Insurance Services Office Commercial General Liability Occurrence Form CG 0001, including Products and Completed Operations.

B. Minimum Limits of Insurance

Bidder shall maintain 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/location or the aggregate limit shall be twice the required occurrence limit.

C. Deductible and/or Self-Insured Retention

Any deductibles and/or self-insured retention must be declared to and approved by the District. The District reserves the option to require the insurer to reduce or eliminate such deductibles and self-insured retention as to the District, and/or 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

Policies are to contain the following provisions:

1. General Liability policy:
  - a. The District, its officers, officials, and employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed products and operations of the Contractor.
  - b. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the

**RADIO SYSTEM CABLES AND ACCESSORIES**

**SPECIAL CONDITIONS**

District, its officers, officials, and employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, or employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

2. Verification of Coverage

Contractor shall furnish the District with appropriate Certificates of Insurance and with original Endorsements effecting coverage required. The Certificates and Endorsements are to be signed by a person authorized by the insurer to bind coverage. All required Certifications and Endorsements are to be received and approved by the District prior to commencement of any work under the Contract.

3. Other Requirements

- a. Should any work under this Contract be sublet, the Contractor shall require each sub-Contractor of any tier to comply with all of the Contract'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 Contract, including but not limited to the provisions concerning indemnification.
- c. Compliance with these insurance requirements is considered a material part of the Contract. Breach of any such provision may, at the option of the District, be considered a material breach of the Contract and result in action by the District to withhold payment and/or terminate the Contract.

**34. BID PROTEST PROCEDURES**

A. Protest Before Bid Opening

Bid 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 bid opening date. The protest must clearly specify the grounds on which the protest is based and include any supporting information.

B. Protest of Award

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**SPECIAL CONDITIONS**

A Bidder/Proposer (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 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 REQUIREMENT SET FORTH IN THE DISTRICT'S WRITTEN PROPOSAL PROTEST PROCEDURES MAY RESULT IN REJECTION OF THE PROTEST.

**35. WAIVER**

The bidder shall represent and warrant that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material, or equipment called for in the specifications; that it has checked its bid for errors and omissions; that the prices stated in its bid are correct and as intended by it and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials or equipment required by the Contract documents. The bidder waives any claim if errors or omissions claimed to have been made by them in their bid, or any other reason they refuse or fail to execute the Contract.

**36. BID DOCUMENTS**

The bid documents are considered the complete submission. The General Conditions, Special Conditions, Scope of Work/Services, Specifications, Addenda, and Bid Form shall control if there is any conflict between these and any printed brochures, manuals, and other documents that may be submitted by the bidder.

**37. 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 businesses 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.

**38. SMALL LOCAL BUSINESS PROGRAM**



**RADIO SYSTEM CABLES AND ACCESSORIES**

**SPECIAL CONDITIONS**

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. (Attachment 4)

**39. 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](http://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.

**40. FURTHER INFORMATION**

Prospective bidders shall email questions to [jwoodard@actransit.org](mailto:jwoodard@actransit.org). For further information, please call Ms. Jamell Woodard at (510) 577-8822, between the hours of 7:30 a.m. and 3:30 p.m., Monday through Friday, holidays excepted.

**RADIO SYSTEM CABLES AND ACCESSORIES**

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**FEDERAL CLAUSES**

**41. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The District and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the District,

**42. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq and U.S DOT. Regulations "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes or it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 5307(n)(1) on the Contractor, the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses shall not be modified, except to identify the Sub-Contractor who will be subject to the provisions.

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**FEDERAL CLAUSES**

**43. ACCESS TO RECORDS**

The following access to records requirements apply to this Contract:

- A. Contractor agrees to provide the District, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the District, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

**44. FEDERAL CHANGES**

- A. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract (Form FTA MA (2) dated October, 1995) between the District and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**RADIO SYSTEM CABLES AND ACCESSORIES**

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**FEDERAL CLAUSES**

**45. CIVIL RIGHTS REQUIREMENTS**

- A. Nondiscrimination In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity The following equal employment opportunity requirements apply to this contract:
1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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**FEDERAL CLAUSES**

3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

**46. TERMINATION / RESOLUTION OF DISPUTES**

A. Termination for Convenience of the District

The District, by written notice, may terminate this contract, in whole or in part, whenever the District determines that such termination is in its best interests. Any termination under this provision shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. After receipt of said notice, Contractor shall stop work on this contract on the date and to the extent specified in said notice, terminate all applicable orders and subcontracts, and complete all work not terminated by said notice. After receipt of said notice, Contractor shall submit to the District its termination claim setting forth Contractor's actual, direct, and unavoidable costs incurred which cannot be canceled as a result of said termination together with such information as may be required by the District to evaluate the claim. The determination of the District on the claim shall be final subject only to an appeal pursuant to the dispute resolution procedures set forth herein.

B. Termination for Default

1. In the event that the Contractor breaches the terms or violates the conditions of the contract and does not within ten (10) calendar days after receipt from the District of a notice of default ( or, in the case of a default that cannot be remedied within ten (10) calendar days, to commence to cure said default within said ten (10) calendar days and thereafter to diligently pursue said cure until the default is remedied), the District may in its discretion terminate the contract, or such portion thereof, as the District determines to be most directly affected by the default.

**RADIO SYSTEM CABLES AND ACCESSORIES**

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**FEDERAL CLAUSES**

2. The term "default" for purposes of this provision includes, but is not limited to, the performance of work in violation of the terms of this contract; abandonment, assignment, delegation or subletting of this contract without approval of the District; bankruptcy or appointment of a receiver for Contractor's property; failure to perform services or other required acts within the time specified for the contract or any extension thereof; refusal or failure to provide proper workmanship; failure to take effective steps to end a prolonged labor dispute; and the performance of the contract in bad faith.
3. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the convenience of the District.

C. Termination for Force Majeure

The performance of work under this contract may be terminated by the District, in its discretion, upon application therefore by the Contractor and based upon unforeseen causes beyond the control and without the fault or negligence of the Contractor such as Acts of God which render impossible the Contractor's performance under the contract. An "Act of God" shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature beyond the power of the Contractor to foresee or make preparation in defense against.

D. Disputes

Performance During Dispute - Unless otherwise directed by the District, Contractor shall continue performance under the Contract while matters in dispute are being resolved. Further, the District shall pay Contractor for any undisputed work performed by Contractor prior to or during the resolution of the matters in dispute.

E. Alternative Dispute Resolution/Mandatory Arbitration

1. In the event that any controversy, claim or dispute between the District and the Contractor arising out of or related to this Contract, or the breach hereof, that has not been resolved by informal discussions and negotiations, either party may, by written notice to the other, invoke the formal dispute resolution procedures set forth herein. The written notice invoking these procedures shall set forth in reasonable detail the nature, background and circumstances of the controversy claim or dispute. During the thirty (30) days

**RADIO SYSTEM CABLES AND ACCESSORIES**

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**FEDERAL CLAUSES**

following said written notice, the parties shall meet, confer and negotiate in good faith to resolve the dispute. Either party may, during said thirty (30) day period, request the utilization of the services of a professional mediator, and the other party or parties to this dispute shall cooperate with such request and share the reasonable costs of such mediator.

2. **Mandatory and Binding Arbitration**

- a. In the event that any controversy, claim or dispute between the District and the Contractor arising out of or related to this contract, or the breach hereof, cannot be settled or resolved amicably by the parties during the thirty (30) day period of good faith negotiations provided for above, the either party or any party hereto may submit said controversy, claim or dispute for binding arbitration before a single neutral arbitrator in accordance with the provisions contained herein and in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“Rules”); provided, however, that notwithstanding any provisions of such Rules, the parties to the arbitration shall have the right to take depositions and obtain discovery regarding the subject matter of the arbitration, as provided in Title III of Part 4 (commencing with Section 1985) of the California Code of Civil Procedure, as and to the extent that the arbitrator deems fair and reasonable. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator shall determine all questions of fact and law relating to any controversy, claim or dispute hereunder, including but not limited to whether or not any such controversy, claim or dispute is subject to the arbitration provisions contained herein.
- b. Any party desiring arbitration shall serve on the other party or parties and the San Francisco Office of the American Arbitration Association, in accordance with the aforesaid Rules, its Notice of Intent to Arbitrate (“Notice”). The parties shall select a single, neutral arbitrator who is generally familiar with the factual and legal issues that relate to this Contract and the dispute to be resolved by arbitration. In the event that the parties are unable to agree on a neutral arbitrator, then one shall be selected in accordance with the Rules. The arbitration proceedings provided hereunder are hereby declared to be self-executing and it shall not be necessary to petition a court to compel arbitration.

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- c. The parties to the arbitration shall share equally all costs of the arbitration, including the fee of the neutral arbitrator, and each party shall bear its own costs. The arbitrator shall have the authority, in accordance with the provisions of this Contract, to award to the prevailing party its costs, including its share of the arbitration costs, and reasonable attorneys' and expert witness fees and expenses.
- d. If a controversy, claim or dispute arises between the parties which is subject to the arbitration provisions hereunder, and there exists or later arises a controversy, claim or dispute between the parties, or either of them, and any third party, which controversy, claim or dispute arises out of or relates to the same transaction or series of transactions, said third party controversy, claim or dispute shall be consolidated with the arbitration proceedings hereunder; provided, however, that any such third party shall be a party to an agreement with either of the parties which provides for the arbitration of disputes thereunder in accordance with rules and procedures substantially the same in all material respects as provided for herein or, if not, shall consent to arbitration as provided for hereunder.
- e. All arbitration proceedings shall be held in Oakland, California.
- f. The Notice of the demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- g. Waiver of Remedies for any Breach

In the event that the District elects to waive its remedies for any breach by the Contractor of any covenant, term, or condition of this Contract, such waiver by the District shall not limit the district's remedies for any succeeding breach of that or any other term, covenant, or condition of this Contract.



**RADIO SYSTEM CABLES AND ACCESSORIES**

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**47. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY**

- A. 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.
- B. The District, recipient of federal financial assistance from the Federal Transit Administration (FTA) is committed to and has adopted a DBE Program in accordance with federal regulations 49 CFR Part 26, issued by the U.S. Department of Transportation (U.S. DOT).
- C. Pursuant to 49 CFR §26.13, the Contractor is required to make the following assurance in its agreement with the District and to include this assurance in any agreements it makes with Subcontractors in the performance of this contract:  
"The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT assisted contracts. Failure by the Contractor or Subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the District deems appropriate."

Any bidder who would like to request additional information or ask questions regarding the District's DBE Program may contact the District's DBE Representative at (510) 577-8818.

Prompt Payment to Subcontractors. In accordance with the District's DBE Program, the contractor shall pay any subcontractors approved by the District for work that has been satisfactorily performed no later than thirty (30) days from the date of contractor's receipt of progress payments by the District. Within sixty (60) days of satisfactory completion of all work required of the subcontractor, contractor shall release any retainage payments withheld to the subcontractor. (Attachment 5)

**RADIO SYSTEM CABLES AND ACCESSORIES**

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**FEDERAL CLAUSES**

**48. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

Provisions 41 through 56 are Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract document. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any AC TRANSIT requests which would cause AC TRANSIT to be in violation of the FTA terms and conditions.

**49. DEBARMENT and SUSPENSION**

- A. The prospective lower tier participant certifies, by submission of this bid or submittal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (Attachment 6)
- B. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this submittal.

**50. BUY AMERICA**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

Bidder must complete and execute the form entitled "Buy America Provision" which is attached hereto and is an integral part of this Contract. (Attachment 7)

**RADIO SYSTEM CABLES AND ACCESSORIES**

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**FEDERAL CLAUSES**

**51. LOBBYING**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or submittal for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the District. (Attachment 8 & 9)

**52. CLEAN AIR REQUIREMENTS**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air, as amended 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the District and understands and agrees that the District will in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

**53. CLEAN WATER REQUIREMENTS**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office.

**54. CARGO PREFERENCE**

The contractor agrees:

- A. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

**RADIO SYSTEM CABLES AND ACCESSORIES**

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**FEDERAL CLAUSES**

- B. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the District (through the contractor in the case of a subcontractor's bill-of-lading.);
- C. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**55. FLY AMERICA**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**56. ENERGY CONSERVATION REQUIREMENTS**

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.)

**RADIO SYSTEM CABLES AND ACCESSORIES**

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**SCOPE OF SERVICES**

**1. PROJECT OBJECTIVE**

The District is seeking to acquire **RADIO SYSTEM CABLES AND ACCESSORIES for new Van Hool vehicles, as shown on the bid form.** The purpose of this purchase is solely for the acquisition of the cables and accessories needed for installation and operation, of a CAD/AVL system, in ALL of the Districts new VAN-HOOL vehicles.

**2. BACKGROUND**

The District presently operates and maintains a CAD/AVL System with Radio Systems on all of its buses. Consequently each coach requires an entire system installed as a matter of standard daily operation. Each new coach purchased by the district will indeed require a complete set of cables and associated accessory hardware to successfully operate the CAD/AVL in all newly acquired coaches. This purchase is needed to make this happen. The parts included in this purchase are listed within this document and DO NOT include AMDT and RADIO box parts. The parts in this document only include cables, R-F antennas, GPS antennas and handsets.

**3. PROJECT PRODUCTS**

The products required for successful installation of radio system into new district vehicles are radio receive and transmit antennas, GPS receivers, radio handset and all interface cables that are compatible with districts present radio system.

A detailed and specific list of these various components is listed on the attached Bid Form.

**4. ASSUMPTIONS/LIMITATIONS**

AC TRANSIT staff and / or its designee will ultimately install the purchased equipment, therefore the project assumption is only for equipment acquisition and it is not for the purpose of equipment provider to perform maintenance or installation. Further, equipment provider shall agree to ship directly to VAN-HOOL PLANT in Belgium or any location AC TRANSIT designates. It is also understood that this is a very high priority purchase and as such requires a shortened lead time for acquisition. It is therefore stated and assumed as a requirement that the lead time for all products will not exceed 10 weeks. All parts shall be subject to a full replacement warranty of not less than one year from date of installation.

**5. MATERIAL/EQUIPMENT WARRANTY**

The equipment warranty requirement: see Clause 12 Performance Warranty of the General Conditions.

**RADIO SYSTEM CABLES AND ACCESSORIES**

**BID FORM**

**ATTACHMENT 1**

**THE FOLLOWING ARE THE PRODUCTS NEEDED TO COMPLETE PROJECT FOR  
 SUCCESSFUL INSTALLATION OF RADIO SYSTEMS IN NEW VAN-HOOL VEHICLES.**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>TOTAL PRICE</b>
	<b><u>CABLE ITEMS</u></b>		
1	W03A 10ft cable	50	
2	W04 30ft cable	50	
3	W10A 12ft cable	50	
4	W10B 10ft cable	50	
5	W12A 8ft cable	50	
6	W16 30ft cable	50	
7	W19 20ft cable	50	
8	W22 30ft cable	50	
9	W22A receiver cable	50	
10	W01 30 ft 68 to 80 position w/ 2 custom over mold and both sides over molded w/Hitachi cable	50	
11	Talley Electronics, RF Antenna Cable, Part #: SRCC85I-30	50	
12	TwinVision, Cable Adapter, Part #: 806-ADPT-005	50	
13	W02 30 ft 50 to 50 position w/over mold w/1 custom over mold and both sides over molded w/Hitachi cable	50	
	<b><u>NON CABLE ITEMS</u></b>	50	
14	<b>GARMIN GPS Antenna, GPS16-HVS RECEIVER, ACS Part #:120076-2</b>	50	
15	ANTENNA SPECIALISTS ANTENNA Part #: ASPASPC572	50	
16	Audiosears, Radio Handset, Part #: 1036A00BWCVHUC-QEY04 (C10181-QEY04)	50	
17	ZCOMAX, Antenna, L-Type, Part #: XI-50XA-S1	50	
	<b>TOTAL BID AMOUNT</b>		

**The Grand Total shall reflect all costs including overseas freight, taxes, Insurance, and any and all required fees which do not need to be broken out separately.**

**After Notice to Proceed:**

**TOTAL ESTIMATED PROJECT COMPLETION \_\_\_\_\_ (weeks)**

**CONTRACTOR NAME: \_\_\_\_\_**

**TITLE: \_\_\_\_\_**

**AC TRANSIT  
BID  
PURCHASING DEPARTMENT**

**INVITATION FOR**

**NO. 2009-1113**

**RADIO SYSTEM CABLES AND ACCESSORIES**

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**BID FORM**

**ATTACHMENT 1**

**DATE:** \_\_\_\_\_

**RADIO SYSTEM CABLES AND ACCESSORIES**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION**

**ATTACHMENT 2**

(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](http://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)





**RADIO SYSTEM CABLES AND ACCESSORIES**

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**SMALL LOCAL BUSINESS PROCUREMENT WORKSHEET**

**ATTACHMENT 4**

Contractors doing business with the District are encouraged to utilize small local businesses in their subcontracts. Under the current Board Policy (351), a Small Local Business is a business that meets the U.S. Government's Small Business Administration (SBA) size standard and is located within AC Transit's geographical service area. Contractors can contact the Contract Specialist or Buyer assigned to this procurement for information on SLBE resources.

Contractors responding to this solicitation **shall** complete the following questions and include this Worksheet with their bid or proposal, indicating 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.

_____ Subcontractor name	_____ SLBE	_____ % of project work	_____ Certification No.
_____ Subcontractor name	_____ SLBE	_____ % of project work	_____ Certification No.
_____ Subcontractor name	_____ SLBE	_____ % of project work	_____ Certification No.
_____ Subcontractor name	_____ SLBE	_____ % of project work	_____ Certification No.
_____ Subcontractor name	_____ SLBE	_____ % of project work	_____ Certification No.

**RADIO SYSTEM CABLES AND ACCESSORIES**

**ATTACHMENT 5**

**PROMPT PAYMENT AFFIDAVIT**

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. \_\_\_\_\_

I, \_\_\_\_\_, the \_\_\_\_\_

Name \_\_\_\_\_ Title (e.g., President, Vice President, etc.)

of \_\_\_\_\_ ("Company"), do state the following with regard to payments made under Contract No. \_\_\_\_\_ ("Contract"):

1.  Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. \_\_\_\_\_, were paid no later than thirty (30) days after Company received payment from the District.
2.  Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to the DBE Department. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the District. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the District DBE Department may cause the Payment Request to be rejected by the District.)
3.  All retainage amounts withheld from any subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than sixty (60) days after it satisfactorily completed its work, whether or not CTA has paid said retainage amounts to Company. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4.  There was no delay in or postponement of any payment owed to a subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the District's Director of Procurement and Materials.

Subscribed and sworn to  before me this _____  day of _____ 20____  _____ Notary Public	_____ Company Name _____ Signature _____ Print Name _____ Date: _____
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**RADIO SYSTEM CABLES AND ACCESSORIES**

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**CERTIFICATION OF PROPOSED CONTRACTOR REGARDING DEBARMENT,  
SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(For Contracts totaling over \$25,000)

**ATTACHMENT 6**

(Contractor) \_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

Have not within a three year period preceding this bid had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposed Subcontractor is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.

(Subcontractor) \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

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Signature and Title of Authorized  
Official

**RADIO SYSTEM CABLES AND ACCESSORIES**

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**BUY AMERICA CERTIFICATE**

**ATTACHMENT 7**

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The Bidder hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The Bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**RADIO SYSTEM CABLES AND ACCESSORIES**

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**CERTIFICATION OF LOBBYING ACTIVITIES**

**ATTACHMENT 8**

I, \_\_\_\_\_ (Name and Title of Authorized Official), hereby  
certify on behalf of \_\_\_\_\_ (Subcontractor) that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature and Title of Authorized Official

RADIO SYSTEM CABLES AND ACCESSORIES

DISCLOSURE OF LOBBYING ACTIVITIES

ATTACHMENT 9

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p><b>1. Type of Federal Action:</b> <input type="checkbox"/></p> <p>a. Contract b. Grant c. Cooperative agreement d. Loan e. loan guarantee f. loan insurance</p>	<p><b>2. Status of Federal Action:</b> <input type="checkbox"/></p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p><b>3. Report Type:</b> <input type="checkbox"/></p> <p>a. initial filing b. material change</p> <p>For Material Change Only: Year _____ Quarter _____</p> <p>Date of Last Report: _____</p>
<p><b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, <i>if known</i></p> <p>Congressional District, <i>if known</i>:</p>	<p><b>5. If Reporting Entity in No.4 is Sub-awardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, <i>if known</i>:</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, <i>if applicable</i>: _____</p>	
<p>Federal Action Number, <i>if known</i>:</p>	<p>Award Amount, <i>if known</i>:</p> <p>\$ _____</p>	
<p><b>10a. Name and Address of Lobbying Entity</b> (last name, first name, MI):</p> <p>(attach continuation sheet(s) SF-LLL-A, <i>if necessary</i>)</p>	<p><b>b. Individuals Performing Services</b> (including address if different from No. 10a)</p> <p>(last name, first name, MI):</p>	
<p><b>11. Amount of Payment</b> (<i>check all that apply</i>):</p> <p>\$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned</p>	<p><b>13. Type of Payment</b> (<i>check all that apply</i>):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____</p>	
<p><b>12. Form of Payment</b> (<i>check all that apply</i>):</p> <p><input type="checkbox"/> Cash <input type="checkbox"/> in kind, specify nature Value _____</p>		

**RADIO SYSTEM CABLES AND ACCESSORIES**

**DISCLOSURE OF LOBBYING ACTIVITIES**

**ATTACHMENT 9**

<p><b>14. Brief description of Services Performed and Date(s) of Service, Including officer(s), employee(s), or Members(s) contacted, for Payment Indicated in Item 11:</b></p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p><b>15. Continuation Sheet(s) SF-LLL-A attached:</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p>	
<p><b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.</b></p>	
<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____</p>	
<p><b>Federal Use Only:</b></p>	
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**RADIO SYSTEM CABLES AND ACCESSORIES**

**SAMPLE CONTRACT**

**ATTACHMENT 10**

**THIS CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2008, by and between the **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 SERVICES**

Contractor shall furnish the District all labor, equipment, supplies, material and services as specified in and in full accordance with Invitation for Bid No. 2009-1113 prepared and issued by the District entitled **RADIO SYSTEM CABLES AND ACCESSORIES** dated July 20, 2009.

**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 the Contract by reference:

- A. This Contract
- B. Invitation for Bid No. 2009-1113 and any Addenda thereto
- C. Contractor's submitted Bid Form

**3. PERIOD OF PERFORMANCE**

Contractor shall furnish and deliver the required materials procured in this IFB to the address in Clause 24 within 10 weeks from placement of order. 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 in accordance with the fixed price on the submitted bid form in the amount of \_\_\_\_\_ (\$\_\_\_\_\_). This amount shall include all costs for labor, materials, tools, equipment, services, freight, and all other costs necessary for this purchase. 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 Purchase Order Number on all invoices, failure to do so could delay payment.**

**RADIO SYSTEM CABLES AND ACCESSORIES**

**SAMPLE CONTRACT**

**ATTACHMENT 10**

**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:**

Procurement and Materials Director  
10626 International Blvd.  
Oakland, CA 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**

By signing this Contract, The Contractor covenants that it is presently has no interest, direct or indirect, which would conflict in any manner of 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 the Contractor receives no commissions or other payments from parties other than the District as a result of work performed hereunder.

**RADIO SYSTEM CABLES AND ACCESSORIES**

**SAMPLE CONTRACT**

**ATTACHMENT 10**

**10. GOVERNING LAW**

All matters arising under the contract shall be governed by California law.

**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 dates set forth below.

**ALAMEDA-CONTRA COSTA  
TRANSIT DISTRICT:**

**CONTRACTOR:**

\_\_\_\_\_  
Rick Fernandez                      Date  
General Manager

\_\_\_\_\_  
Name                                      Date

\_\_\_\_\_  
Title

Approved as to Form:

\_\_\_\_\_  
Kenneth C. Scheidig                  Date  
General Counsel