

**REQUEST FOR PROPOSAL  
PROFESSIONAL SERVICES**

**SIGN AND RETURN THIS PAGE  
CONTRACT PROPSAL NO.: 2008-1047**

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

**Date: April 1, 2008**

**TITLE: PROPERTY MANAGEMENT  
SERVICES**

**PROPOSALS MUST BE RECEIVED at:  
10626 International Blvd., by 10:00 a.m., April  
11, 2008**

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

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

**ALL PROPOSERS COMPLETE THIS SECTION:**

**2008**

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

Name under which business is conducted: \_\_\_\_\_

Business street address: \_\_\_\_\_ Telephone: \_\_\_\_\_

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

**IF SOLE OWNER, sign here:**

I sign as sole owner of the business named above:

Signed \_\_\_\_\_ Typed Name \_\_\_\_\_

**IF PARTNERSHIP OR JOINT VENTURE, sign here:**

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

Signed \_\_\_\_\_ Typed Name \_\_\_\_\_

Signed \_\_\_\_\_ Typed Name \_\_\_\_\_

**IF CORPORATION, sign here:**

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

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

Corporate Name: \_\_\_\_\_

Signed \_\_\_\_\_ Typed Name \_\_\_\_\_ Title \_\_\_\_\_

Signed \_\_\_\_\_ Typed Name \_\_\_\_\_ Title \_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_

# GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR PROPOSERS

## 1. RENDITION OF SERVICES

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

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

## 2. CONSULTANT'S STATUS

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

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

## 3. OWNERSHIP OF WORK

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

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

## 4. RECORDS

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

## 5. TERMINATION FOR DEFAULT

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

## 6. TERMINATION FOR CONVENIENCE

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

## 7. NON-DISCRIMINATION

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

## 8. INDEMNIFICATION

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

## 9. CHANGES

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

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

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

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

## 10. DISPUTE RESOLUTION

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

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

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

## 11. NO ASSIGNMENT

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

## 12. PROHIBITED INTERESTS

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

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

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

## 13. WAIVER

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

## 14. GOVERNING LAW

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

## 15. INSURANCE

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

PROPERTY MANAGEMENT SERVICES  
PERIOD OF PERFORMANCE: MMM DD, 2008 THROUGH MMM DD, 2013

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**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 more than 640 buses. The District's service area extends from Western Contra Costa County to Southern Alameda County. The District has approximately 2,300 employees and is financed through the receipt of transit fares, property taxes, state, and federal funding.

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

To be considered, one (1) original and three (3) copies of written proposals must be submitted no later than April 11, 2008, at 10:00 a.m. local time to:

AC Transit District  
10626 International Blvd.  
Oakland, California 94603  
Attn: Jamell Woodard  
Purchasing Department

All proposals should be clearly marked **PROPERTY MANAGEMENT SERVICES**. Proposals may be mailed or delivered. If mailed, proposals must be mailed in sufficient time to reach the above address before the specified time. If delivered, the proposals should be delivered to the above address. Proposals not received by the designated time or not delivered to the designated address will not be considered for award. **No facsimile or e-mail transmissions of proposals will be accepted.**

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

This RFP does not commit the district to award a contract, to pay costs incurred in the preparation of a proposal, or to procure or contract for services. The District reserves, at its sole discretion, the right to reject any and all proposals, cancel all or part of this RFP and waive any minor irregularities or informalities.

PROPERTY MANAGEMENT SERVICES  
PERIOD OF PERFORMANCE: MMM DD, 2008 THROUGH MMM DD, 2013

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**SPECIAL CONDITIONS**

**17. SCOPE OF SERVICES**

See Scope of Services section.

**18. MINIMUM PROPOSAL REQUIREMENTS**

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

- A. Contractor/firm name, addresses, telephone numbers and e-mail and web addresses and a brief description of the history and background of the firm.
- B. Name and resume of each principal(s) proposed who will be responsible for managing the District's property.
- C. Contractor's experience (history) in managing like size properties; a minimum of five (5) years experience managing industrial/commercial/warehouse properties is required to be considered. Please provide the property size, percentage of vacancies and percentage of rentals (generating income) and number of years actually managed.
- D. A minimum of three (3) recent references of properties currently being managed, or properties managed within the last twelve (12) months, specifying:
  - Company name
  - Contact person and contact person's title
  - Contact person's address, phone number, fax, number and e-mail address
- E. Provide a flat fee percentage to manage the District's property for the base period of five (5) years, and for the five (5) one-year options.

PROPERTY MANAGEMENT SERVICES  
PERIOD OF PERFORMANCE: MMM DD, 2008 THROUGH MMM DD, 2013

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**SPECIAL CONDITIONS**

**19. EVALUATION AND AWARD**

A. Evaluation Criteria in relative order of importance:

Cost

Technical:

- Contractor's qualifications and experience in managing industrial/commercial/warehouse property.

Past Performance:

- References

B. Evaluation Process

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

C. Award

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

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**SPECIAL CONDITIONS**

**20. PROTEST PROCEDURES**

A. Protest before Opening

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

B. Protest of Award

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

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

**21. 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.

**PROPERTY MANAGEMENT SERVICES**  
**PERIOD OF PERFORMANCE: MMM DD, 2008 THROUGH MMM DD, 2013**

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**SPECIAL CONDITIONS**

**22. RELEASE OF INFORMATION**

Contractor must receive prior permission from the District before releasing any reports, information or promotional materials prepared in connection with this Contract. The Contractor shall provide a copy or copies to the District Project Manager for first review and comment.

**23. INSURANCE REQUIREMENTS**

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. Coverage shall be at least as broad as:

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

B. 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 aggregate

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**SPECIAL CONDITIONS**

limit is used, either separate aggregate limit shall apply or 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 State of California and Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.
  4. Professional Errors/Omissions Liability: \$1,000,000 per occurrence.
  5. Crime Bond: \$1,000,000 per occurrence.
- C. Deductible and/or self-insured retentions must be declared to and approved by the District. The District reserves the option to require insurer to reduce or eliminate such deductible and self-insured retention as to District and/or require Contractor to procure a bond guaranteeing payment of any deductible or self-insured retention of losses, related investigations, claims, administration and defense expenses.
- D. Policies are to contain the following provisions:
1. General Liability and Automotive Liability
    - a. The District, its officers, officials and employees are to be covered as additional insureds as respects to liability arising out of activities performed on behalf of Contractor, products and completed operations of Contractor, premises owned, occupied or used by Contractor, and automobiles owned, leased, hired or borrowed by Contractor. Coverage shall contain no special limitation on scope of protection afforded to the District, its officers, officials or employees.
    - b. For any claims related to this contract, Contractor insurance coverage shall be primary insurance as respects the District, its officers, officials and employees. Any insurance or self-insurance maintained by District, its officers, officials or employees shall be in excess of Contractor 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 or employees.



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**SPECIAL CONDITIONS**

- d. Contractor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurer's liability.
2. Workers' Compensation and Employers Liability  
  
Insurer shall agree to waive all subrogation rights against the District, its officers, officials and employees for losses arising from work performed by the Contractor, except for such loss or damage caused by the sole negligence or willful misconduct of the District.
3. All Coverages
  - a. Each policy required shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party or reduced in coverages or limits, except after 30 days prior written notice by certified mail, return receipt requested, has been given to the District.
  - b. Each policy is to be on an "Occurrence" form. "Claims Made" form requires prior approval by the District as well as Contractor required to provide acceptable evidence of policy retroactive date and to maintain coverage with same retroactive date for a period of not less than five (5) years following termination of services.
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 Endorsements effecting coverages required and signed by a person authorized by insurer to bind coverage. Certificates and Endorsements are to be received and approved by the District prior to commencement of any work under Contract. The District reserves the right to require certified copies of all required insurance policies.

**PROPERTY MANAGEMENT SERVICES**  
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**SPECIAL CONDITIONS**

6. Other Requirements

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

**24. OPTION TO EXTEND THE CONTRACT (PRICED)**

At the sole discretion of the District, the contract may be extended unilaterally by the exercise of the five (5) one-year priced options. If exercised, the District shall notify the contractor in writing of its intent to exercise each priced option at least thirty (30) prior to the exercise of said options. The options shall be exercised in accordance with the prices proposed in the original submitted proposal.

**25. 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.

**26. VENDOR REGISTRATION**

If you are not already an AC Transit registered vendor, an online Vendor Registration is required prior to contract award. Proposers/Bidders should access [www.actransit.org](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.

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**SPECIAL CONDITIONS**

**27. FURTHER INFORMATION**

Prospective proposers may contact Ms. Jamell Woodard by telephone at (510) 577-8822, or by email [jwoodard@actransit](mailto:jwoodard@actransit) between the hours of 7:30 a.m. and 3:30 p.m., Monday through Friday, holidays excepted, for further information.

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**PROPERTY MANAGEMENT SERVICES**  
**PERIOD OF PERFORMANCE: MMM DD, 2008 THROUGH MMM DD, 2013**

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**SCOPE OF SERVICES**

**1. BACKGROUND**

The Alameda-Contra Costa Transit District (the District) is interested in acquiring the services of a professional Property Manager. The District owns approximately 3.25 acres of property at 37650 Sycamore Street and 6821 Central Avenue, Newark, California; and is in the process of purchasing approximately 16.36 acres of property at 901-1001 66<sup>th</sup> Avenue, Oakland, California.

The Newark property is presently being leased to four (4) inside tenants and six (6) outside tenants. These tenants range in activities from window fabrication, trash compacting repairs, truck storage, and a trucking operation office. Approximately 6,000 square feet of vacant space will soon be rented, leaving approximately 3,000 square feet of unleased interior space. All of the leases that exist, or will occur in the near term, are month-to-month tenancies.

The Oakland property, which the District is in the process of acquiring, contains both vacant land and buildings. The District plans on using a portion of this property (up to four acres) for the expansion of its adjacent bus yard facilities. The property is presently occupied by seven (7) tenants, with leases that will terminate in less than one (1) year, or are currently on month-to-month tenancies. Of the total leasable space of 248,945 square feet all but 43,893 (18%) is leased.

**2. PERIOD OF PERFORMANCE**

The District anticipates entering into a five (5) year property management contract, with five (5) one-year priced options, to be exercised unilaterally at the sole discretion of the District.

**3. SCOPE OF SERVICES**

The Property Manager will be required to perform the following tasks associated with this contract:

- A. Assist the District in determining how to maximize the use of the interior and exterior space available at these properties for the existing and future lessees

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**SCOPE OF SERVICES**

- B. Be responsible for securing tenants at market rate
- C. Taking responsibility for lessor-lessee relations, which shall ensuring that the lessees are complying with their insurance obligations under their respective leases
- D. Collect rent from all tenants
- E. Ensure the tenants abide by all laws and regulations and are not creating hazardous waste issues for the District
- F. Make appropriate inspections of the properties as necessary
- G. Operate the property as a quality project and perform all acts necessary for the management of like size and character
- H. Ensure that the property is well maintained and kept in good repair

**4. DISTRICT PROJECT MANAGER**

Kenneth Scheidig  
General Counsel  
1600 Franklin Street, 6<sup>th</sup> Floor  
Oakland, CA 94612  
Email: [kscheidi@actransit.org](mailto:kscheidi@actransit.org)  
Phone: (510) 891-7178

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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, or other authorized certifying agency, certified DBE under the FTA Uniform Certification Program.

Certification No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

- ☐ The Bidder/Proposer has applied for DBE status through CalTrans, or other authorized certifying agency, under the FTA Uniform Certification Program.

Application Date \_\_\_\_\_ Status of application \_\_\_\_\_

- ☐ The Bidder/Proposer is not a CalTrans, or other authorized certifying agency, certified DBE under the 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)

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**DESIGNATION OF SUBCONTRACTORS**

To comply with the requirements of the California Subletting and Subcontracting Fair Practices Act, contractor shall list the name and address of each subcontractor, including D.B.E. subcontractor to whom contractor proposes to Subcontract more than ½ of 1 percent of the work, and description and portions of the Work or services Subcontracted.

Attach additional copies of this form if more space is required.

<b>NAME AND ADDRESS</b>	<b>DESCRIPTION OF WORK OR SERVICES</b>	<b>ESTIMATED DOLLAR AMOUNT</b>	<b>DBE Y/N Pending</b>

**PROPERTY MANAGEMENT SERVICES**  
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**CONTRACT**

**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 services in full accordance with Request for Proposal No. 2008-1047 prepared and issued by the District entitled **PROPERTY MANAGEMENT SERVICES** dated April 1, 2008.

**2. COMPONENT PARTS**

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

- A. This Contract
- B. Request For Proposal No. 2008-1047
- C. Contractor's submitted proposal

**3. PERIOD OF PERFORMANCE**

Contractor shall furnish Property Management Services as specified in the Scope of Services to commence Month/Day 2008, thru Month/Day 2013 for the base period, with five (5) one (1) year priced options to continue until Month/Day 2018, 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 in accordance with their submitted proposal, a flat percentage of \_\_\_\_\_% based on the gross rent under each rental contract in existence at the time of the commencement of this contract, and on those rental contracts negotiated and in place during the term of this contract. The District and the Contractor must mutually agree upon any adjustments in payment. Invoices for services performed shall be submitted to AC Transit Accounts Payable, P.O. Box 28507, Oakland, California. 94604. **Please**



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**CONTRACT**

reference the Contract Number and Purchase Order Number on all invoices. Failure to do so could delay payment.

**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:**

**CONTRACTOR**

Procurement and Materials Director  
10626 International Boulevard  
Oakland, California 94603

**6. ATTORNEY'S FEES**

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

**7. SEVERABILITY**

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

**8. BINDING EFFECT**

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

**9. CONFLICT OF INTEREST**

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

**PROPERTY MANAGEMENT SERVICES**  
**PERIOD OF PERFORMANCE: MMM DD, 2008 THROUGH MMM DD, 2013**

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**CONTRACT**

receives no commissions or other payments from parties other than the District as a result of work performed hereunder.

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

**10. 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