

**REQUEST FOR PROPOSAL
PROFESSIONAL SERVICES**

**SIGN AND RETURN THIS PAGE
RFP PROPSAL NO.: 2014-1288**

**AC TRANSIT DISTRICT
Purchasing Department
1600 Franklin Street
Oakland, CA 94612 94603**

Date: July 15, 2015

**PROPOSALS MUST BE RECEIVED at:
1600 Franklin Street: by August 15, 2014 at
11:00 a.m.**

**TITLE: CONSULTANT SERVICES FOR
CAD/AVL AND RADIO
COMMUNICATION SYSTEMS**

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

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

ALL PROPOSERS COMPLETE THIS SECTION:

2014

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 contained in this document. 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 director, member, officer, or employee of the District during his/her tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.

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

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

13. WAIVER

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

14. GOVERNING LAW

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

15. INSURANCE

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

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16. GENERAL INFORMATION

Alameda-Contra Costa Transit District is a Special District, organized under the laws of the State of California, which provides public transit service to approximately 220,000 riders daily with a fleet of over 635 buses. The District's service area extends from western Contra Costa County to southern Alameda County. The District has approximately 1,944 employees and is financed through the receipt of transit fares, property taxes, state, and federal funding.

Prospective Contractors may submit questions regarding this RFP by **electronic transmission to bkjackso@actransit.org**. Transmissions must be received **no later than July 31, 2014 at 11:00 a.m.** An Addendum providing responses to those questions will be issued no later than **August 4, 2014 at 3:00 p.m.**

This Request for Proposal (RFP) outlines the scope of services as requested, 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 to **no later than 11:00 am on August 15, 2014, to:**

AC Transit Purchasing Department,
Mr. Brian K. Jackson, Contract Specialist
1600 Franklin Street
Oakland, California 94612

All proposals should be clearly marked **CONSULTANT SERVICES FOR CAD/AVL AND RADIO COMMUNICATION SYSTEMS**. Proposals not received by the designated time 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.

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

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17. PRE PROPOSAL CONFERENCE

The District has scheduled a pre-proposal conference to answer and discuss any questions pertaining to this RFP on **July 28, 2014 at 10:00 a.m., in the 8th Floor Conference room at AC Transit General Office, 1600 Franklin Street, Oakland, California 94612.** Contractors and interested parties may attend this one-day only event in order to better respond to this RFP.

18. SCOPE OF SERVICES

See Scope of Service section in this document

19. PROPOSAL REQUIREMENTS

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

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

20. MINIMUM QUALIFICATIONS

Both the Consultant and any sub-Contractors shall demonstrate Project and Owner's Representation experience with the procurement and implementation of a CAD/AVL system P.25 Radio Communications Installation, and commercial data systems.

The selected firm will be comprised of a team of experts, who together, have experience with Project Management or Owner's Representation experience in:

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- Implementation of at least 3 traditional CAD/AVL systems for transit properties, 2 of those with a fleet size of at least 100 vehicles within the last 5 years.
- Implementation of at least 2 complex CAD/AVL and Radio Communications systems that involve multiple procurements and/or subscriptions within the last 5 years
- Implementation of at least 1 CAD/AVL system that involves integration with a P25 communications system in the last 5 years.
- CAD/AVL implementations that involved wireless yard to onboard network communications.
- Implementation of a Real-Time, Next Bus, Passenger Information system.
- Proven expertise in the areas of best transit industry practices, federal communications requirements and standards, performance-based vendor contracts and current technology advances for transit systems.
- Proven experience in Project Management best practices and Project Phases.
- Proven experience in Procurement, Vendor selection, Contract Administration, System Design, System Engineering and Implementation, and Warranty of CAD/AVL and Radio Communications systems.
- Direct knowledge of National ITS standards as it relates to communication systems and protocols, engineering, networks, interfaces, data management, and information service management.

Desirable Qualifications

- Proven experience with CAD/AVL integrations to Real Time Passenger Information agencies such as 511.Org, and Google Maps.

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- Proven experience with CAD/AVL integrations to and from other major systems, such as Scheduling and Timekeeping systems and Enterprise Asset Management Systems.
- Proven expertise in the development of contract language, performance incentives, and performance bonds.

21. EVALUATION AND AWARD

A. Evaluation Criteria

Technical:

- Qualifications and experience of principals that will work on this project.
- Ability of principals to meet the District's needs based on the minimum requirements.
- Approach to and ability of Consultant team to meet the requirements listed under the Scope of Services.
- Project Work Plan and Schedule.
- Proposal Presentation and relevance to District requirements.
- Proposal's demonstration of firm's ability to meet project schedules and perform multiple tasks simultaneously.

B. Past Performance:

- Past Performance and References of Consultant firm.

C. Cost:

D. 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.

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- 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.

D. Award

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

E. Receipt and Distribution of Proposals

Copies of the written Technical and Qualification proposals will be distributed by the AC TRANSIT Purchasing and Materials Director to each member of the AC TRANSIT Evaluation Team and the Technical Advisory Team.

F. Responsiveness (pass or fail)

Exceptions, conditions, reservations or understandings that are explicitly, fully and separately stated will be evaluated for their acceptability. A Proposal having a preponderance of unacceptable exceptions and conditions may be cause for the Proposal to be rejected. Each of the exceptions and/or conditions made in a Proposal will be evaluated and the AC TRANSIT Purchasing and Materials Director will determine their individual acceptability. An unacceptable exception, condition, reservation or understanding, if not withdrawn by the Proposer upon the request by the AC TRANSIT Purchasing and Materials Director, would be cause for the Proposal to be rejected. In addition, if a Proposer receives a score of “0” in any one of the sections of the Technical

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Specifications, the Proposer will be given an opportunity to bring that section into compliance with the specifications. If the Proposer declines to do so, that Proposal may be rejected as non-responsive.

G. Responsible Proposers

Concurrently, the AC TRANSIT Purchasing and Materials Director will evaluate the Proposals to determine "Responsibility" in accordance with requirements of the "Instructions to Proposers". Any proposals from Proposers whom AC TRANSIT finds not to be responsible and finds cannot be made to be responsible may not be considered for the competitive range. Final determination of a Proposer's "responsibility" will be made upon the basis of initial information submitted in the proposal, any information submitted upon request by AC TRANSIT, information submitted in a Proposal revision, and information resulting from Authority inquiry of Proposer's references and its own knowledge of the Proposer. Responsibility is also inclusive of the proposer's finances. An independent review of financial responsibility will be made by a qualified party.

Award will only be made to a responsible Proposer that has been found by the AC TRANSIT Purchasing and Materials Director to be responsible both financially and technically and has the capability to perform the work of the Contract in accordance with the requirements of the Specifications and within the time specified. If the AC TRANSIT Purchasing and Materials Director finds that the Proposer did not meet these requirements, and cannot be made to meet these requirements, the AC TRANSIT Purchasing and Materials Director will determine the Proposer to not be responsible and its Proposal rejected. Final determination of "responsibility" will be determined prior to the issuance of a recommendation for award.

H. Application of Evaluation Criteria

Technical proposals will be evaluated based on the reviewer's determination of the degree of compliance with RFP requirements. The evaluation criteria will be applied in the determination of competitive range, final evaluation, and elsewhere as needed in the evaluation steps described in subsequent sections. Based upon individual evaluations, the AC TRANSIT Purchasing and Materials

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Director will record and tabulate the raw evaluation scores of the Committee and apply the established weights. The "Weighted Method" of scoring will be utilized.

I. Evaluation Scoring

This evaluation process will be used to determine those Proposers in the competitive range. The determination will be based on an overall score, arrived at separately by the members of the AC TRANSIT Evaluation Team and tabulated by the AC TRANSIT Purchasing and Materials Director for each Proposer.

J. Evaluation Criteria: Technical Proposal

The evaluation criteria in Section 19A will be used to evaluate each technical proposal.

K. Scoring Guidelines: Technical Proposal

The Proposals will be evaluated based on each Reviewer's determination of each criteria and sub-criteria compared to the degree of compliance with Contract requirements. Scores will be assigned according to the following:

Exceptional - 5

Fully compliant with Contract requirements and with desirable strengths or betterments; no errors, or risks, or weaknesses or omissions. There is a high probability of success.

Compliant - 4

Fully compliant with Contract - Meets in all aspects and may in some cases exceed the critical requirements

Good - 3

Generally compliant with Contract requirements; some minor errors, or risks, or weaknesses or omissions. Minor weaknesses can be readily corrected

Minimal - 2

Minimally compliant with Contract requirements; errors, or risks, or weaknesses or omissions; possible to correct and make acceptable.

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Deficient - 1

Barely-compliant with Contract requirements; errors, or risks, or weaknesses or omissions; difficult to correct and make acceptable, but possible.

Unacceptable – 0

Totally deficient and not in compliance with Contract requirements; demonstrates a lack of understanding of Contract requirements; extremely difficult and time consuming to correct. The Proposer will be provided an opportunity, within a schedule, to bring into compliance.

Evaluators may utilize non-whole numbers, i.e. decimals, in providing their raw scores. The AC TRANSIT Evaluation Team members will carry out and document its evaluations. Any extreme proposal deficiencies which may render a Proposal unacceptable will be documented. The AC TRANSIT Evaluation Team members will make specific note of questions, issues, concerns and areas requiring clarification by Proposer and to be discussed in any meetings with Proposers which AC TRANSIT finds to be within the competitive range.

L. Award Process

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

M. Evaluation Scoring

This evaluation process will be used to determine those Proposers in the competitive range. The determination will be based on an overall score, arrived at separately and tabulated by the members of AC Transit's procurement for each Proposer.

N. Evaluation Criteria: Technical Proposal

The evaluation criteria in Section will be used to evaluate each technical proposal.

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O. Scoring Guidelines: Technical Proposal

The Proposals will be evaluated based on each Reviewer's determination of each criteria and sub-criteria compared to the degree of compliance with Contract requirements. Scores will be assigned according to the following:

P. Tabulation and Determination of the Competitive Range

The AC Transit's procurement team shall prepare a final list of Proposals ranked according to the results of the Committee scored evaluations. Maximum potential points attainable per proposal are 2,500 points: 5 Evaluators X 5 Raw Points per Category X Weighting Factor = 2,500 points.

Q. Discussions with Offerors in the Competitive Range

The Proposers determined to be within the competitive range, will be notified and any questions and/or requests for clarifications provided in writing. AC Transit's procurement team will designate the members of the negotiating team. Each Proposer may be invited for an interview(s) and discussions with AC Transit to discuss answers to written or oral questions, clarifications, and any facet of its proposal.

No information, financial or otherwise, will be provided to any Proposer about any of the Proposals. Proposers will not be given a specific price or specific financial requirements they must meet to gain further consideration. Proposers will not be told of their rankings among the other Proposers.

R. Best and Final Offers (BAFO)

After all interviews and/or oral presentations have been completed, each of the Proposers in the competitive range may be afforded the opportunity to amend its proposal and make its BAFO, if the BAFO step of the evaluation process is deemed necessary by AC Transit. The request for BAFOs shall include:

1. Notice that discussions/negotiations are concluded.
2. Notice that this is the opportunity for submission of a BAFO.

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3. A common date and time for submission of written BAFOs, allowing a reasonable opportunity for preparation of the written BAFOs.
4. Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for the receipt of BAFOs and is subject to the late submissions, modifications, and withdrawals of proposals provisions of the Request for Proposal.
5. Notice that if Proposers do not submit a BAFO or a notice of withdrawal and another BAFO, their immediate previous Offer will be construed as their BAFO.
6. Any modifications to an initial proposal made by a Proposer in its BAFO, shall be identified in the BAFO. The AC TRANSIT Evaluation Team will evaluate the BAFO using the same criteria used to evaluate the original Proposals, for items that have been re-addressed in the BAFO. These final scores and rankings within each criterion will again be tabulated by the AC TRANSIT Purchasing and Materials Director and considered according to the relative degrees of importance of the criteria.

The AC TRANSIT Evaluation Team will then choose the proposal which it finds to be most advantageous to AC TRANSIT based on the tabulated results. The AC TRANSIT Evaluation Team's selection will be recommended to the AC TRANSIT Board of Directors for approval. The results of the evaluations and the selection of a proposal for any award will be documented.

The AC TRANSIT Board of Directors, has the option of accepting the recommendation or of making an award to another firm if it feels that such a selection is in the best interests of AC TRANSIT and public transit in the metro Bay area.

22. RIGHTS IN DATA

The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered, under this Agreement. The term includes graphic or pictorial delineation in media; text in specifications or related performance or design-type documents; machine forms. Except for its own internal use, the Contractor may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Contractor

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authorize others to do so, without the written consent of the District, until such time as the District may have either released or approved the release of such data to the public.

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

23. RELEASE OF INFORMATION

Before releasing any reports, information, or promotional materials prepared in connection with this Contract, Contractor shall provide a copy to the Project Manager or designee for review and comments.

24. INSURANCE

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

A. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. General Liability: Coverage is to be equal to Insurance Services Office Commercial General Liability Occurrence Form CG 0001.
2. Automotive Liability: Coverage is to be equal to Insurance Services Office Business Auto Form CA 0001 (01/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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4. Professional Errors and/or Omissions insurance appropriate to the Contractor's profession.

B. Minimum Limits of Insurance.

Contractor shall maintain limits no less than:

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

C. Deductible and/or Self-Insured Retentions.

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

D. Other Insurance Provisions.

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

1. General Liability and Automotive Liability
 - a. The District, its directors, officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed on behalf of the Contractor; products and completed operations of the

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Contractor; premises owned, occupied, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the District, its directors, officers, officials, employees, or volunteers.

- b. For any claims related to this agreement, the Contractor's insurance coverage shall be primary insurance as respects the District, its directors, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure with reporting provisions of the policies including breaches of warranties, shall not affect coverage provided to the District, its directors, officers, officials, employees, or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability

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

3. All Coverage

- a. Each policy required shall be endorsed to state that the coverage shall not be suspended, voided, canceled by either party, reduced in coverages or limits, except after 30 days prior written notice by certified mail, return receipt requested, has been given to the District, addressed to Claims and Liability, Alameda-Contra Costa Transit District, 1600 Franklin Street, Oakland, California 94612.
- b. Each policy is to be on an "Occurrence" form. "Claims Made" form requires prior approval by the District, as well as

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Contractor being required to provide acceptable evidence of the policy's retroactive date, and also will be required to maintain the coverage with the same retroactive date for a period of not less than five (5) years following termination of services under this Agreement.

4. Acceptability of Insurance

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

5. Verification of Coverage

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

6. Other Requirements

a. Should any work under this Agreement be sublet, the Contractor shall require each subcontractor of any tier to comply with all of the Agreement's insurance provisions and provide proof of such compliance to the District.

b. These insurance requirements are not intended to and shall not in any manner limit or otherwise qualify the liabilities and obligations otherwise assumed by the Contractor under this Agreement; including, but not limited to, the provisions concerning indemnification.

c. Compliance with these insurance requirements is considered a material part of the Agreement, and breach of any such provision may, at the option of the District, be considered a material breach of the Agreement, and result in action by the District to withhold payment and/or terminate the Agreement.

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FOR THE TERM SEPTEMBER 1, 2014 THROUGH AUGUST 31, 2018

SPECIAL CONDITIONS

25. PROTEST PROCEDURES

A. Protest Before Opening

Proposal/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 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/Bidder (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.

26. PROHIBITED INTERESTS

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

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

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

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27. EQUAL OPPORTUNITY/NON DISCRIMINATION

It is the policy of the district to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which minority and small/local business can compete for all District contracts. In connection with the performance of this contract, the Contractor will cooperate with the District in furthering the district's policy.

28. TYPE OF CONTRACT

This is a firm-fixed price type contract with a base performance period of four (4) years.

29. VENDOR REGISTRATION

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

30. FURTHER INFORMATION

Prospective proposers may contact Brian K. Jackson, by calling (510) 577-8837, between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, holidays excepted, for further information.

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**CONSULTANT SERVICES FOR CAD/AVL AND RADIO COMMUNICATIONS
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FOR THE TERM SEPTEMBER 1, 2014 THROUGH AUGUST 31, 2018

FEDERAL CLAUSES

1. NOTIFICATION OF FEDERAL PARTICIPATION

This contract may be financed in part by the Federal Transit Administration (FTA). Accordingly, federal requirements apply to this contract. In the event that those requirements are revised during the performance of this contract, the contractor shall incorporate those revised provisions mandated by the FTA.

2. NO OBLIGATION BY THE FEDERAL GOVERNMENT

A. 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, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. PROGRAM FRAUD. FALSE OR FRAUDULENT STATEMENTS & 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, 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.

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- 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 FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to 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 FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. ACCESS TO RECORDS

Upon request, the District agrees to permit and require its sub-grantees to permit the Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the State, or their authorized representatives, to inspect all contract work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its Sub recipient pertaining to the contract.

5. FEDERAL CHANGES

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 between the Purchaser and the 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.

6. 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.

**CONSULTANT SERVICES FOR CAD/AVL AND RADIO COMMUNICATIONS
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- 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.
 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.

**CONSULTANT SERVICES FOR CAD/AVL AND RADIO COMMUNICATIONS
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FEDERAL CLAUSES

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.

7. TERMINATION

A. Termination for Convenience

The District may terminate this contract, in whole or in part, at any time by 30 days prior written notice to the Contractor when it is in the District's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to District to be paid the Contractor. If the Contractor has any property in its possession belonging to the District, the Contractor will account for the same, and dispose of it in the manner the District directs.

B. Termination for Default

If the Contractor breaches the terms or violates the conditions of the contract, the District may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the District that the Contractor had an excusable reason for not performing, such as a strike, fire or flood, Acts of Terrorism, events which are not the fault of or are beyond the control of the Contractor, the District, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

C. Opportunity to Cure

In the case of termination for breach or default, the District will allow the Contractor ten (10) days in which to cure the breach or default. If the Contractors fail to remedy to the District's satisfaction the breach or default within the ten (10) day period after receipt by Contractor or written notice from District setting forth the nature of said breach or default,

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District shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude District from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

D. Waiver of Remedies for any Breach

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

8. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

a. This solicitation and resulting contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 8%. A separate DBE contract goal **{has not}** been established for this procurement, although a 3% SBE goal **has** been established..

b. The contractor shall not discriminate on the basis of race, color, national origin, 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 this DOT-assisted contract. Failure by the contractor 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. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the District.

e. The contractor must promptly notify the District whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the District.

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FEDERAL CLAUSES

f. Use of DBE Financial Institutions.

Pursuant to 49 CFR §26.27, the District strongly encourages contractors and subcontractors to utilize the services offered by DBE financial institutions. A list of DBE financial institutions can be found online at http://www.fms.treas.gov/mbdp/current_list.html or provided by the District's Contracts Compliance Administrator, Phillip McCants via email request to pmccants@actransit.org.

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.

9. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F 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 Agreement. The Contractor/Vendor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

10. DEBARMENT and SUSPENSION

- A. The prospective lower tier participant certifies, by submission of this bid or proposal, 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 A)
- 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 proposal.

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11. 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 B)

12. LOBBYING REQUIREMENTS & CERTIFICATION

The Recipient agrees to:

- A. Refrain from using Federal assistance funds to support lobbying.
- B. Comply, and assure the compliance of each third party contractor at any tier and each sub-recipient at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.
- C. Comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

Bidder must complete and execute the form entitled "Certification Regarding Lobbying" which is attached hereto and is an integral part of this Contract. (Attachment C)

13. CLEAN AIR

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the

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Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- 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.

14. CLEAN WATER

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 Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

15. CARGO PREFERENCE

- A. The contractor agrees 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;
- B. The contractor agrees 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. The contractor agrees 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.

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16. 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.

17. ENERGY CONSERVATION

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

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**CONSULTANT SERVICES FOR CAD/AVL AND RADIO COMMUNICATIONS
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FOR THE TERM SEPTEMBER 1, 2014 THROUGH AUGUST 31, 2018

TECHNICAL SPECIFICATIONS

1. PROJECT DESCRIPTION/SPECIFICATIONS

The Alameda-Contra Costa Transit District (The District or AC Transit) plans to replace its onboard CAD/AVL and radio communication systems for its fleet of 635 revenue buses and 39 non-revenue vehicles. The District's current CAD/AVL system is an ACS/Xerox installation, that was installed and accepted in 1999, and has, along with its UHF 488-490 MHz communications system, reached end of life. The District Board of Directors has approved a replacement project for both the CAD/AVL and the Communications systems. The project will implement the following components in the following manner:

1. The District will subscribe to the P.25-compliant East Bay Regional Communications System Authority for voice communications (EBRCSA)
2. The District will subscribe to a cellular provider for data communications and
3. The District will solicit a CAD/AVL solution through open and competitive procurement.

The technologies to be procured as part of this project include:

- CAD/AVL central system
- Mobile Data Terminals
- Vehicle Logic Units
- GPS, Voice radio, Cellular data, and Wi-Fi antennas
- Mobile Access Router
- PA Amplifier and Microphone
- Emergency Alarm
- Real Time Bus Arrival System

Technologies to be integrated as part of this project include:

- J1708/J1939 connections for Vehicle Health and Status Monitoring
- Transit Signal Priority
- Destination Signs
- Fuel Monitoring
- Security Video
- Farebox
- On-board Automated Vehicle Annunciation and Display System.
- Automatic Passenger Count System.

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TECHNICAL SPECIFICATIONS

2. BACKGROUND

In late 2012, the District engaged outside consulting services to provide a study for the replacement of its CAD/AVL and Radio Communications systems. From that study, the District received the following deliverables:

- A Master Technical Requirements Document
- A Staffing recommendation (Appendix A)
- A Concept of Operations (Appendix B)
- A Vendor Industry Scan
- A draft scope of work to form the body of an RFP for a CAD/AVL and Radio Communications system replacement
- A Recommended Implementation Strategy (Appendix C)

After analysis of the study, the District elected to follow the delivered Implementation Strategy and subscribe to EBRCSA for voice communication, subscribe to a cellular provider for the data communication, and openly and competitively procure the CAD/AVL solution.

Although the District has determined at this time to move forward with the EBRSCA subscription, it will investigate other communication opportunities that arise.

New Operations Control Center Location:

The new CAD/AVL system will be installed at the Operations Control Center, the central communication location for the CAD/AVL system, and the central location for Operations Controllers, one of the primary users of the CAD/AVL system. The District plans to move the Operations Control Center to 10626 International Blvd in Oakland in preparation for the new AD/AVL implementation.

The scope of this project includes the installation of new CAD/AVL and communications equipment in the new center, and cutover and transition from the old system (and the old center) to the new system (and the new center).

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TECHNICAL SPECIFICATIONS

San Francisco Transbay Terminals:

AC Transit provides bus service to San Francisco, with vehicles terminating at the Temporary Transbay Transit Terminal. The new Transbay Transit Center is scheduled for completion in 2017.

Additional full CAD/AVL and communications functionalities will also be required for both temporary and permanent San Francisco Transbay Terminals.

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SCOPE OF WORK

1. CONSULTANT RESPONSIBILITY

The Consultant shall report directly to the AC Transit Project Manager to perform the following tasks in the administration of the Communications, Operations, and Real Time Enterprise contract(s).

A. The Consultant shall perform Project Management duties that include but are not limited to:

- Developing and maintaining a project schedule using the District's **Primavera P6** Scheduling system (CDRL 001).
- Continually monitoring the project environment to identify risks to the project, analyze the potential impact of the risk, and the likelihood of occurrence (CDRL 002).
- Processing change requests or proposed changes in accordance with District procedures, to include such activities as analyzing the proposed change with respect to total system effectiveness, determining cost and schedule impacts to the project, drafting scopes of work, developing performance standards, developing deliverables requirements, and maintaining a Change log (CDRL 010).
- Submitting bi-weekly project status reports describing the activities accomplished during the reporting period, the status of project deliverables, any issue that were identified during the week as well as all issues identified to date and not yet resolved, and activities scheduled to take place in the next 60 days. (CDRL 004)The Consultant will work closely with the District Project Manager and the Project Team to aid in the adherence to the project scope, schedule and budget, produce necessary reports and other tasks required in the administration of the project.
- Attending project meetings with the Project Manager twice per month, and as required by the Project Manager.

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SCOPE OF WORK

- B. The Consultant shall perform procurement activities including, but not limited to:
- Providing consultation and recommendations on the contents and posting of the impending Request For Proposal for the CAD/AVL replacement.
 - Attending and participating in all pre-proposal conferences and respond to proposer questions with, and on behalf of the CAD/AVL Project Team. All responses must be archived and comply with District procurement practices.
 - Analyzing and comparing vendor proposals received for the replacement CAD/AVL system, subsystems, components, as directed by AC Transit and identifying vendors who fail to meet one or more technical requirements of the RFP (CLDR 003):
 - Provide analysis and recommendations for the selection of the data subscription component for the system (CLDR 005).
- C. The Consultant shall perform contract administration activities including, but not limited to:
- Reviewing, analyzing and drafting correspondence.
 - Reviewing, validating, analyzing and making recommendations on contractor invoices.
 - Recommending vendor performance incentives to include in the contract.
 - Assisting in the preparation of the Request for Best and Final Offers as per the District's procurement policy.
 - Assisting in the preparation of EBRSCA contracts, associated EBRSCA equipment contracts, and data subscription contracts.
- D. The Consultant shall perform System Design and Engineering activities including, but not limited to (CDRL 005).

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SCOPE OF WORK

- Reviewing, analyzing and identifying issues with all design and engineering submissions.
 - Attending a minimum of 20 full-day design reviews in-person.
 - Identifying product results that will benefit the District if implemented early, such as results that would benefit the BRT project.
 - Interacting with the prime contractor to resolve issues.
 - Collaborating on technical solutions to problems.
 - Assisting with the resolution of issues.
 - Advising the District on the adequacy and technical sufficiency of proposed designs and solutions.
 - Advising the District on the cost implications, both implementation costs and maintenance costs of proposed designs and solutions.
 - Performing a technical review of 12 proposed interface designs and solutions.
 - Developing a System Technical Specification of the new CAD/AVL system (CLDR 009).
 - For the purposes of Item D, the contractor shall prepare and submit a Technical Report documenting the result of the effort expended.
- E. The Consultant shall perform system installation, testing, and implementation activities including, but not limited to:
- Witnessing proof-of-design test of major subsystems and report on the acceptability of each in a Technical Report (CDRL 005). AC Transit shall have the responsibility of acceptance of all major subsystems, data interfaces, components and technical solutions resulting from testing, change orders or system configuration decisions.

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SCOPE OF WORK

- Providing inspection services as directed by AC Transit to ensure compliance with accepted design documents and best practices. (CDRL 005)
- Reviewing, inspecting and recommending changes to the district staff regarding the vendor proposed testing approach, proposed test requirements, documentation and qualifications of subcontracted personnel. (CDRL 005)
- Inspecting all installed equipment. (CDRL 005)
- Developing system test plans to validate the proper functioning of all aspects of the system, including the specific conditions for system acceptance for the District. (CDRL 006)
- Reviewing, commenting and securing changes to vendor or sub-contractor proposed test documentation as appropriate including any pre-boarding, post installation inspection requirements.
- Documenting the conditions and results of the testing and recommend acceptance or rejection of each component, subsystem, data interface or functional test as outlined in the vendor proposal and contract (CDRL 005).
- Assisting in the development of a mini-fleet test intended to test the viability of a proto-type of sub-components, software interfaces, or other system (CDRL 006).
- Assisting in systems integration testing and document all such test results (CDRL 005).
- Providing operational and training support to the AC Transit's Operations Control Center staff as they transition from the old system to the new combined system.
- Providing recommendations regarding infrastructure requirements for the new Operations Control Center.
- Providing logistical support to the Operations Control Center as they move from the old center to the new center.
- Providing Engineering support in the integration between EBRSCA, the District communication hardware, and the CAD/AVL system.

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SCOPE OF WORK

- Providing on-site technical support during go-live and cutover activities.
 - Analyzing production system performance and make recommendations for performance improvements (CLDR 007).
- F. The Consultant shall perform final acceptance activities including, but not limited to:
- Recommending AC Transit final acceptance or rejection of the District’s CAD/AVL system (CLDR 008).
 - Recommending future District actions necessary relative to continued operation and maintenance of the new production system (CLDR 008).
- G. Additional task orders may be assigned to the Consultant from the District, upon agreement of both the Consultant and the District as necessary. These task orders will define the scope, schedule, and costs for additional work to be completed outside of the scope of the base contract line items.

Contract Data Requirements List (CDRL)

CDRL #	Data	Format	Approval	Schedule
001	Project Schedule	Primavera P6	Project Manager	30 business days after NTP and updated monthly thereafter.
002	Risk Register	MS Excel	None	Initial: 30 business days after NTP Updated monthly or as required.
003	Vendor Proposal Analysis	.pdf final	Final	4 days after delivery of proposals to Owners Representatives
004	Bi-weekly Project Status Reports	.pdf	Project Manager	Due by COB each alternate Friday
005	Technical Report	.pdf	None	Document Review: 5 calendar days after receipt of the

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SCOPE OF WORK

CDRL #	Data	Format	Approval	Schedule
				document to be reviewed Installation Inspections: 10 calendar days after the inspection All Test reports: 5 calendar days after each test All other reports: Schedule specified by Project Manager
006	Mini-fleet and System Test Plans	Doc draft Pdf final	Project Manager	15 calendar after close of System Engineering phase
007	Analysis of system production performance	.pdf final	None	1. 15 business days after system 'go-live' 2. 30 business days after system go-live
008	Final Acceptance Recommendation/ Future recommendations	.pdf final	None	120 days after continuous operation of the new CAD/AVL system
009	System Technical Specification	.doc draft .pdf final	Project Manager	60 business days after final acceptance
010	Change log	MS Excel	None	Updated 1 day after each change request
011	Billing and Invoicing Report	.pdf	Project Manager	To accompany invoice at completion of milestones (see Billing and Invoicing)

2. BILLING AND INVOICING

For billing purposes, the Consultant shall submit a Technical Report (CDRL 011) and an invoice to AC Transit Accounts Payable with a copy to the Project Manager at the end of each of the following project milestones. The invoice shall also include requests for payments for the unpaid weekly status reports to date. Upon review of the Technical report and the invoice, the Project Manager shall approve/disapprove the invoice for payment. This Technical Report shall consist of:

- Project Status
- Project Performance Measurements

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SCOPE OF WORK

- Work Performance Reports
- Summary of Activities Completed during Reporting period
- Approved Project Changes
- Project Change Log
- Status of Deliverables
- Project Schedule
- Project Risk Register

Consultant's Task Line Item:	Payment Milestones
B	Completion of Procurement and Vendor Selection
C	Executed CAD/AVL Contract Award
D	System Design and Engineering:
	Acceptance of Preliminary Design
	Acceptance of Final Design
	Acceptance of System Technical Specification
E	System Testing, Installation and Implementation
	Acceptance of Pilot Test
	Completion of 25% Remaining Fleet Installation
	Completion of 50% Remaining Fleet Installation
	Completion of 75 % Remaining Fleet Installation
	Completion of 100 % Remaining Fleet Installation
F	Final Acceptance

3. PROPOSAL INCLUSIONS

The Proposer shall include a detailed and logical work plan outlining tasks and associated hours necessary to achieve the project objectives. The proposal will also include a proposed project schedule. On the required separate cost proposal, the same work plan should be submitted with the associated costs. At a minimum, the work plan and cost proposal shall include activities in the following areas:

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SCOPE OF WORK

Activities	Cost
Project Management	
Procurement and Vendor Selection	
Contract Administration	
System Design and Engineering	
System Testing, Installation and Implementation	
Final Acceptance	

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ATTACHMENT A

CERTIFICATION OF PROPOSED PRIME CONTRACTOR REGARDING

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(for Contracts totaling over \$100,000)

(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 proposal 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 proposal 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.

Signature and Title of Authorized
Official

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ATTACHMENT B
BUY AMERICA CERTIFICATE

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

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

The contractor hereby certifies that it meets 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 contractor 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: _____

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**ATTACHMENT C
CERTIFICATION REGARDING LOBBYING**

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 agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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FEDERAL CLAUSES
DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action: <input type="checkbox"/></p> <p>a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance</p>	<p>2. Status of Federal Action: <input type="checkbox"/></p> <p>a. Proposal/offer/application b. Initial award c. Post-award</p>	<p>3. Report Type: a. Initial filing b. material change</p> <p>For Material Change Only: Year _____ Quarter _____</p> <p>Date of Last Report: _____</p>
<p>4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> Congressional District, <i>if known</i>:</p>	<p>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i>:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, <i>if applicable</i>: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10a. Name and Address of Lobbying Entity (last name, first name, MI): (attach continuation sheet(s) SF-LLL-A, <i>if necessary</i>)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11.Amount of Payment (<i>check all that apply</i>): \$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned</p>	<p>13.Type of Payment (<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>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> Cash <input type="checkbox"/> in kind, specify nature _____ Value</p>		

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FEDERAL CLAUSES

<p>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:</p> <p style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, <i>if necessary</i>)</p>	
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>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.</p>	
	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____</p>
<p>Federal Use Only:</p>	
	<p>Authorized for Local Reproduction Standard Form - LLL</p>

Approved by OMB
0348-0048

END OF FEDERAL CLAUSES

**CONSULTANT SERVICES FOR CAD/AVL AND RADIO COMMUNICATIONS
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Attachment D: DISADVANTAGED BUSINESS ENTERPRISE 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, 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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CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____ 2014, 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 WORK

Contractor shall furnish the District all materials and services in full accordance with Request For Proposal No. 2014-1288 prepared and issued by the District entitled **CONSULTANT SERVICES FOR CAD/AVL AND RADIO COMMUNICATIONS SYSTEMS** dated MONTH DATE, 2014.

2. COMPONENT PARTS

This Request for Proposal 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. 2014-1288 and all Addenda
- C. Submitted Price Proposal

3. PERIOD OF PERFORMANCE

Services under this Contract shall commence upon execution of the Contract by the Parties and continue for Four (4) years unless extended by the parties. Contractor shall not be held liable for delays resulting from problems of scheduling on the part of the District.

4. CONTRACT PRICE

The District agrees to pay the Contractor hourly rates in accordance with their submitted Price Proposal (ranging between _____ and _____ per hour), with a not-to-exceed (NTE) contract budgeted amount of _____, per year, for a total contract value of _____, for services performed in accordance with this Contract. The District and the Contractor must mutually agree upon any adjustments in payment. Invoices for services performed shall be submitted monthly by the Contractor to AC Transit Accounts Payable, P.O. Box 28507, Oakland, California. 94604. **Please reference the Request For Proposal Number and Purchase Order Number on all invoices.**

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CONTRACT

5. NOTICES

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

DISTRICT:

Purchasing and Materials Director
1600 Franklin Street
Oakland, California 94612

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

8. BINDING EFFECT

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

9. CONFLICT OF INTEREST

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

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CONTRACT

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. VENUE

In the event of a dispute or breach of Contract, venue shall be in Alameda County, California.

12. PROGRAM MANAGER

- A. The Program Manager is the primary point of contact for program management and Contract amendments. Changes and administration are the responsibility of the Contract Specialist as coordinated between the Contractor, and Program Manager. Technical program/project questions, issues and requests for clarifications should be directed to:

**Alameda-Contra Costa Transit District
Attn: Sandra Lewis Williams
1600 Franklin Street
Oakland, California 94612
Office (510) 891-7116**

- B. All issues, decisions or potential contract changes, in conflict with any term and/or condition of the contract, are to be coordinated with the Contract Specialist Brian K. Jackson at bkjackso@actransit.org prior to a final interpretive determination.

Contractor will provide reports and other data as coordinated with the Program manager.

