Request for Proposals (RFP)  
No. 2019-10405  
WASTE WATER/STORM WATER MONITORING  

PROPOSALS MUST BE RECEIVED June 14, 2019, 1:00 p.m., 1600 FRANKLIN STREET, 6TH FLOOR  

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT (DISTRICT)
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1. Introduction

The District is issuing a Request for Proposals (RFP) from qualified proposers (hereafter referred to as "Proposer") FOR Waste Water and Storm Water Monitoring, as described in this RFP.

A. The services are more fully described in Exhibit A, Scope of Services (Page 34), included in this RFP.

B. The District invites sealed proposals in accordance with the provisions, specifications, and instructions set forth in this RFP. Proposals will be received until the date and time specified. Late proposals will not be considered.

C. All Proposers are cautioned to read the entire RFP, noting insurance and submittal requirements, and to complete all required forms enclosed. Failure to provide all requested information may cause the proposal to be rejected. The District reserves the right to waive minor irregularities in proposals and to reject any and all offers and re-solicit or cancel this RFP.

2. Schedule of Events

A. Proposals shall be governed by the following schedule below. All dates and times are tentative and subject to change.

<table>
<thead>
<tr>
<th>Solicitation Event</th>
<th>Date</th>
<th>Time</th>
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<tbody>
<tr>
<td>Distribution of RFP</td>
<td>27 May 2019</td>
<td>1:00 p.m.</td>
</tr>
<tr>
<td>Last day for written questions</td>
<td>03 June 2019</td>
<td>1:00 p.m.</td>
</tr>
<tr>
<td>District’s deadline to respond to questions via addendum</td>
<td>14 June 2019</td>
<td>1:00 p.m.</td>
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<tr>
<td>Deadline for proposals</td>
<td>14 June 2019</td>
<td>1:00 p.m.</td>
</tr>
<tr>
<td>Recommendation for Award</td>
<td>28 June 2019</td>
<td>1:00 p.m.</td>
</tr>
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</table>

B. Should a Proposer find discrepancies or omissions in the RFP, or should the Proposer be in doubt as to meanings, the Proposer shall notify the Purchasing Manager, Sharon E. Dennis, at sdennis@actransit.org prior to the date specified above for written questions. A solicitation addendum will be sent to all potential Proposers receiving the RFP, outlining the questions posed from all participants, and their respective answers.

C. A Proposer shall submit the exceptions with alternative language, as applicable, to the RFP.
Special Instructions to Proposers

1. **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 193,616 riders daily with a fleet of more than 586 buses. The District's service area extends from western Contra Costa County to southern Alameda County. The District has approximately 2,130 employees and is financed through the receipt of transit fares, property taxes, state, and federal funding.

   The District is seeking to engage a Contractor for Waste Water and Storm Water Monitoring as outlined in this Request for Proposal (RFP) Scope of Services as well as information that should be included in this proposal.

   It is the District’s intent to award a fixed price contract to a responsible and qualified proposer considering overall price, experience and responsiveness to this RFP.

   The District intends to issue a contract for Waste Water and Storm Water Monitoring for a base period of three (3) years.

2. **Proposal Submission**

   A. Each proposal must be submitted in an electronic format (i.e., flash drive or CD) and HARD COPY in two (2) separate sealed envelopes within the proposal package. **Envelope 1 (Technical Proposal)** and **Envelope 2 (Cost Proposal)**. All proposals shall be received no later than the date and time specified below at the District Office at the following address:

   AC Transit 
   Purchasing Department 
   1600 Franklin Street, 6th Floor 
   Oakland, CA 94612 
   Attn: **Sharon E. Dennis, Purchasing Manager**

   B. All packages shall be sealed and clearly marked as:

   RFP No.: **2019-10405** 
   **Waste Water and Storm Water Monitoring** 
   Due Date/Time: **June TBD, 2019/1 p.m., P.S.T.**

   C. Proposals may be mailed or delivered. If mailed, proposals must be mailed in sufficient time to reach the above address before the specified date/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.**

   D. Proposals will not be publicly opened. All proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation and selection process. Only the members of the Evaluation Team will be provided access to the proposals and evaluation results during this period.
3. Technical Proposal Content

Proposals shall be prepared simply and economically, providing a straightforward and concise description of the Proposer’s capabilities and approach for meeting the requirements of this RFP. The Proposer shall submit one (1) original and three (3) copies of the Technical Proposal, along with one (1) set of CDs/Flash Drive with a PDF version, containing the following information, at a minimum. The original shall be loose-bound and suitable for photocopy reproduction.

Proposal shall be organized as follows. Each section shall be clearly labeled with pages numbered and separated by tabs. Failure to provide ALL of the required submittals may render the proposal non-responsive. Proposers must comply with the page limits indicated for each tab. Page limits are applicable to original work and exclude any requested forms or resumes.

A. Tab 1, Proposer Forms
   i. Attachment A, RFP Cover Page
   ii. Attachment B, Proposer Statement of Qualifications and Business References
   iii. Attachment C, Prime and Subcontractor/Supplier Report
   iv. Attachment D, Cost Proposal Form

B. Tab 2, General Description

   General description of the firm and overview of the scope of Work/Services
   i. Proposers shall submit the firm name(s), addresses, telephone numbers and e-mail and/or web addresses and a brief description of the history, background of the firm and length of time in business under the same name. Include a point of contact for this project.
   ii. Provide a short description of the proposed work/services in accordance with the requirements of the Scope of Work/Services.
   iii. Provide firm size, number of employees, primary type of business, other affiliated businesses or services, and other descriptive material.

C. Tab 3, Proposer's Qualifications

   This section should include:
   i. Outline the qualifications of your firm, including expertise with public agencies. Special attention should be given to expertise in public transportation. The Proposer shall be technically qualified to perform work specified in the RFP and shall demonstrate qualifications by providing a written narrative describing your firm’s ability and specific approach to the work/services stated.
   ii. Organization chart and staffing plan including brief job descriptions of individuals proposed for Contractor staff.
iii. Name of principals who will be performing work/services; addresses, telephone numbers and e-mail addresses for those who will be performing these services.

iv. Provide a written narrative describing your firm’s ability and specific approach to providing the work/services requested in the RFP.

D. Tab 4, Key Personnel Qualifications and Experience

Proposer shall submit a summary of key project personnel, account executive and principals assigned or overseeing the work/services to this procurement and supporting staff assigned to this procurement, including:

i. Identify by name and title, the firm’s proposed designated account executive that will be handling the District’s account. Please include their respective resume and describe why the firm feels this person is best suited to handle the District’s account.

ii. Identify by name and title, e-mail address, phone number, facsimile number, the firm’s support staff who will be working on this account and describe briefly their responsibility in handling the District’s account. Attach resumes detailing experience, length of employment with your firm, education, and professional designations for the proposed team members.

iii. Describe the qualifications of the key project personnel, account executive and principals assigned or overseeing the project with the years of experience and the projects on which the individual worked; including those projects where the individual served as project manager.

iv. Describe briefly their responsibilities and prior experience relevant to the District’s work/scope of services.

v. Identify key personnel who will act as liaisons between the Contractor and the District’s Project Manager. Key personnel must be at a level within the Contractor’s organization to resolve any problems that may arise regarding a contract.

Note: Key personnel are essential to the work performed under the contract. Prior to making any material changes to key personnel, the Contractor shall notify the District’s Project Manager and Contracts Specialist listed in this RFP one (1) week in advance with detailed change justification. The Contractor shall make no material changes in key personnel without the written consent of the Project Manager.

vi. Describe a means by which any change in its staff will be implemented with a minimum of disruption to the services to the District.
vii. Provide a statement of the availability and location of staff and other required resources for performing all services and providing deliverables within indicated periods.

viii. Include all certifications, training, accreditations, and licenses of each person proposed who will be responsible for completing the required tasks, and how they will be designated.

E. Tab 5, Past Performance/References - Firm’s Past Performance Experience

Proposer shall provide references from active public agency and/or public transportation accounts, if any. Provide a list of references, including up to three (3) relevant references for which they have performed substantially similar work during the last three (3) years, with at least two (2) clients being in the public sector. Include for each reference:

1. Explain Waste Water and Storm Water Monitoring Experience performed for like organizations, public sector agencies, and other than public transportation businesses.

2. Provide at least one (1) example of relevant work for each area of specialty expertise to which a proposal is directed.

3. Complete and provide references and other information as contained in Attachment B – Proposer’s Statement of Qualifications and Business References Questionnaire. When providing references please include the following information:

   - Company name, address, telephone number, fax number and e-mail address
   - Contact person and contact person’s title
   - Contact person’s address, phone number, fax number and e-mail address
   - Company web site address
   - Length of your relationship
   - Description of type of work performed for client

   Email addresses must be provided or it may delay the evaluation process.

F. Tab 6, Exceptions

1. Exceptions

   If a proposer desires to take exception to the contract or any part of this RFP, the proposer shall provide the following information as a section of the proposal identified as “Exceptions to the Contract/RFP”.

   - Proposer shall clearly identify each proposed change to the contract or RFP including all relevant exhibits.
Special Instructions to Proposers

- Proposer shall furnish the reasons therefore as well as specific recommendations for alternative language.

The above factors shall be taken into account in evaluating proposals. Substantial exceptions to the contract or RFP may be determined by the District, at its sole discretion to be unacceptable.

4. Price Proposal Content

A. Cost Proposal: The cost proposal must be submitted on a “firm-fixed price” basis. A not-to-exceed flat, fixed fee should be entered on the Cost/Price Proposal Form for the term of the three (3) year base period, and shall be submitted on the Cost/Price Proposal Form attached hereto, which will be billed as stipulated.

B. In formulating your cost/price proposal, consider the cyclical nature of the services to be provided, with a high degree of support and coordination with District officers expected during the legislative sessions and less activity at other times.

C. Submit a cost/price proposal that includes billing detail and a breakdown of elements for any proposed fee. An itemization of reimbursable expenses are required.

D. For informational purposes, indicate hourly rate(s) for the individuals(s) assigned to the AC Transit account. The District will award the contract in accordance with your submitted proposal, with a not-to-exceed budgeted amount.

E. The Price Proposal shall be submitted in a separate sealed envelope, on a firm fixed rate/price basis and proposed for the entire contract term (3 years).

F. The price proposed for Waste Water and Storm Water Monitoring shall include all costs/prices for work/services provided.

G. The Proposer shall submit one (1) original and one (1) copy of the Price Proposal, along with one (1) set on a CD/Flash Drive in a pdf. The original shall be loose-bound and suitable for photocopy reproduction.

5. Evaluation Process

Evaluations will be made in strict accordance with all of the evaluation criteria and procedures specified herein.

A. Receipt and Distribution of Proposals

Copies of the written Technical and Qualification proposals will be distributed by the Contracts Specialist, or designee to each member of the Evaluation Team and the Technical Advisory Team (if applicable).

B. 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. An unacceptable exception, condition, reservation or understanding, if not withdrawn by the Proposer upon the request by the Contracts Specialist, or designee, 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 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.

C. Responsible Proposers

Concurrently, the District’s Procurement staff will evaluate the Proposals to determine “Responsibility” in accordance with requirements of the “Standard/Special Instructions to Proposers”. Any proposals from Proposers whom the District finds not to be responsible and finds cannot be made to be responsible shall 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 the District, information submitted in a Proposal revision, and information resulting from the District inquiry of Proposer’s references and its own knowledge of the Proposer.

Award will only be made to a responsible Proposer that has been found by the District to be responsible both financially and technically and has the capability to perform the work/services of the Contract in accordance with the requirements of the Specifications and within the time specified. If the District’s Procurement staff finds that the Proposer did not meet these requirements, and cannot be made to meet these requirements, the District will determine the Proposer to be non-responsible and its Proposal rejected. Final determination of “responsibility” will be determined prior to the issuance of a recommendation for award.

D. 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 Contracts Specialist will record and tabulate the raw evaluation scores of the Committee and apply the established weights. The “Weighted Method” of scoring will be utilized.

E. Evaluation Weighting:

The evaluation criteria outlined below will be used to evaluate each proposal:

<table>
<thead>
<tr>
<th>WEIGHT ASSIGNMENT FOR PROPOSAL EVALUATION CRITERIA</th>
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<tbody>
<tr>
<td>Evaluation Criteria</td>
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<tr>
<td>Responsiveness and Responsibility to Request for Proposal</td>
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<tr>
<td>1. Technical:</td>
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Special Instructions to Proposers

<table>
<thead>
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<th>a. Firm Qualifications and Experience</th>
<th>30</th>
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</thead>
<tbody>
<tr>
<td>b. Approach to and ability to meet the requirements under the Scope of Services</td>
<td>30</td>
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</tbody>
</table>

2. References and Past Performance:
   a. References and Past Performance | 10 |

3. Cost | 30 |

TOTAL POSSIBLE WEIGHT | 100 |

F. 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 District’s Evaluation Team and tabulated by the Contracts Specialist for each Proposer.

i. Technical Proposal Scoring:

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:

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

4 Compliant
Fully compliant with RFP requirements - Meets in all aspects and may in some cases exceed the critical requirements.

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

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

1 Deficient
Non-compliant with RFP requirements; errors, or risks, or weaknesses or omissions; difficult to correct and make acceptable.

0 Unacceptable
Totally deficient and not in compliance with RFP requirements; demonstrates a lack of understanding of RFP requirements.

ii. Evaluators may utilize non-whole numbers, i.e. decimals, in providing their raw scores. The District’s Evaluation Team members will carry out and document its evaluations.
Any extreme proposal deficiencies which may render a Proposal unacceptable will be documented. The District’s 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 the District finds to be within the competitive range.

### iii. Price Proposal Scoring

Points will be assigned by the Contracts Specialist, or designee to the Proposal with the lowest overall price. For Proposal evaluation purposes, the Proposer offering the lowest price for the contract will receive the maximum points allocated for price. All other Proposers will be allocated points based on the calculated percentage relationship between their proposal price offer and the proposal offer of the low Proposer. Scores will be rounded to the nearest tenth.

\[
\text{Total Raw Price Points} = (\text{Low Price/Proposer’s Price}) \times 5 \times \text{# of Evaluators}
\]

The Total Raw Price Points are then multiplied by the Price Weight to yield the Total Weighted Price Points.

The Total Weighted Price Points are added to the Total Weighted Technical Points to yield the grand total score of each proposer.

### iv. Tabulation and Determination of the Competitive Range

The Contracts Specialist or designee shall prepare a final list of Proposals ranked according to the results of the Committee scored evaluations. Maximum potential points attainable per Proposer per proposal are 2,500 points: 5 Evaluators X 5 Raw Points per Category X Weighting Factor = 2,500 points. This is an example used for illustrative purposes. Total points available may vary depending on the number of evaluators assigned to the evaluation process.

### v. Discussions with Proposers in the Competitive Range

The Proposers determined to be within the competitive range, may be notified and any questions and/or requests for clarifications provided in writing.

No information, financial or otherwise, will be provided to any Proposer about any of the Proposals. Proposers will not be told of their rankings among the other Proposers.

### vi. Oral Presentations/Interviews

Proposers may be required to give an oral presentation and/or interview regarding their proposal. Additional technical and/or cost information may be requested for clarification purposes, but in no way will change the original proposal submitted. If presentations and/or interviews are arranged, arrangements will be made with all Proposers within
the competitive range for an interview with the District to discuss answers to written or oral questions, clarifications, and any facet of its proposal.

vii. **Best and Final Offers (BAFO)**

After all interviews and/or oral presentations have been completed, if applicable, 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 the District. The request for BAFOs shall include:

i. Notice that discussions/negotiations are concluded.

ii. Notice that this is the opportunity for submission of a BAFO.

iii. A common date and time for submission of written BAFOs, allowing a reasonable opportunity for preparation of the written BAFOs.

iv. 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.

v. 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.

vi. Any modifications to an initial proposal made by a Proposer in its BAFO, shall be identified in the BAFO. The District’s 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 Contracts Specialist or designee and considered according to the relative degrees of importance of the criteria.

G. **Recommendation to Award**

The District will award to the proposer whose proposal is most advantageous to the District, with cost and other factors considered. The District’s Evaluation Team’s selection will be recommended to the District’s Board of Directors for approval, if required. The results of the evaluations and the selection of a proposal for any award will be documented.

The District reserves the right to award without any discussions or negotiations. Therefore, proposers are encouraged to submit their best offer initially. After the District approval of award, unsuccessful proposers will be notified of such award in a timely manner.
Standard Instructions to Proposers

1. Revisions/Addenda to RFP/Solicitation

If it becomes necessary to revise any part of this Request for Proposal (RFP), or if additional information is necessary to enable the Proposers to make an adequate interpretation of the provisions of this RFP for proposal, an Addendum to the RFP will be provided to each prospective Proposer. Proposers must acknowledge receipt of all Solicitation Addenda in proposals submitted to the District via the RFP Cover Page form located in the Attachments section.

2. Explanation to Proposers

Any explanation desired by a Proposer regarding the meaning or interpretation of this solicitation must be requested in writing and received prior to date specified in the “Schedule of Events” in the Special Instructions to Proposers Section. All information provided to any prospective Proposer concerning this solicitation will be furnished to all prospective Proposers in writing.

3. Verbal Agreements

No prior, current, or post-award verbal conversations or agreement(s) with any officer, agent, or employee of the District shall affect or modify any terms or obligations of this RFP or any Contract that may result from this procurement. Oral explanations or instructions will not be binding.

4. Signature Requirements

A. Proposals must be signed by a duly authorized officer(s) eligible to sign contract documents for the Proposer (the "Authorized Signer").

B. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one Proposer or one legal entity. The submittal should indicate the responsible entity. Proposers should be aware that joint and several responsibility and liability will attach to any resulting Contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

5. Vendor Registration

Online Vendor Registration is required prior to contract award. Proposers should access www.actransit.org, select: Doing Business with AC Transit, Vendor Login and Registration, and Vendor Registration, to 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 Contracts Specialist for instructions.
Standard Instructions to Proposers

6. News Releases

Written approval by the District shall be required prior to any public disclosure regarding this RFP or any subsequent selection or contract award.

7. Reserved Rights

A. All Proposers are notified that the Contract for these services is contingent upon funds appropriated by the District and local, regional, state and federal governments. In the event that funding is eliminated or decreased, the District reserves the right to terminate any Contract or modify it accordingly. The District makes no representations that any Contract will be awarded to any Proposer responding to the RFP.

B. The District reserves the right to waive any immaterial irregularities in any and all proposals.

C. The District reserves the right to reject all proposals and re-solicit or cancel this procurement if deemed by the District to be in its best interest, without indicating any reasons for such rejection(s).

D. The District reserves the right to enter into a Contract with any Proposer based upon the initial proposal or on the basis of a best and final offer without conducting interviews.

E. The District will award to the proposer whose proposal is most advantageous to the District, with cost and other factors considered.

F. The District reserves the right to negotiate a contract that covers selected parts of a proposal, or a contract that will be interrupted for a period or terminated for lack of funds.

G. The District reserves the right to award in whole or in part, by line item or group, or to make multiple awards or no award, whatever is in the best interests of the District.

8. Cost of Proposal and Pre-Contractual Expenses

The District shall not be liable for any pre-contractual expenses incurred by any Proposer. Proposer shall not include any such expenses as part of the Proposal offer in response to the RFP. The District shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

Pre-contractual expenses are defined as expenses incurred by Proposer in:

A. Proposals in response to this RFP.

B. Costs associated with interviews and meetings (including travel expenses) incurred in responding to this RFP.

C. Other expenses incurred by a Proposer prior to the date of award and formal Notice to Proceed for any contract.
9. Pricing and Financial Information

A. Each Proposer shall submit a Price Proposal in accordance with the Special Instructions to Proposers. The price must be valid for a minimum of one hundred eighty (180) days from date of submittal.

B. Proposers agree to permit access to financial records for a Pre-Award Audit to verify labor rates, overhead rates, and other information should the District determine that such an audit is required prior to negotiations or award of a Contract.

10. Debriefing

Unsuccessful Proposers may make a written request for a formal debriefing of their Proposal.

11. Waiver

By submission of its proposal, the Proposer represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, services, supplies, materials, or equipment called for in the solicitation; that it has checked its proposal for errors and omissions; that the prices stated in its proposal are correct and as intended by it; and are a complete and correct statement of its prices for providing all the labor, services, supplies, materials, equipment and other resources required.

12. Public Records/Confidentiality

A. The proposals received in response to this RFP become the exclusive property of the District.

B. When a Contract award is approved by the District, all proposals submitted in response to this RFP shall become a matter of public record and shall be regarded as public records. Those elements of each proposal which are marked as “CONFIDENTIAL” or “PROPRIETARY” and are determined by the District to be confidential shall be exempt from being deemed as a public record.

C. If required by law or by an order of a court, the District may be required to disclose such records or portions thereof, including without limitation those so marked.

D. Proposals that indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be technically unacceptable as privileged information and be subject to public disclosure.

E. In the event a proprietary information designation is challenged by a third party, the proposer agrees to provide legal counsel or other necessary assistance to indemnify the District, defend the designation and agrees to hold the District harmless for any costs or damages arising from such challenge.

F. Any information submitted in the proposal that the Contractor has determined to be PROPRIETARY in nature, shall be marked accordingly.
13. Knowledge of Proposal/Price Conditions

Before submitting a Proposal, the Proposer shall carefully read all sections of this RFP and shall fully inform itself as to all existing conditions and limitations.

14. Black Out Provision

No Proposer, including anyone directly or indirectly on behalf of such Proposer, shall attempt to influence any part of the process. From the time the RFP is issued until District’s Board of Directors or designee makes the Contract Award (the “Black-Out Period”), Proposers directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including, but not limited to, the use of paid media; contacting or lobbying the District’s Board of Directors or General Manager (GM) or any District employee; contacting reporters; contacting RFP evaluators; submitting letters, e-mail messages or other similar forms of communications to the editor of newspapers and other media for publication or ghostwriting or otherwise requesting others to submit such letters, e-mail messages or other similar forms of communication; answering questions regarding the RFP or their Proposals during the “Black-Out Period” or in any other way which could be construed to influence any part of the decision making process about this RFP.

Violation of this provision will cause the Proposal to be rejected.

15. Debarred Proposers

At the time of proposal submittal, the Proposer, including any of its officers or holders of a controlling interest, is obligated to inform the District whether or not it is or has been on any debarred Proposers’ list maintained by the U.S. Government and the State of California.

16. Protest Procedures

Copies of the District’s Procurement Protest Procedures can be obtained online at http://www.actransit.org/about-us/board-of-directors/board-policies/ or Proposers should access www.actransit.org and click on Board Policies/Ordinances, and then scroll down the page to Board Policy 468 and click on Procurement Protest Procedures or by written request to the District’s Purchasing Manager, Sharon E. Dennis, assigned to this procurement identified above. FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS SET FORTH IN THE DISTRICT’S PROCUREMENT PROTEST PROCEDURES MAY RESULT IN REJECTION OF THE PROTEST.
RFP Cover Page - Checklist

☐ Attachment A  RFP Cover Page
☐ Attachment B  Proposer Statement of Qualifications and Business References
☐ Attachment C  Prime and Subcontractor Report

☐ Attachment D  Cost Proposal Form (to be submitted in separate sealed envelope)
Proposal Forms – ATTACHMENT A RFP COVER PAGE
To be Completed and Returned by Proposers

Attachment A
RFP Cover Page

Name of Business: ______________________________________________________________

Type of Business: ☐ Sole Proprietor ☐ Partnership ☐ Joint Venture ☐ Corporation (Incorporated under the State of ___)

Primary Business Address: _____________________________________________________________________________

Contact Name: ___________________________________________ Title: ________________________________

Email: ___________________________ Phone #: _______________________

☐ Receipt of ________________________ (insert/list #) Addenda
   The Proposer warrants and represents that it has received all Addenda issued by the District in connection
   with this solicitation.

☐ Proposal Validity
   Proposal shall remain valid for a period of not less than 180 days from the date of submittal.

☐ Insurance
   The Proposer agrees to fully comply with the insurance requirements provided in Sample Contract,
   Exhibit B: Special Terms and Conditions.

☐ Non-Collusion
   The Proposer has made this proposal independently, without consultation, communication, or
   agreement for the purpose of restricting competition as to any matter relating to Request for Proposals
   with any other firm or with any other competitor.

☐ Non-Conflict:
   The Proposer 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 Proposer
   further covenants that in the performance of this agreement, no person having any such interest shall
   be employed by the Proposer, and that the Proposer receives no commissions or other payments from
   parties other than the District as a result of work performed.

☐ Equal Employment Opportunity:
The Proposer agrees to comply with the Civil Rights Act, and agrees to have a complaint procedure where violations of the Act can be reported and appropriately adjudicated. The Proposer agrees to comply with applicable Federal laws, implementing regulations, and other implementing requirements the FTA may issue. In addition the Proposer agrees to provide workforce data reports as may be periodically requested by the District.

☐ Drug Free Workplace:
The Proposer certifies, pursuant to the definitions regarding a Drug Free Workplace provided in the Federal Acquisition Regulation System (“FAR”), Procedures for Transportation Workplace Drug & Alcohol Testing Programs, 49 CFR 40, and Prevention of Alcohol Misuse & Prohibited Drug Use in Transit Operation, 49 CFR 655, as amended, to the best of its knowledge and belief that it and its principles maintain a workplace(s) safe and free from “controlled substances” as described in the Controlled Substances Act (21 U.S.C. 812) and as further described in regulations 21 CFR 1308.11 - 1308.15.

The undersigned agrees to comply with the above referenced provisions and certifies that all information included in your proposal is, to the best of your knowledge, true, accurate and complete. Furthermore, upon execution of a Contract, to furnish the District with services and/or goods, in accordance with the terms outlined in this solicitation (including all addenda) and in the manner and at the prices proposed.

Typed name: __________________________________________  Title: ________________________________

Signature: ___________________________________________  Date: ________________________________

Typed name: __________________________________________  Title: ________________________________

Signature: ___________________________________________  Date: ________________________________
Proposal Forms – ATTACHMENT B
PROPOSER’S STATEMENT OF QUALIFICATIONS & BUSINESS REFERENCES
To be Completed and Returned by Proposers

A. Proposer Name: ___________________________________________________________

B. How many years has your organization been in business as a Contractor under your present
business name? _____________

   1. As a general contractor? _________________

   2. As a subcontractor? _______________________

C. 3-Year Annual Gross Receipts:
The firm’s gross annual receipts for the most recent three (3) years or the firm’s financial
statement for the past three (3) years prepared in accordance with the United States Generally
Accepted Accounting Principles (GAAP) and audited by an independent certified public
accountant

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D. Give information below about all your current and ongoing projects. (Attach additional sheets
if necessary).

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<tr>
<th>Client Information</th>
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<tr>
<td>Firm Name:</td>
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<td>Contact Person Name and Title:</td>
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<td>Address, City, State, Zip Code:</td>
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<th>Type of Work (Description of Products/Services Provided)</th>
<th>Value of Work</th>
<th>Percent Completed of Overall Project</th>
<th>Scheduled Completion Date</th>
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### Type of Work

(Description of Products/Services Provided)

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<th>Percent Completed of Overall Project</th>
<th>Scheduled Completion Date</th>
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Page 21 of 49
E. List all key projects your organization has completed similar in nature to the scope of services outlined in this solicitation during at least the last three (3) years in the following tabulation.

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<th>Client Information</th>
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<th>Year Started</th>
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<tr>
<td>(Description of Products/Services Provided)</td>
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</table>
### Client Information

| Firm Name: |  |
| Contact Person Name and Title: |  |
| Address, City, State, Zip Code: |  |
| Phone and Fax Number: |  |
| Email Address: |  |
| Web Site Address |  |

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<th>Type of Work (Description of Products/Services Provided)</th>
<th>Value of Work</th>
<th>Year Started</th>
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### Client Information

| Firm Name: |  |
| Contact Person Name and Title: |  |
| Address, City, State, Zip Code: |  |
| Phone and Fax Number: |  |
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| Web Site Address |  |

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<th>Type of Work (Description of Products/Services Provided)</th>
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(Attach additional sheets if necessary)
F. Give information below about the relevant experience of the principal individuals of your present organization including those individuals to be in responsible charge of this project. Attach additional sheets if necessary.

<table>
<thead>
<tr>
<th>Organization’s Authorized Representative:</th>
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<tbody>
<tr>
<td>Contact Person Name:</td>
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<tr>
<td>Contact Person Title:</td>
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<td>Phone Number:</td>
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<td>Fax Number:</td>
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<td>Email Address:</td>
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<tr>
<td>Years of Professional Experience:</td>
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<td>Type of Work:</td>
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<tr>
<th>Principal Individuals:</th>
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<td>Contact Person Name:</td>
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<td>Contact Person Title:</td>
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<td>Type of Work:</td>
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<th>Principal Individuals:</th>
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<tr>
<td>Years of Professional Experience:</td>
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<tr>
<td>Type of Work:</td>
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</tbody>
</table>
### G. References:
List Professional references for who your organization has performed work similar in nature to the scope of services outlined in this solicitation.

<table>
<thead>
<tr>
<th>A. Business Reference</th>
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<tbody>
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<td>Firm Name:</td>
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<td>Contact Person Name and Title:</td>
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<th>B. Business Reference</th>
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<td>Firm Name:</td>
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<td>Contact Person Name and Title:</td>
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<td>Dun and Bradstreet Number</td>
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<tr>
<th>C. Business Reference</th>
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<td>Firm Name:</td>
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<td>Contact Person Name and Title:</td>
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<td>Web Site Address</td>
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<tr>
<td>Dun and Bradstreet Number</td>
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</tbody>
</table>
Proposer’s Statement of Qualifications & Business References
To be Completed and Returned by Proposers

H. Have you or your organization, or any officer or partner thereof, failed to complete a contract?
   □ No   □ Yes  If yes, please explain below. Attach additional sheets if necessary.
   ___________________________________________________________________________
   ___________________________________________________________________________
   ___________________________________________________________________________
   ___________________________________________________________________________

I. Is any pending litigation or adverse findings against your organization?
   □ No   □ Yes  If yes, please explain below. Attach additional sheets if necessary.
   ___________________________________________________________________________
   ___________________________________________________________________________
   ___________________________________________________________________________
   ___________________________________________________________________________

J. Has the firm ever been subject to a regulatory, state or Federal agency investigation for alleged improper, fraudulent, disreputable or unfair activities related to business practices? Have any employees ever been investigated? Explain?
   ___________________________________________________________________________
   ___________________________________________________________________________
   ___________________________________________________________________________
   ___________________________________________________________________________

K. Has a contract been “defaulted”? __________ If so, where, when and why?
   ___________________________________________________________________________
   ___________________________________________________________________________
   ___________________________________________________________________________
   How was it resolved?
   ___________________________________________________________________________
   ___________________________________________________________________________
   ___________________________________________________________________________
L. Has there been a past contract “debarment” action? If so, where, when and why?

_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________

How was it resolved?

_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________

M. Attach City, County, State Business License(s), Permit(s) copies to include dates and geographic areas of operation.
### Proposal Forms – ATTACHMENT C

**PRIME CONTRACTOR & SUBCONTRACTOR/SUPPLIER REPORT**

*To be Completed and Returned by Proposers*

The Proposer is required to furnish the following information in accordance with the provisions of Public Contract Code Sections 4100 to 4113, inclusive. This list and information shall include all subcontractors that will perform work, provide labor or render services to the Proposer in connection with the project in an amount in excess of one-half of one percent (0.5%) of the total amount of Proposer’s Grand Total Proposal/Bid Price.

<table>
<thead>
<tr>
<th>Prime/Subcontractor/Supplier Name/Address/Contact Information</th>
<th>Type of Work or Materials</th>
<th>Percentage of Work/Materials</th>
<th>Check if Applicable</th>
<th>DBE/SBE Certifying Agency (i.e. State of CA)</th>
<th>Annual Gross Receipts for the Last 3 Years</th>
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<tbody>
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<td>Name:</td>
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*(DO NOT LIST ALTERNATIVE SUBCONTRACTORS FOR THE SAME WORK. ATTACH ADDITIONAL SHEETS AS NECESSARY)*
Pricing shall remain firm-fixed through the entire term of the three (3) year Contract. The amount shall include all costs/pricing for labor, materials, tools, equipment, services, freight, insurance, overhead, profit, and all other costs incidental to the performance of the services specified under the Contract.

<table>
<thead>
<tr>
<th>SCOPE OF WORK #</th>
<th>FACILITY</th>
<th>FREQUENCY</th>
<th>FIXED PRICE FOR 3 YEAR BASE PERIOD</th>
</tr>
</thead>
</table>
| 1               | WASTE WATER  
Emeryville Div 2 – One (1) Discharge Location  
Seminary Div 4 – Two (2) Discharge Locations  
Oakland CMF – One (1) Discharge Location | T  
Semi-Annual  
Semi-Annual | |
| 2               | WASTE WATER  
Richmond Div 3 – Two (2) Discharge Locations | Quarterly | |
| 3               | WASTE WATER  
Hayward Div 6 – No Current Scope | N/A | N/A |
| 4               | STORM WATER  
Emeryville Div 2 – One (1) Sample  
Richmond Div 3 – One (1) Sample  
Seminary Div 4 – One (1) Sample  
Hayward Div 6 – Two (2) Samples  
Oakland CMF – One (1) Sample  
All 5 Facilities – Visual Observations | 4 Rain Events  
4 Rain Events  
4 Rain Events  
4 Rain Events  
4 Rain Events  
Monthly | |
| TOTAL FOR EACH YEAR | | | $ |

TOTAL PRICE (TOTAL OF ALL 3 YEARS EQUALS BASE PERIOD) $__________
THIS CONTRACT is made and entered into this TBD day of June 2019, by and between the ALAMEDA-CONTRA COSTA TRANSIT DISTRICT (hereinafter "AC Transit" or the "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. 2019-10405 prepared and issued by the District titled WASTE WATER AND STORM WATER MONITORING dated TBD, 2019.

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. 2019-10405 and any addenda
C. Contractor’s submitted proposal dated

3. PERIOD OF PERFORMANCE

Services under this Contract shall commence July 01, 2019 and continue through June 30 2022, unless extended by the parties. The 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 its submitted cost proposal. Costs for these services will be on a firm-fixed price basis, with a not-to-exceed (NTE) total contract price in the amount of $______________ for the three (3) year base period, budgeted at $______________ per year, for all 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 to AC Transit Accounts Payable, P.O. Box 28507, Oakland, California 94604. Payment to the Contractor will be made Net
30 days after receipt of approved invoices. Please reference the Contract Number and Purchase Order Number on all submitted invoices. Failure to do so could delay payment.

4. PROJECT MANAGER

A. The Program Manager will be the primary point of contact for the District, coordinating program management between the Contractor, Contract Specialists, and Purchasing Manager. Technical project questions, issues and requests for clarifications should be directed to:

Daniel Ruslen  
AC Transit  
Central Maintenance Facility  
10626 International Blvd.  
Oakland, CA  
510-577-8869

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 Purchasing Department prior to a final determination.

5. NOTICES

Any notices, 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 to all parties to this Contract.

DISTRICT:  
AC Transit  
Procurement and Materials Director  
1600 Franklin Street, 6th Floor  
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 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 Contract, 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 Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by the Contractor, and that the Contractor receives no commissions or other payments from parties other than the District as a result of work performed hereunder.

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

10. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or any right, title, or interest in or to the same or any part thereof without prior consent of the District.

11. GOVERNING LAW

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

12. VENUE

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

13. 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:

______________________________ Date
Michael Hursh
General Manager

______________________________ Date
Signature

CONTRACTOR:

______________________________ Date

APPROVED AS TO FORM AND CONTENT:

______________________________
Denise Standridge
General Counsel

______________________________
Print Name

______________________________
Title
1. INTRODUCTION

The District is seeking Waste Water and Storm Water Monitoring work/services for a three (3) year contract period.

2. SCOPE OF SERVICES

The consultant shall be responsible for the following work/services to the following facilities:

**Divisions 2, 4 and Central Maintenance Facility Locations**

Division 2, 1177 47th Street, Emeryville, CA  
Division 4, 1100 Seminary Ave., Oakland CA  
Central Maintenance Facility (CMF), 10626 International Blvd., Oakland, CA

A. Scope

Perform waste water discharge sampling every six months at these AC Transit facilities in accordance with their respective EBMUD discharge permits (as described below). The frequency, samplings and reports must be in accordance to the requirements found in the **EBMUD Waste Water Discharge Permit Standard Terms and Conditions**.

<table>
<thead>
<tr>
<th>Even Year Sampling Week</th>
<th>Odd Year Sampling Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Monday of April</td>
<td>1st Monday of January</td>
</tr>
<tr>
<td>1st Monday of October</td>
<td>1st Monday of June</td>
</tr>
</tbody>
</table>

B. Sample Collection and Analyses

1. Division 2, Emeryville: One (1) discharge location, side sewer #1. Two (2) waste water discharge sampling events per year. Each sample (grab) is to be analyzed for oil and grease using EPA Methods 1664A HEM-SGT using appropriate representative sampling methodology.

2. Division 5, Seminary Ave. Two (2) discharge locations, side sewers #3 and #4. Two (2) waste water discharge sampling events per year for each discharge site. Each sample (grab) is to be analyzed for oil and grease using EPA Method 1664A HEM-SGT using appropriate representative sampling methodology.

3. Central Maintenance, International Blvd: One (1) discharge location, side sewer #1. Two (2) waste eater discharge sampling events per year. Each
sample (grab) is to be analyzed for oil and grease using EPA Method 1664A HEM-SGT using appropriate representative sampling methodology.

4. All monitoring and sampling, including use of appropriate containers, preservation techniques, and holding times, shall be in accordance with the requirements found in EMBUD Wastewater Discharge Permit Standard Terms and Conditions. The analyses shall be conducted by a laboratory certified to perform them. The name, address and copies of laboratory certifications must be provided with the Proposal.

5. For all three (3) Divisions, compare sampling data to the numeric action levels in the permit and advise AC Transit’s Project Manager through formal/written communication/email.

6. For all three (3) Divisions, in the event that the sampling data/results exceed permitted levels, a formal corrective action shall be presented to AC Transit to further investigate and achieve compliance.

C. Reporting

For each sampling event, a report must be provided to AC Transit no later than twenty-one (21) days following the sample collection. All samples must be analyzed by a State-certified lab. The name, address and copy of laboratory certifications must be provided with the Proposal. Analytical data must be provided on a certified analytical report with copies of lab quality assurance/quality control reports and appropriate chain-of custody forms.

3. Division 3 Location, 2016 Macdonald Ave., Richmond, CA

A. Scope

Perform quarterly waste water discharge sampling in accordance with Section V of AC Transit’s 2017-2022 Wastewater Discharge Permit (# ID17-00005). The City and AC Transit’s Environmental Engineering Department shall be notified at least two (2) business days prior to the scheduled self-monitoring event.

B. Sample Collection and Analyses

1. Two (2) discharge locations exist at the facility: L001 – at the wastewater pretreatment system located between the vehicle wash station, and L002 – at the wastewater pretreatment system located inside dynamometer bay within the maintenance building. On a quarterly basis, collect a grab sample from
each location. Each sample is to be analyzed for Oil and Grease using EPA Method 1664A HEM-SGT, total recoverable metals (copper, lead, nickel and zinc) using EPA Method 200.7, mercury using EPA Method 245.1, and pH. For each quarterly sampling event, a travel blank sample must be submitted to the laboratory for quality assurance/quality control purposes.

2. All measurements, tests, and analyses of the characteristics of the waste water shall be determined in accordance with the techniques and procedures prescribed in 40 CFR Part 136 as amended, by a laboratory certified to perform them. The name, address and copies of laboratory certifications must be provided with the Proposal.

C. Reporting

For each quarterly sampling event, a report must be provided to AC Transit no later than three (3) weeks following the sample collection. This report must include a description of all analyses performed on the samples, the analytical detection limits. Quality Assurance/Quality Control data, and chain-of-custody forms. For each grab sample, a completed waste water field data form must be completed that contains water meter readings at the start and end of the sample collection times.

4. Division 6 Location 1758 Sabre Street, Hayward, CA

A. Scope

Currently, there is no scope of work/services related to waste water discharge sampling at AC Transit’s Division 6 facility in Hayward. Under the existing City of Hayward’s Waste Water Discharge Permit, the City of Hayward performs waste water discharge sampling in order to monitor compliance with discharge limits.

5. Storm Water Discharge Monitoring Requirements (Locations Shown Below)

A. Scope

All sampling event visual observations, monthly visual observations, and collection and analysis of storm water samples from each of five (5) AC Transit Divisions shall comply with the National Pollutant Discharge Elimination System (NPDES), General Permit for Storm Water Discharges Associated with Industrial Activities, effective July 1, 2015, and subsequent amendments. For all five (5) Facilities, storm water samples shall be collected and analyzed from two (2) QSEs within the first half of each reporting year (July 1 to December 31), and two (2) QSEs
within the second half of each reporting year (January 1 to June 30). Samples from each discharge location shall be collected within four (4) hours of the start of the discharge or the start of facility operations if the QSE occurs within the previous 12 hour period.

B. Analysis

Each sample will be analyzed for pH. Total Suspended Solids (TSS), and Total Oil & Grease (O&G) using the methods specified in the Industrial General Permit. For pH, the analysis shall use methods in accordance with 40 Code of Federal Regulations 136 or use a calibrated portable instrument for pH. The pH screen shall be performed as soon as practicable, but no later than 15 minutes after the sample is collected. For TSS and O&G, the maximum quantitative detection limits shall not exceed 5.0 mg/l.

C. Sample Collection

All samples must be obtained using containers, collection methods, preservation techniques, holding times and analytical methods set forth in 40 CFR Part 136 or references cited in that regulation and the Industrial General Permit guidelines.

Compare sampling data to the numeric action levels in the permit and advise AC Transit’s Manager of Environmental Engineering through formal/written communication/email. In the event that the sampling data/results exceed Level 1/Level 2, a formal corrective action shall be presented to AC Transit to achieve compliance status.

D. Reporting

For all five (5) Divisions, all sampling and analytical results shall be submitted via SMARTS within 30 days of obtaining all results for each sampling event. Details for the SMARTS log-in profile/access will be determined by AC Transit’s Environmental Engineering Department. Additionally, all analytical results and monthly observations shall be uploaded into AC Transit’s third-party online compliance software. Monthly visual observations shall be provided by email noting observed deficiencies accompanied by photographs of those deficiencies and recommendations for the necessary corrective actions.

All samples must be analyzed by a State-certified lab. The laboratory name and address and license information are to be included with the Proposal. Analytical data must be provided on a certified analytical report with copies of lab quality assurance/quality control reports and appropriate chain-of-custody forms within 30-days of sample collection.
For all five (5) Divisions, compare sampling data to the numeric action levels in the permit/Nal exceedance and advise AC Transit’s Project Manager through formal/written communication/email.

For all five (5) Divisions, in the event that the sampling data/results exceed permitted levels/Nal exceedance, a formal corrective action shall be presented to AC Transit to further investigate and achieve compliance.

E. Site Locations/Addresses

Division 2 – 1177-47th Street, Emeryville
Division 3 – 2016 MacDonald Avenue, Richmond
Division 4 – 1100 Seminary Avenue, Oakland
Division 6 – 1758 Sabre Street, Hayward
Central Maintenance Facility – 10626 International Blvd., Oakland

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
1. **Term of Contract**

   The term of this contract shall be a three (3) year base period starting on July 01, 2019 and ending on June 30, 2022.

2. **Method of Compensation**

   Payments shall be made as agreed to in the proposal price as accepted and awarded by the District.

3. **Invoice/Payments**

   Invoices for services performed shall be submitted to AC Transit Accounts Payable, P.O. Box 28507, Oakland, California 94604. Payment to the Contractor will be made Net 30 days after receipt of approved invoices. **Please reference the Contract Number and Purchase Order Number on all submitted invoices. Failure to do so could delay payment.**

4. **Contract Provisions Order of Precedence**

   In the event of a conflict in the provisions of the Contract, as accepted by the District and as they may be amended, the following shall prevail in the order set forth below:

   A. Special Terms and Conditions
   B. Standard Terms and Conditions
   C. Scope of Services
   D. Contractor’s Proposal, and possible Best and Final Offer if any, as accepted by the District

5. **Notices**

   A. Any notice, consent or other communication (“Notice”) required or permitted under this Contract shall be in writing and either delivered in person, mailed or electronically delivered as follows:

   **THE DISTRICT:**
   Sharon E. Dennis, Purchasing Mgr.  
   AC Transit 
   1600 Franklin Street, 6th floor  
   Oakland, CA 94612  
   Phone (510) 891-5474  
   Email: sdennis@actransit.org.

   **CONTRACTOR:**
   Contact Name/Title  
   Proposer Name  
   Proposer Address  
   Proposer Phone #  
   Proposer Email:

   B. A Notice shall be deemed received at the time it is personally served, on the day it is sent by facsimile transmission, on the second day after its deposit with any
commercial air courier or express services or, if mailed, ten (10) days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice shall be computed from the time the Notice is deemed received. Either party may change its mailing address or the person to receive Notice by notifying the other party as provided in this section. This requirement for duplicate notice is not intended to change the effective date of the Notice sent by facsimile transmission.


A. The District seeks to utilize Small Business Enterprises (SBE), including Disadvantaged Business Enterprises (DBE) and Micro Business Enterprises (MBE) to the extent permissible by law, when such businesses are available and the price of their goods, material or services sought is reasonable and competitive in the marketplace.

B. There is no contract specific goal for this project.

7. Insurance Requirements

A. The Contractor is primarily responsible for the risk management of its work under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. The District reserves the right to amend the requirements herein at any time during the term of this contract, subject to at least sixty (60) days written notice and an appropriate adjustment of the compensation terms of the Contractor to offset any attributable increase in the Contractor’s costs. Any and all of the Contractor’s subcontractors must meet the requirements of this Section and Contractor shall include the terms of this Section in each contract with sub-contractors.

B. Prior to beginning the work under this Contract and without limiting any liabilities or other obligations of Contractor, Contractor shall obtain and maintain, and/or cause to be obtained and maintained, the required forms and minimum amounts of insurance coverages as outlined below. Contractor’s responsibility and liability for the services provided by its subcontractors is not limited in any fashion by the types and limits of subcontractors’ insurance. Coverages shall be in full force and effective during the terms of this Contract.

C. All Insurance Coverages

Upon execution of the Contract, all required insurance coverages must be evidenced to the District through receipt of acceptable certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing full compliance with the insurance requirements set forth in this Section.

i. Failure of the District to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the District to identify
a deficiency from the evidence that is provided shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

ii. Certificate(s) of insurance is to be mailed to the following address or such other addresses as designated by the District:

iii. Sharon E. Dennis
    Purchasing Manager
    AC Transit
    1600 Franklin Street, 6th Floor
    Oakland, CA 94612
    Email: sdennis@actransit.org

iv. Contractor shall provide certified copies of all insurance policies required in this Section within ten (10) days of the District’s written request of said copies.

v. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

vi. Failure to maintain the required insurance may result in the termination of this Contract at the District’s option.

vii. If the Contractor fails to maintain the insurance as set forth in this Section, the District shall have the right, but not the obligation, to purchase said insurance at Contractor’s expense.

viii. The Contractor’s insurance company(ies) and third party administrators are subject to approval by the District as well as any use of partial or full self-insurance programs. This includes the use and amounts of deductibles and/or self-insured retentions.

ix. Each insurance policy shall not be subject to lapse, cancellation or material change in coverage unless at least sixty (60) days prior to written notice is provided to the District.

x. Each insurance policy shall be written on a primary coverage basis, including any self-insured retentions, unless expressly approved by the District, in writing.

xi. Each insurance policy, with the exception of the workers’ compensation policies, shall include by specific endorsement the following as additional insureds:

   i. “The District, its Directors, agents, officers, and employees.”

   ii. The above endorsement pertains to 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, Directors, officials or employees.

xii. In addition, any person or entity shall be added as an additional insured upon the request of the District to the Contractor.

xiii. A waiver of subrogation for the District.

xiv. An endorsement indicating the coverage is primary and non-contributing and any coverage maintained the District is excess over the Contractor's insurance coverage, and

xv. An endorsement scheduling this Contract with the District as an Insured Contract on the policy, including removal of insured vs. insured exclusionary language that may be applicable to this Contract.

xvi. The coverage should not contain an exclusion for claims arising out of the ownership, entrustment, maintenance, operation or use of any motor vehicles that are owned, operated or rented by or loaned to the Named Insured.

xvii. Any failure by the Contractor to comply with the reporting requirements of the required insurance coverage shall not affect the coverage provided to the District, its Directors, agents, officers, and employees.

xviii. If Contractor’s liability policies do not contain a separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

xix. To the extent permitted by insurance, Contractor waives all rights of subrogation or similar rights against the District and its members and each of their respective agents, the District, its Directors, agents, officers, employees.

xx. By requiring the insurance in this Section, the District does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor liability under the indemnities granted by the District in this Contract.

xxi. Claims-Made Insurance

If any insurance specified below shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

a. Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or
b. Contractor shall make every effort to maintain similar insurance for at least five (5) years following project completion, including the requirement of adding all named insureds.

c. If insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement or Permit.

d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

D. Commercial General Liability Insurance

i. Contractor shall maintain general liability and, if necessary, excess/umbrella insurance with a limit of liability not less than $1,000,000 each occurrence. If such insurance contains an aggregate limit, it shall apply separately to this Contract. The insurance shall, at a minimum, cover liability arising from premises, operations, independent contractors, products and completed operations, personal injury, advertising injury and liability assumed under insured contract, including the tort liability of another assumed in a business contract.

ii. Coverage for claims or incidents occurring, but not known, during the policy period will extend for a period of at least three (3) years past acceptance, cancellation or termination of the Work.

E. Automobile Liability Insurance

i. Contractor shall maintain automobile liability and, if necessary, excess/umbrella insurance with a limit of liability of not less than $2,000,000 each accident. Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles. If necessary, the policy shall be endorsed to provide contractual liability coverage.

ii. With respect the District’s vehicles loaned or leased to Contractor for the completion of the Work, the District shall be named as loss payee. In the event of a loss, Contractor will be responsible for the cost of repairing or replacing the vehicle with vehicles of like kind and quality.

F. Professional Errors and/or Omissions

Contractor shall maintain professional insurance appropriate to Contractor's profession with a limit of not less than $1,000,000 per occurrence.

G. Workers Compensation Insurance

Contractor shall maintain workers compensation and employers liability insurance in
accordance with the Federal and State statutes having jurisdiction over the
employees where the work is performed. The limits of liability for employers’ liability
coverage shall not be less than $1,000,000 each accident for bodily injury by accident
and $1,000,000 each employee for bodily injury by disease.

H. Additionally, the coverage shall include:

i. The District, its officers, officials, Board of Directors 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, Board
of Directors, officials or employees.

ii. A waiver of subrogation for the District,

iii. An endorsement indicating the coverage is primary and non-contributing and any
coverage maintained the District is excess over the Contractor’s insurance
coverage, and

iv. An endorsement scheduling this Contract with the District as an Insured Contract
on the policy, including removal of insured vs. insured exclusionary language
that may be applicable to this Contract.

The coverage should not contain an exclusion for claims arising out of the
ownership, entrustment, maintenance, operation or use of any motor vehicles that
are owned, operated or rented by or loaned to the Named Insured.

8. Acceptability of Insurance

Insurance is to be placed with California admitted insurers having a current A.M. Best &
Co. rating of no less than “A-:VII”. Provide proof of your rating.

9. 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.

10. Prompt Payment

The District shall pay properly submitted, undisputed invoices within 30 calendar days
of initial receipt. Within seven (7) calendar days of receipt of payment from the District,
the prime contractor shall pay any subcontractors that have submitted undisputed
invoices and report such activity in the District’s contract monitoring tool cited below.
11. Electronic Contract Monitoring

For contract monitoring and tracking purposes, the District utilizes B2GNow. This is an interactive system which requires all tiers of contractors to login and submit payment data for prompt payment compliance and subcontractor utilization purposes. If no subcontractors are being proposed, the District may waive the requirement of utilizing this system. Contact the District’s Contracts Compliance Department within ten (10) days of contract award at contractscompliance@actransit.org.

12. 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, all data generated under this Contract shall become subject data and shall be delivered as the District may direct.

13. Release of Information

Before releasing any reports, promotional materials or information prepared in connection with this RFP and subsequent Contract, the Contractor shall provide a copy or copies for first review by the District. Contractor shall not use the District’s logo without specific written permission from the District.

14. Indemnification

A. Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the District, and the agents, representatives, officers, directors and employees of the District (Indemnified Group) from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this contract, including but not limited to, work or services by any subcontractor or anyone directly or indirectly employed by or contracting with a Contractor or a subcontractor or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor’s and subcontractor’s employees or subcontractors.
B. If any claim, action or proceeding is brought against the Indemnified Group, by reason of any event that is the subject of this contract and or described herein, Contractor, at its sole cost and expense, shall pay, resist or defend such claim or action on behalf of the Indemnified Group by attorney of Contractor, or if covered by insurance, Contractor’s insurer, all of which must be approved by the District which approval shall not be unreasonably withheld or delayed. The District shall cooperate with all reasonable efforts in the handling and defense of such claim. Included in the foregoing, the District may engage its own attorney to defend or assist in its defense, and the Contractor shall pay the reasonable costs and expenses thereof. Any settlement of claims must fully release and discharge the Indemnified Group from any further liability for those claims. The release and discharge shall be in writing and shall be subject to approval by the District, which approval shall not be unreasonably withheld or delayed. If Contractor, its agents or employees, neglects or refuses to defend the Indemnified Group as provided by this contract, any recovery or judgment against the Indemnified Group for a claim covered under this contract shall conclusively establish Contractor’s liability to the Indemnified Group in connection with such recovery or judgment, and if the District desires to settle such dispute, the District shall be entitled to settle such dispute in good faith and Contractor shall be liable for the amount of such settlement, and all expenses connected to the defense, including reasonable attorney fees, and other investigative and claims adjusting expenses.

C. Insurance provisions set forth in this contract are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

15. Removal of Contractor’s Personnel

A. The Contractor acknowledges that any person assigned to work under this Contract must perform their duties so as to not unduly impair contract performance. By assigning a person to work under this Contract, the Contractor agrees to be responsible for the behavior of that person during contract performance.

B. The Contractor acknowledge that the District has the right to require the removal of any Contractor employee that the District determines at its sole discretion to be negatively effecting performance of work under the contract. Examples of such behavior include: (1) conduct which poses a threat to the safety of anyone working under the contract; (2) conduct which is disruptive to contract performance; (3) careless work; 4) conduct which is not appropriate when transporting participants under this Contract; 5) Conduct in violation of District policy or local, state or federal laws.
C. Upon receipt of written notice from the District that a person’s behavior is unacceptable or unduly impairing contract performance, the Contractor agree to remove that person from doing any further work on the Contract, and to cause that person to be removed from providing service under this Contract. The Contractor agrees that it is not entitled to any additional costs it may incur as a result of the removal of the person from the District.

16. Communications with Contractor’s Staff

In order to ensure efficient communication of operational needs, the District staff shall be permitted to communicate directly with Contractor’s staff regarding day to day issues for the purpose of inquiry as to factual performance issues. The District will not give Contractor’s staff directions concerning performance under this Contract. Issues which affect the Contract will be communicated through the General Manager.

17. Assignment to Successors

The firm shall provide the District sixty (60) days’ written notice of any takeovers, mergers, or acquisitions. In the event that there is a takeover, merger, or acquisition, the terms of this Contract shall automatically continue as long as the firm can continue to meet all required terms of this Contract. The District may, at its discretion and with 60 days written notice to the firm, choose to terminate this Contract upon notice of a takeover, merger, or acquisition.

18. Application of Federal, State and Local Laws and Regulations

If required, during the Contract period of performance the Contractor shall be subject to and comply with all current and new FTA, Federal, State and/or local laws, regulations, policies, procedures, and directives, and shall adhere to all financial privacy laws and regulations. Contractor agrees that the most recent of such Federal requirements will govern the administration of a contract at any particular time, except if there is sufficient evidence in the Contract of a contrary intent. To achieve compliance with changing requirements, the Contractor agrees to include in all agreements with subcontractors a statement that Federal requirements may change and that any changed requirement will apply.

19. Program Manager

A. The Purchasing Department will be the primary point of contact for the District, coordinating program management between the Contractor, Contract Specialist, and Purchasing Manager. Technical project questions, issues and requests for clarifications should be directed to:

Daniel Ruslen
AC Transit
10626 International Blvd., CMF
Oakland, CA, 510-577-8869
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 Purchasing Department prior to a final determination.

C. The Project Manager on behalf of the District will monitor Contractor performance. This includes, but is not limited to:

General Requirements

1. Administrative Requirements
   a. Does the Contractor maintain sound administrative policies and procedures to meet contract requirements?
   b. Are procedures in place to monitor Work Order tasks?

2. Operational Management

   Are there monitoring records for personnel performing specified tasks under a Work Order.

3. Financial Management

   Is there an adequate internal accounting control system? Did the Contractor submit all invoices and/or other fiscal reports and responses in a timely manner?

18. Anti-Kickback and Gratuities

   The Contractor is prohibited from receiving any kickbacks, gratuities, payments, merchandise, equipment, supplies, services or favors in exchange for directing additional billable services to any sub-contractor.

19. Governing Law

   All matters arising under the Contract shall be governed by California law as applicable.

20. Venue

   In the event of a dispute or breach of contract, venue shall be in Alameda County, California.
1. RENDITION OF SERVICES
The Contractor hereby agrees to undertake, carry out and complete all work established herein in a professional and efficient manner satisfactory to District standards. The professional service or the performance of work or services required by the District cannot satisfactorily be performed by the regular employees of the District.

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

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

3. OWNERSHIP OF WORK
All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by Contractor shall be and are the property of the District and the District shall be entitled to access thereto, and copies thereof, during the progress of the work. In the event that the work, which is the subject of this Agreement, is not completed, for any reason whatsoever, all materials generated under this Agreement shall be delivered as the District may direct.

4. RECORDS
The Contractor shall permit the authorized representatives of the District to inspect and audit all data and records relating to performance under this Agreement. Contractor shall maintain all such records for a period of five (5) years after the District makes final payment under this Agreement.

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

6. TERMINATION FOR CONVENIENCE
The District may terminate this Agreement, in whole or in part, at any time for its convenience and without cause at any time by giving the Contractor written notice of termination. The Contractor shall promptly submit its termination claim. If the Contractor has any property in its possession belonging to the District, the Contractor will account for the same and dispose of it in the manner the District directs.

7. NON-DISCRIMINATION
In connection with the execution of any Contract hereunder, the Contractor shall not discriminate against any applicant or employee on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sexual orientation, sex or age as defined in Section 12926 Government Code.

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

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

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

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

Any notices shall be given to the District under the NOTICES clause of the Special Terms & 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 Director, officer, or employee of the District during his/her tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.

Contractor covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of the services called for under this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor. The District may require Contractor to file an annual Statement of Economic Interest form pursuant to the Political Reform Act of 1974 (Government Code Section 81000 et seq.)

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

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

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