AC Transit

1600 Franklin Street
Oakland, CA 94612

Request for Proposals (RFP)
No. 2019-1462

Armored Car Services

March 4, 2019

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") Armored Car Services as described in this RFP.

A. The services are more fully described in Exhibit A, Scope of Services (Page 33), 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 above. 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>
</tr>
</thead>
<tbody>
<tr>
<td>Distribution of RFP</td>
<td>3/4/19</td>
<td>2:00 p.m.</td>
</tr>
<tr>
<td>Last day for written questions</td>
<td>3/13/19</td>
<td>3:00 p.m.</td>
</tr>
<tr>
<td>District’s deadline to respond to questions via addendum</td>
<td>3/15/19</td>
<td>3:00 p.m.</td>
</tr>
<tr>
<td>Deadline for proposals</td>
<td>3/25/19</td>
<td>10:00 a.m.</td>
</tr>
<tr>
<td>Recommendation for Award</td>
<td>4/17/19</td>
<td>10:00 a.m.</td>
</tr>
</tbody>
</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 Contracts Specialist, Jamell Woodard, at jwoodard@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 under Tab 6 (See Exceptions and/or Proprietary Information Section).
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.

This Request for Proposal (RFP) outlines the scope of services requested for the District, as well as information that should be included in the 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 Armored Car Services for a base period of five (5) years. In addition, the District may elect to exercise the priced option to extend the contract for an additional two years, as listed in the Cost Proposal.

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: Jamell Woodard, Contracts Specialist

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

   RFP No.: 2019-1462
   Armored Car Services
   Due Date/Time: March 25, 2019 / 10:00 A.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 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 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 services in accordance with the requirements of the Scope of Services.

**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.

ii. Organization chart and staffing plan including brief job descriptions of individuals proposed for Contractor staff.

iii. Name of principals who will be performing services; addresses, telephone numbers and e-mail addresses for those who will be performing these services.
Special Instructions to Proposers

D. Tab 4, Key Personnel Qualifications and Experience

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, 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.

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 two (2) relevant references of current clients and up to two (2) former clients/firms, with whom you have provided similar services. Include for each reference:

1. Explain Armored Car Services Experience performed for like organizations, public sector agencies, and other than public transportation businesses.

2. 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”.

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Special Instructions to Proposers

- Proposer shall clearly identify each proposed change to the contract or RFP including all relevant exhibits.
- 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 Proposal Form for the term of the five (5) year base period, with one (1) two (2) year priced option, and shall be submitted on the Cost Proposal Form attached hereto, which will be billed in twelve (12) equal increments, per year.

   B. **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 and option year.**

   C. **The price proposed for the Armored Car Services shall include all costs for services provided.**

   D. **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.**

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

At the sole discretion of the District, the contract may be extended unilaterally by the exercise of up to one (1) two (2) year priced option. If exercised, the District shall notify the contractor in writing of its intent to exercise the priced option at least thirty (30) days prior to the exercise of said option. The option shall be exercised in accordance with the prices proposed in the original submitted proposal.

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 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>Evaluation Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Responsiveness and Responsibility to Request for Proposal</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td><strong>1. Technical:</strong></td>
<td></td>
</tr>
<tr>
<td>a. Contractor Experience</td>
<td>10</td>
</tr>
<tr>
<td>b. Approach to and the ability to meet the requirements under the Scope of Services</td>
<td>40</td>
</tr>
<tr>
<td><strong>2. References and Past Performance:</strong></td>
<td></td>
</tr>
<tr>
<td>a. References and Past Performance</td>
<td>5</td>
</tr>
<tr>
<td>b. Facility Inspection: The District will require inspection of the armored car carrier's facility to ensure that the carrier has the capability to comply with the equipment, transportation vehicle, revenue processing/reporting and security requirements contained in the RFP.</td>
<td>10</td>
</tr>
<tr>
<td>c. Back-up Plan inclusive of a fully detailed disaster recovery schedule.</td>
<td>5</td>
</tr>
<tr>
<td><strong>3. Cost</strong></td>
<td>30</td>
</tr>
</tbody>
</table>

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.


Special Instructions to Proposers

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.

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

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.
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.
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 whosoever 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.

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 PRIOPRIETARY 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 Contracts Specialist, Jamell Woodard, 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.

The remainder of this page is intentionally left blank
Proposal Forms – RFP Cover Page Checklist
To be Completed and Returned by Proposers

RFP Cover Page - Checklist

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

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☐ Attachment D  Cost Proposal Form (to be submitted in separate sealed envelope)
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: ________________________________
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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## Proposal Forms – ATTACHMENT B
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To be Completed and Returned by Proposers

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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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(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.

### Organization’s Authorized Representative:

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<th>Contact Person Name:</th>
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G. References: List Professional references for who your organization has performed work similar in nature to the scope of services outlined in this solicitation.

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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.
___________________________________________________________________________
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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?
___________________________________________________________________________
___________________________________________________________________________
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K. Has a contract been “defaulted”? If so, where, when and why?
___________________________________________________________________________
___________________________________________________________________________
How was it resolved?
___________________________________________________________________________
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Proposal Forms – ATTACHMENT B
PROPOSER’S STATEMENT OF QUALIFICATIONS & BUSINESS REFERENCES
To be Completed and Returned by Proposers

L. Has there been a past contract “debarment” action? ________ If so, where, when and why?
_________________________________________________________________________
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How was it resolved?
_________________________________________________________________________
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M. Attach City, County, State Business License(s), Permit(s) copies to include dates and geographic areas of operation.
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>
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<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</th>
<th>SBE</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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THIS CONTRACT is made and entered into this _____ day of April 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. 2019-1462 prepared and issued by the District titled **ARMORED CAR SERVICES** dated March 4, 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. 2019-1462 and any addenda
   C. Contractor’s submitted proposal dated

3. **PERIOD OF PERFORMANCE**

   Services under this Contract shall commence May 1, 2019 and continue through April 30, 2024, 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. **OPTION TO EXTEND THE CONTRACT (PRICED)**

   At the sole discretion of the District, the Contract may be extended unilaterally by the exercise of up to one (1) two (2) year priced option. If exercised, the District shall notify the Contractor in writing of its intent to exercise the priced option at least thirty (30) days prior to the exercise of the option. The option shall be exercised in accordance with the prices proposed in the original submitted proposal.
5. **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 five (5) 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.

6. **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:**

7. **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.

8. **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.
9. **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.

10. **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.

11. **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.

12. **GOVERNING LAW**

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

13. **VENUE**

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

14. **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:

______________________________  ______________________________
Michael Hursh  Date  Signature  Date
General Manager

CONTRACTOR:

______________________________

APPROVED AS TO FORM AND CONTENT:

______________________________
Denise Standridge  Date  Title
General Counsel
EXHIBIT A
SCOPE OF SERVICES

The District seeks consolidated armored car services for the transportation and processing of fare revenue. In connection with the performance of service hereunder, the Contractor shall be required to use a vault transfer vehicle to pick up and transport daily transit revenue.

It is the intent of the District to award a contract for the described essential services. Those essential services include but are not limited to the following:

1. TRANSPORTATION REQUIREMENTS

   A. Provide armored car service to and from the following AC Transit locations to pick-up revenue (coin/currency) in consolidation bins for transit to carrier’s processing location. The Armored car company must be able to sort and count loose coins and bundle currency. The current six (6) locations are:

<table>
<thead>
<tr>
<th>Division</th>
<th>Location</th>
<th>Pick-up Schedule</th>
</tr>
</thead>
</table>
   | Division 2 | 45th Street & San Pablo Ave. Emeryville, CA   | Monday through Saturday
   |            |                                               | Holidays included                       |
   | Division 3 | 21st Street & MacDonal St., Richmond, CA      | Monday through Saturday
   |            |                                               | Holidays included                       |
   | Division 4 | Seminary & San Leandro Blvd. Oakland, CA      | Monday through Saturday
   |            |                                               | Holidays included                       |
   | Division 6 | Sabre St & Corsair Blvd. Hayward, CA         | Monday through Saturday
   |            |                                               | Holidays included                       |
   | Home Office (GO) | 1600 Franklin St Oakland, CA    | Monday through Friday
   |            |                                               | Holidays excluded                       |
   | Home Office (GO) | 1600 Franklin St Oakland, CA  | Once a month                            |
   | AVM’s      |                                               |                                         |

   The District may add or remove locations at any time during the contract term. The Contractor and the District will mutually agree upon the cost for the additions and deletions of service.

   B. Transportation services are required six (6) days a week for District Division Locations, including all holidays (no exceptions).

   C. Transportation services must be performed between the hours of 5:00 a.m. and 8:30 a.m., daily. This schedule must be adhered to. The schedule may be adjusted by the District to ensure staff availability and pick-up schedule align properly.
D. Armored carrier will notify the District’s Operations Control Center immediately of any scheduling problems, with instructions to notify the District Treasury department personnel and designated maintenance staff as soon as possible. Immediate status must be communicated as to the problem and what action will be taken to correct the problem.

E. Minimum crew requirements for the armored carrier are two (2) employees. Armored carrier employees are not allowed to ride in the truck compartment with the consolidation bins.

F. Transportation services require a back-up plan inclusive of a fully detailed disaster recovery implementation schedule.

G. Armored carrier personnel must be uniformed, armed, and properly licensed by the State of California to carry a weapon.

H. AC Transit also requires dedicated transportation service for our consolidation bins. The District requires this to ensure the truck stops only at AC Transit divisions and then takes the revenue directly to their processing center, without making any stops for other customers. This is to ensure revenue security.

2. **EQUIPMENT REQUIREMENTS**

A. Armored truck must be equipped with a lift gate large enough to handle two (2) consolidation bins at a time. The lift gate must have sides and lockable front lip sufficient to keep the consolidation bins from rolling off when the tailgate is raised or lowered.

B. The dimensions of a consolidation bin are: 36" H, 30" W, 42" D.

C. Each empty bin is valued at about $15,000.00. All damages incurred to a bin once picked up are the responsibility of the armored carrier.

D. The consolidation bins must be secured and wheels blocked to keep bins from moving in transit. A two inch (2") space must be maintained between bins to protect locks front and back.

E. The armored car company must have the ability to rotate the truck crew on a regular basis and any additional rotation requirements, to be mutually agreed upon.
EXHIBIT A
SCOPE OF SERVICES

F. The armored car transport vehicle specifications call for a truck capable of transporting the number of daily bins to meet the District's present and future needs. The number of consolidation bins combined from all four (4) locations can range from 15 to 20 each day.

The District will consider two (2) transport vehicles if the armored car carrier is willing to guarantee the following:

A. Division and/or bin revenue will not be co-mingled.

B. Revenue from both trucks must be processed at the armored car processing center and delivered for same day credit to the cash vault at the District’s banking facility, currently located in San Francisco.

C. Pick-up times at each Division may be adjusted at a later date.

D. District revenue bins are picked up with trucks that are dedicated to AC Transit in order to minimize access to the consolidation bins.

3. PROCEDURES FOR SERVING DISTRICT LOCATIONS

Division Locations

Arrive at the Division yards Monday through Saturday, between 5:00 a.m. and 8:30 a.m.

A. Pick-up times at each Division will be fixed due to the shift assignments of District personnel, who will assist the armored car carrier with the pick-up of full bins and the delivery of the empty bins from the previous day. This schedule may be adjusted in the future to allow adequate time at each Division.

Currently scheduled pick-up times are:

<table>
<thead>
<tr>
<th>Division</th>
<th>Location</th>
<th>Time</th>
<th>Bins</th>
</tr>
</thead>
<tbody>
<tr>
<td>D2</td>
<td>Emeryville</td>
<td>Between 5:45 a.m. – 6:15 a.m.</td>
<td>2 bins</td>
</tr>
<tr>
<td>D3</td>
<td>Richmond</td>
<td>Between 5:00 a.m. – 8:30 a.m.</td>
<td>2 bins</td>
</tr>
<tr>
<td>D4</td>
<td>Seminary</td>
<td>Between 6:15 a.m. – 6:45 a.m.</td>
<td>2 bins</td>
</tr>
<tr>
<td>D6</td>
<td>Hayward</td>
<td>Between 7:00 a.m. – 7:30 a.m.</td>
<td>2 bins</td>
</tr>
</tbody>
</table>

B. Go to the service island and use the District’s telephone to notify the Division dispatcher of the arrival of the armored car company. The telephone number to call will be provided by the District at a later date.
EXHIBIT A
SCOPE OF SERVICES

C. Meet with the District’s division dispatcher to pick-up two (2) to four (4) full consolidation bins and drop off the same number of empties, daily.

D. All consolidation bins are serial numbered and must be signed for (by number and location) when they are picked up at each Division site, by the armored carrier.

E. After leaving the District’s last location, the carrier will deliver all full consolidation bins to the carrier’s revenue processing center for immediate verification.

F. When bins need repair, notify AC Transit Treasury Department to receive shipping instructions for the bin(s). When possible, bins will be inspected by District staff and damage(s) should be documented and reported to maintenance staff and Treasury.

Home Office Service

Service to the District’s General Office at 1600 Franklin Street, Oakland, California, includes the following tasks:

A. Pick-up deposits, bundled in bags, five (5) days a week, Monday through Friday, excluding holidays, at a specific time and deliver directly to District’s bank for same or next day credit. The deposit will consist of two (2) sealed bags; one (1) containing coin and currency, and one (1) containing checks. Each bag will contain a deposit slip ready for delivery to the cash vault at the District’s banking facility, currently Bank of America. The daily value of the Home Office deposit is approximately $10,000.00.

B. Daily pick-up and delivery log must be signed and dated by carrier and District personnel.

C. Delivery of all deposit and carrier verification documentation from the previous day’s activity.

Clipper® AVM’s (Automated Vending Machines)

The District currently has two (2) AVM’s (Automated Vending Machines) on District property, in the Home Office.
Home Office (Customer Service Center) AVM’s

Provide monthly servicing and armored car service for the two (2) Clipper Add Value Machines (AVM’s) located at the General Office building. This will be done once a month and can coincide with a daily pick up of currency and coins at the location.

4. VERIFICATION PROCESSING REQUIREMENTS

A. Upon delivery to armored carrier processing center, each bin is to be weighed. The following information should be recorded daily on the carrier’s log for each bin:

- Delivery Date
- Truck Number
- Bin Number
- Division (AC Transit) Number
- Bin Weight (full)

B. All U.S. coins and currency are to be sorted and counted by denomination within division and bin sequence. The counting equipment is to produce a tape containing the following information:

- Current Time
- Current Date
- Revenue Date
- Operator Identification Number
- Number of Coins and associated dollar amounts
- Currency Count
- Bin and Division Numbers
- Subtotals of Coins and Currency Counts
- Grand Totals by Division

C. All currency is to be processed “FED READY” for delivery to the cash vault at the District’s banking facility, which is currently Bank of America located at 1455 Market Street, San Francisco, California 94103, within 48 hours of picking up. The District will provide the armored carrier with bank deposit documents on an as-needed basis.

D. Coins are to be processed “FED READY” for delivery to the cash vault, which is currently located at, 1455 Market Street, San Francisco,
EXHIBIT A
SCOPE OF SERVICES

California 94103, subject to change per direction of future Carrier. Armored car carrier will be required to deliver separate coin deposit documents within 48 hours of picking up. The District will provide the armored carrier with bank deposit documents on an as-needed basis.

E. **The cut off time for same day credit at the Bank of America cash vault is 7:30 p.m.**

F. The carrier will compensate the District for lost interest for all deposits that are not processed within the time limit. Interest will be calculated as follows: Deposit amount, times the current Three-month Treasury Bill rate, divided by 365 days, times the number of days outstanding.

G. The armored carrier will also compensate the District for all overdraft charges and analysis earnings credit losses from District’s bank that were caused by deposits not processed or delivered timely by the armored carrier.

H. Coin/currency bags, blue lead bag seals, bag tags, and crimpers are to be provided by the armored carrier to the District at no charge. AC Transit bag requirements are approximately 8-10 bags a day.

5. **STATISTICS FOR REVENUE PROCESSING**

A. All shortage discrepancies between the currency and coin verification process by the armored carrier and the bank will be absorbed by the armored carrier. Credit will be provided to the District daily, via bank deposit slip.

B. AC Transit District currently has a registering farebox that accepts the following items:

- Dollar Coins
- Quarters
- Dimes
- Nickels
- Pennies
- Currency ($1, $5, $10, and $20)
EXHIBIT A
SCOPE OF SERVICES

C. The armored carrier is to send via email all of the support documentation, including Coin Batch Report and deposit slips, from the revenue processing center to the District's Treasury Department, on a daily basis.

D. The majority of currency in the consolidation bins are $1.00 bills, as our basic cash fare is $2.35 (District reserves the right to increase/decrease fares). Each consolidation bin is approximately 80% full.

E. The average dollar volume of coins to be counted is approximately $10,000.00 daily, $250,000.00 monthly.

F. The average dollar volume of currency to be counted is approximately $50,000.00 daily and $1,500,000.00 monthly.

G. Total cash fare revenue is approximately $25,000,000.00, annually.

6. SECURITY REQUIREMENTS

A. The District’s revenue verification process is to be conducted under video camera surveillance and recorded on a DVR capable of transferring to DVD or other media for quick access by the District at all times. The District reserves the right to view these recordings any time within a 180 day period.

B. The District reserves the right to inspect and audit the armored carrier's premises at any time.

C. The District’s consolidation bin keys must be maintained by the armored carrier management personnel and secured at all times. All keys must be logged as to usage daily. The District reserves the right to inspect the key(s), key log and all associated security measures at any time.

D. All unused keys must be kept in a secured vault at all times. An inventory record must be maintained on all spare keys by the armored carrier’s management personnel.

E. All key discrepancies or replacement needs must be communicated to the District’s Treasury Department personnel, immediately. All damaged keys are to be returned to the District upon receipt of the replacement key. This process will be conducted in person by the District Treasury personnel. Replacement requests are to be communicated to the District Treasury Department, as needed.
F. Any foreign objects other than cash or coins found in the bins must be logged with the bin id number and revenue date and returned to the District’s Treasury Department on a weekly basis.

7. **ACCOUNT MANAGER REQUIREMENTS**

A. A dedicated account manager must be assigned to resolve all issues and notify the District Treasury personnel no later than 24 hours after occurrence.

B. The armored carrier’s account manager will act as liaison for any special District needs or requirements for revenue processing.

C. The District will sponsor Semi-Annual meetings between armored carrier and District Treasury personnel to ensure all issues are resolved.

(END OF SCOPE OF SERVICES)
The proposal shall be submitted on a “firm-fixed price” basis. The contract base period of five (5) years shall be priced and remain fixed.

<table>
<thead>
<tr>
<th>SERVICE AREA</th>
<th>SCHEDULE</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Call at Div. 2, 3, 4, 6</td>
<td>Monday thru Saturday, 6 days each week – Including Holidays</td>
<td>$ NTE</td>
</tr>
<tr>
<td>Deliver to designated Local bank</td>
<td>WITHIN 48 HOURS OF PICKING UP</td>
<td>$ NTE</td>
</tr>
<tr>
<td>Call at General Offices</td>
<td>Monday thru Friday, 5 days each week – Excluding Holidays</td>
<td>$ NTE</td>
</tr>
<tr>
<td>AVMs (2) Revenue Service at General Offices</td>
<td>Once a month</td>
<td>$ NTE</td>
</tr>
<tr>
<td>Deliver to designated Local bank</td>
<td>SAME OR NEXT DAY</td>
<td>$ NTE</td>
</tr>
<tr>
<td>Consolidation Verification</td>
<td></td>
<td>$ NTE</td>
</tr>
<tr>
<td><strong>GRAND TOTAL BASE PERIOD (5 YEARS)</strong></td>
<td></td>
<td>$ NTE</td>
</tr>
</tbody>
</table>

**HOLIDAYS:**
- NEW YEARS DAY
- MARTIN LUTHER KING
- PRESIDENTS DAY
- MEMORIAL DAY
- VETERANS DAY
- INDEPENDENCE DAY
- LABOR DAY
- THANKSGIVING DAY
- CHRISTMAS DAY
The proposal shall be submitted on a "firm-fixed price" basis. The contract option period of one (1) two (2) year priced option for the period (May 1, 2024 through April 30, 2026) shall be priced and remain fixed.

<table>
<thead>
<tr>
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<td>$       NTE</td>
</tr>
<tr>
<td>Consolidation Verification</td>
<td></td>
<td>$       NTE</td>
</tr>
<tr>
<td>GRAND TOTAL OPTION PERIOD (2 YEARS)</td>
<td></td>
<td>$       NTE</td>
</tr>
</tbody>
</table>

**HOLIDAYS:**

- NEW YEARS DAY
- MARTIN LUTHER KING
- PRESIDENTS DAY
- MEMORIAL DAY
- VETERANS DAY
- INDEPENDENCE DAY
- LABOR DAY
- THANKSGIVING DAY
- CHRISTMAS DAY
1. **Term of Contract**

The term of this contract shall be a five (5) year base period starting on May 1, 2019 and ending on April 30, 2024, with one (1) two (2) year priced option that may or may not be exercised.

2. **Method of Compensation**

Payments shall be made based on a monthly amount as agreed to in the proposal price/Best and Final Offer 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 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:  
Jamell Woodard, Contracts Specialist  
AC Transit  
1600 Franklin Street  
Oakland, CA 94612  
Phone (510) 891-7258  
Email: jwoodard@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.

6. **Small/Micro/Disadvantaged Business Enterprise (SBE/MBE/DBE) Goal**

   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 sub-contractors 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. Jamell Woodard
     Contracts Specialist
     AC Transit
     1600 Franklin Street, 6th Floor
     Oakland, CA 94612
     Email: jwoodard@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 replacements).

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. **Crime Bond**

Contractor shall maintain crime bond including third party fiduciary liability insurance appropriate to Contractor’s profession with a limit of not less than $1,000,000 per occurrence.

I. **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. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. Governing Law

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

17. Venue

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

Exhibit C: Standard Terms and Conditions

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 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 drawing, 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 the District's convenience and without cause at any time by giving the Contractor written notice of termination. The Contractor will be paid for those services performed pursuant to this Agreement to the satisfaction of the District up to the date of notice of termination. The 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.