



1600 Franklin Street
Oakland, CA 94612

Request for Proposals (RFP)
NO. 2023-1605
TRANSIT SHELTER MAINTENANCE

Date of Issue: *27 December 2022*

Closing Date and Time: *20 January 2023 at 2:00p PT*

Single Point of Contact (SPC): *Dora English, Assistant Contracts Specialist* | denglish@actransit.org

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT

The Alameda-Contra Costa Transit District promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status.



**ALAMEDA-CONTRA COSTA TRANSIT DISTRICT
REQUEST FOR PROPOSALS
TRANSIT SHELTER MAINTENANCE
RFP NO. 2023-1605**

SECTION A: GENERAL INFORMATION

- Proposal Request.** The Alameda-Contra Costa Transit District ('AC Transit' or the 'District') is issuing this Request for Proposal ("RFP") to receive proposals by **20 January 2023 at 2:00p** Pacific Time, at the District's General Office, 1600 Franklin Street, Oakland, California 94612, for a qualified vendor/contractor/firm (hereafter referred to as "Offeror") to provide transit shelter maintenance services, as set out in Exhibit 1-A (Scope of Work). The District invites sealed proposals in accordance with the provisions, specifications, and instructions set forth in this RFP.

The District is requesting that responses provide a proposal that describes a plan to provide shelter maintenance services for the transit shelters and its related furniture (i.e., benches, trash cans, map casings, real-time displays, etc.) as outline in the Scope of Work. The District reserves the right to add or delete bus shelter locations as needed during the term of the contract.

This RFP outlines the scope of work requested for the District, as well as information that should be included in the proposal. It includes the District's objectives, describes the general characteristics of the work to be provided, and (without being exhaustive) outlines the principal obligations of the District and the selected Offeror. Additional details on the scope of the work or both are included in the Scope of Work (Exhibit 1-A). Interested firms are invited to submit a proposal that responds to the performance of the work. The proposal must respond to the specific Scope of Work described herein. The proposal must be in strict accordance with the requirements and guidance contained herein. **Late proposals will not be considered.** All Offerors are cautioned to read the entire RFP, noting insurance and submittal requirements, and to complete all required forms. Failure to provide all requested information may cause the proposal to be considered non-responsive.

It is the District's intent to award one (1) fixed price contracts to (a) responsible and qualified offeror(s) considering overall price, experience and responsiveness to this RFP.

The initial base period of the contract is anticipated to be two (2) years. In addition, the District may elect to exercise the option to extend the contract for up to an additional three (3) years, one (1) year at a time, up to a cumulative maximum term of five (5) years, as listed on the Cost Proposal Form.

- Schedule.** Following is the projected Schedule of Events that outlines the pertinent dates of which Offerors should be aware; N/A denotes the event is not applicable to this RFP:

Event	Date	Time
RFP Distribution Date	27 December 2022	
Offeror's Deadline to Submit Questions &/or Clarifications to Designated POC	05 January 2023	4:00p
District to Issue Response to Questions / Requests for Clarifications (approx.)	10 January 2023	
Deadline to Submit Proposals	20 January 2023	2:00p

**All dates & times are tentative. The District reserves the right to alter this schedule as it deems necessary or appropriate. Any changes will be issued via an addendum to this RFP. All reference in this RFP to "time" will mean Pacific Time (PT).*

***A pre-proposal conference may be scheduled to answer questions and requests for clarification. The District may, at its discretion, choose to schedule a virtual pre-proposal conference. Instructions will be provided on the District's Procurement Supplier Portal, listed on this RFP's project page.*

- Description of the District.** The Alameda-Contra Costa Transit District is a California Rapid Transit District created by the voters in 1956 and is subject to regulation under Transit District Law, as amended (see *California Public Utilities Code Section 24501 et seq.*). The District provides public transit services to riders throughout western Contra Costa County to southern Alameda County. The District has four (4) operating divisions in addition to the Central Maintenance Facility, Training Center, and the General Office. The District is financed through the receipt of transit fares, sales taxes, property taxes, and state and federal funding.
- Single Point of Contact (SPC).** The SPC for this RFP is identified on the cover page, along with the SPC's contact information. Offeror shall direct all communications related to any provision of the RFP in writing only to the SPC, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision. *Offerors may not contact any other District personnel regarding this RFP.*

SECTION B: METHOD / DEFINITIONS

- Method.** The District is using the *Competitive Sealed Proposal* method and may use a combination of the following optional procedures: a) Competitive Range; b) Discussions and Revised Proposals; c) Revised Rounds of Negotiations; d) Negotiations; e) Best and Final Offers; and f) Multistep Sealed Proposals.
- Definition of Terms.** For the purposes of this RFP, capitalized words are defined as defined below or as defined in 49 U.S.C. § 5302 as well as those definitions listed in Circular 4220.1F Chapter I - Items 5 a - ff.
- Publishing.** This RFP and attachments are published on the District's Procurement Supplier Portal. RFP documents will not be mailed to prospective Offerors. Modifications to this RFP, if any, will be made by written Addenda published on the website's project page for this RFP. Prospective Offeror is solely responsible for checking the website to determine whether or not any Addenda have been issued. Addenda are incorporated into the RFP by this reference.
- Pre-Proposal Conference.** The District may schedule an in-person or virtual pre-proposal conference, at its discretion. Attendance at such conferences is optional. Instructions for attendance will be posted on the District's Procurement Supplier Portal, and detailed on this RFP's project page.

The purpose of this conference is to allow potential Offerors to ask questions regarding this RFP, the District's competitive contracting process and to discuss / clarify any issues. This is an opportunity for Offerors to raise concerns regarding specifications, terms, conditions, and any requirements



of this solicitation. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items that were known as of the pre-proposal conference. Only answers issued in writing by the District to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

SECTION C: INSTRUCTIONS TO OFFERORS

1. Proposal Submittal

- A. **Registration into AC Transit's Online Supplier System.** If Offeror has not previously completed a one-time registration into the AC Transit Online Supplier system, Offeror must register at [AC Transit Vendor Registration](#). The Registration System is used by District staff to locate contract(s) and identify companies for proposal lists on future purchases. Women, minority-owned, and Veteran-owned firms are asked to self-identify. To complete the process, each Offeror is required to submit a completed W-9 form, Taxpayer Identification Number and Certification (*containing original signature*) in the proposal. In the event of contract award, this information is required in order to issue purchase orders and payments. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. For questions or assistance with registration, please contact vendorsupport@actransit.org.
- B. **Registration into System for Award Management (SAM).** As a public entity that receives federal funding, AC Transit is required by the Federal Transit Administration (FTA) and the Federal Acquisition Regulation (FAR) to compile and maintain a list of parties debarred, suspended, or disqualified by federal agencies. The System for Award Management (SAM) (<https://www.sam.gov>) is a government run site required by the federal government that collects information on organizations applying for grants and contracts and serves as a central registration point for government contractors. A SAM registration is required for any entity to bid on and get paid for federal contracts or to receive federal funds. FAR also requires all prospective vendors to be registered in SAM prior to the award of a contract, basic agreement, basic ordering agreement, or blanket purchase agreement. If your business is not currently registered in SAM, you will need to complete registration.

This registration is sometimes referred to as "*self-certifying*" your small business. Using SAM, you will be able to register your business size and socio-economic status while completing the required solicitation clauses and certification. By completing your required solicitation clauses and certifications you certify that the information provided about your company and its business activities are correct.

To register with SAM, go to the [SAM website](#), create a user account, and click "Register/Updated Entity". If you have the information below readily available, you may expect to spend approximately *one to three (1-3) hours* entering the required data:

- Dun & Bradstreet DUNS number. A DUNS number is a nine-digit identification number for each physical location of your business. As with SAM registration, obtaining a DUNS number is free; it is provided by Dun & Bradstreet and can be requested at <https://fedgov.dnb.com/webform>.
- [Taxpayer Identification Number \(TIN\) or Employment Identification Number \(EIN\)](#).
- Original signed notarized letter stating the registrant is the authorized Entity Administrator,
- Your bank's routing number, your bank account number, and your bank account type, i.e. checking or savings, to set up Electronic Funds Transfer (EFT)
- North American Industry Classification System (NAICS) Code(s). NAICS codes are used to classify products and services offered by companies. You can search for the appropriate NAICS code by keyword on the Census website here: <https://www.census.gov/eos/www/naics/>.
- Commercial and Government Entity (CAGE) Code. If you do not already have a CAGE Code one will be assigned to you by the Defense Logistics Agency (DLA) after you complete your SAM registration

Once submitted, a SAM registration is typically approved or "activated" in *three (3) weeks or less*. Once approved, the SAM registration is valid for *one (1) year* from the date the registration is complete and must be renewed before *sixty (60) calendar days* of expiration to avoid potential penalties. It will take *three to five (3-5) business days* for your renewal to become active and replace your current registration. Updates made in SAM are reflected the next business day. Additional time may be needed if the structure of your organization has changed since your last renewal. There is NO FEE to register or maintain your registration in [SAM.gov](#). For questions or assistance with registration, please contact vendorsupport@actransit.org.

- C. **Registration into AC Transit's Online Certificate of Insurance Tracking System.** If Offeror has not previously completed a one-time registration into the AC Transit *myCOI* Online Certificate of Insurance Tracking System, Offeror will be required to register at support@mycoitracking.com. The system is used by District staff to verify required insurance coverage(s) and must be verified prior to contract award and periodically throughout the duration of the contract. For questions or assistance with registration, please contact vendorsupport@actransit.org.
- D. **Communications with the District.** All Offeror communications concerning this acquisition shall be directed to the SPC. Unless authorized by the District, no other District official or employee is empowered to speak for the District with respect to this acquisition. Any Offeror seeking to obtain information, clarification, or interpretations from any other District official or District employee (*other than the SPC*) is advised that such material is used at the Offeror's own risk. The District will not be bound by any such information, clarification, or interpretation.

Following the proposal submittal deadline, Offerors shall continue direct communications with only the SPC. The SPC will send out information to responding companies as decisions are concluded.

Contact by an Offeror regarding this acquisition with a District employee other than the SPC or an individual specifically approved by the District in writing, may be grounds for rejection of the Offeror's proposal.



- E. **Questions and/or Requests for Clarifications About This RFP.** Unless otherwise instructed herein, all inquiries, whether relating to the RFP process, administration, deadline or method of award, or to the intent or technical aspects of the RFP must (a) be delivered to the SPC via email submission; (b) reference the RFP title and number, time and submission due date of the RFP; (c) identify Offeror's name and contact information; (d) refer to the specific area of the RFP needing clarification (i.e. page, section and paragraph number); and (e) be received on/before the due date and time for Questions/Requests for Clarifications indicated in Section A-2, Schedule of Events. Unauthorized contact with other District staff regarding this RFP may result in the disqualification of the Offeror.

Upon examination of this RFP document, Offeror should promptly notify the District of any ambiguity, inconsistency, or error they may discover. Any questions or requests for clarifications of the proposal specifications shall be submitted in writing by electronic transmission to the SPC. Questions and requests for clarifications must be received no later than the due date and time indicated in Section A-2, Schedule of Events.

If the District deems its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Offerors or the RFP itself, no further documentation of that question is required. If the District deems that its answer to a question has a material impact on the RFP itself, the District will create an addendum to this RFP. All addenda issued by the District become a part of the RFP. Addenda will be delivered to all Potential Offerors using the same method of delivery of the original RFP material. The District accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on. All Offerors must provide written acknowledgement of their receipt of all addenda in their proposal response.

Interpretations, corrections, or changes that are made in any other manner, including oral modifications, are not binding on the District, and Offerors must not rely on them. Any interpretation, change, or correction of said specifications will be issued by Addenda only, duly issued by the District, which shall become a part of the proposal documents. Any amendment to a submitted proposal must be in writing and must be delivered to the District on/before the RFP submission deadline. All oral modifications of these conditions or specifications are void and ineffective. The District reserves the right to reject any Proposal that contains unauthorized conditions or exceptions.

2. **Submission of Proposals.** Sealed, firm fixed price proposals must be received by the AC Transit Procurement Department no later than the deadline date and time indicated in Section A-2, Schedule of Events. Clocks are located throughout the Procurement Department, at the District's front lobby desk, and times can be verified by visiting <http://www.time.gov>. Requests for extensions of this time and date will not be granted, unless deemed to be in the District's best interest.

Offerors shall electronically submit final proposals online via the [AC Transit Supplier Portal](#), using AC Transit's Forms (*Attachments A-1*) and all procurement forms included herein. Electronic responses (*technical proposals, cost proposal forms, and other attachments*) will not be opened until after the proposal submission deadline date and time. For questions or assistance with electronic proposal submission, please contact vendorsupport@actransit.org.

Offeror's electronic submission must contain all required completed and signed forms. Any attachments must be formatted using Adobe Acrobat (.pdf) for the Technical Proposal and Microsoft Excel (.xls) for the Price Proposal. Files shall conform to the naming convention of: "RFP Number_Company Name" {Ex: "RFP 2023-1605_AC Transit"}. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

To receive full consideration of the submitted proposal for evaluation, each Offeror must also submit a flash drive and *two (2)* hard copy versions (*one (1) original and one (1) copy*) of their Technical Proposal and Price Proposal by the proposal submission due date and time indicated herein. Offeror should ensure the Price Proposal Form is in a separate sealed envelope from the Technical Proposal. Offeror must provide the SPC proof of mailing which indicates the date of mailing to be no later than the submission deadline date specified herein. All packages shall be clearly marked with the Offeror's Name, RFP Number, Project Title, and the Submission Due Date and Time. The District recommends that Offerors submit proposals as early as possible. The District will not be responsible for lost, delayed or undelivered mail. *The District will reject any proposal lacking the required flash drive and hard copies, responses containing unsolicited addenda, terms or exceptions, and/or any offers in which the hard copies or flash drives are not received within three (3) business days of the submission deadline. Late Proposals will not be considered and will be deemed as disqualified then returned to the Offeror unopened.*

Hard copy versions of proposals may be submitted by U.S. mail, private carrier (UPS/FedEx), or hand delivery in sealed envelopes to the SPC's attention. Proposal forms must be securely sealed in a suitable envelope marked with the name and address of the Offeror, and marked on the front and back of the envelope, as follows, whether mailed or personally delivered:

AC Transit
Attn: Dora English, Assistant Contracts Specialist
Procurement Department
1600 Franklin Street
Oakland, CA 94612
RFP # 2023-1605
(Name and Address of Offeror)

Offerors should allow sufficient mailing time to ensure receipt of the hard copies and flash drive by the Procurement Department by the proposal submission date and time specified herein. Individuals and entities submitting proposals in person or by private delivery services should allow sufficient time for entry into the District facility and processing through building security to assure that proposals are received no later than the deadline date and time. During any face-to-face interactions, all present parties will be required to wear face masks/coverings.

Submission of a proposal in response to this RFP is Offeror's acknowledgement that subjective criteria will be used in the evaluation of proposals. Award shall be made to the responsible, responsive Offeror(s) who, in the District's sole discretion, is/are determined to be the most advantageous to the District.

Submission of a proposal shall constitute a firm offer to the District for *one hundred fifty (150) calendar days* from the submission deadline for proposals. An Offeror may withdraw a proposal any time before the date and time when proposals are due, without prejudice, by submitting a written request for its withdrawal to the SPC. A telephone request is not acceptable. The proposal will be set aside prior to the opening of



proposals and returned to the Offeror unopened. The withdrawal of a proposal does not prejudice the right of an Offeror to submit another proposal within the time set for receipt of proposals. After the proposal due date, a proposal may be withdrawn only if the District fails to award the contract within the *one hundred fifty (150) calendar day* period set forth here, or any agreed-upon extension thereof.

District staff will review all responsive proposals received and may select *one (1) or more* finalists identified in the competitive range. These finalists may be invited to an oral interview *if one is held*.

Information received in response to the RFP shall be shown only to authorized District personnel having a legitimate interest in them or persons assisting the District in the evaluation of the information. Such other information is not available for public inspection until after award recommendation has been posted on the District's website.

Clarifications. Upon receipt and opening of offers, the District may request written clarifications, questions and answers. Clarifications shall not otherwise afford the Offerors the opportunity to alter or change their proposals.

The District intends to award *one (1) firm fixed price* contract(s) to the most qualified, responsible Offeror(s) submitting responsive Proposal(s). The District reserves the right to reject any and all proposals and/or to waive any irregularities or informalities in any proposal or in the proposal procedure. The District specifically reserves the right to not award the contract after the opening of proposal.

In connection with the performance of any contract in connection with this RFP, full compliance with all applicable safety and health standards and with all applicable laws and regulations concerning Equal Employment Opportunity and Disadvantaged Business Enterprises will be required. The District hereby notifies all Offerors that it is the policy of AC Transit to ensure non-discrimination on the basis of race, color, sex or national origin in the award and administration of contracts that it awards. It is the intention of the District to create a level playing field on which Disadvantaged Business Enterprises (DBEs) and Small Business Enterprises (SBE) can compete fairly for contracts and subcontracts relating to the District's construction, procurement and professional services activities. Offerors are urged to obtain DBE participation in connection with this RFP.

- Proposal Content.** Proposals shall be prepared simply and economically, providing a straightforward and concise description of the Offeror's capabilities and approach for meeting the requirements of this RFP. Each Offeror must carefully review the requirements of the RFP and the contents of its proposal. Before submitting a proposal, read the entire solicitation including the contract terms and conditions. Failure to read any part of this solicitation will not relieve an offeror of the contractual obligations. All proposals must be submitted in a sealed envelope. The face of the sealed envelope shall indicate the RFP number, time and date of opening and the title of the RFP. Once opened, proposals cannot be altered, except as allowed by the RFP. The proposal must address all requirements set forth in this RFP and documents shall be divided into sections and cover pages identifying the contents of the sections, and properly formatted for printing.

Offeror shall describe the Work to be performed. A proposal that merely offers to provide the Work as stated in this RFP *may be* considered non-responsive and *may not* be considered further.

Proposal submissions should be submitted using the electronic forms provided and must be signed by the individual or authorized principal(s) of the company. Offerors that use alternative documents are responsible for ensuring the content is substantially similar to the District form and the document is readable by the District. The District is not responsible for the accuracy of any information regarding the RFP that was gathered through a source different from the inquiry process described in the RFP.

Offerors are responsible for checking directly with the District website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline. Although the District is not specifying a page limit for the overall proposal submission, clarity and conciseness are essential and will be considered during proposal evaluation. All proposal forms must be submitted in English and must be legible.

The proposal must include copies of all appropriate forms executed and dated by an authorized signatory of the Offeror authorized to legally bind the Offeror. Proposals should not include extensive artwork, unusual printing or other materials not essential to the utility and clarity of the proposal. Do not include marketing or advertising material in the proposal, unless requested.

As a public agency, the District's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as non-public. Accordingly, public data is available for review through a properly submitted public records request. To redact non-public information from your proposal (*under the California Public Records Act (Cal. Govt. Code Sections 6250 et seq.)*), you must make your request within *thirty (30) calendar days* of the contract award or non-award date.

It is the Offeror's responsibility to carefully examine the terms, specifications, and conditions of the Proposal Documents thoroughly, and comply fully with specifications and all attached terms and conditions and shall judge for itself all of the circumstances and conditions affecting its Proposal. The District will endeavor to present accurate information, but Offerors are advised to independently verify the accuracy of any information received. Offeror is responsible for providing a full and complete written response, which does not require interpretation or clarification by the District. Offerors must comply with all Federal, State, and City laws, ordinances, and rules, and meet any and all registration requirements. Offeror is to provide all requested materials, forms, and information at the time of proposal submission. Offeror is responsible to ensure submitted materials properly and accurately reflects Offeror's specifications and offering. Offerors are advised that the District's ability to evaluate proposals is dependent in part on the Offeror's ability and willingness to submit proposals which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential. During scoring and evaluation (*prior to interviews if any*), the District will rely upon the submitted materials and shall not accept materials from the Offeror after the RFP deadline; however, this does not limit the right of the District to consider additional information (*such as references that are not provided by the Offeror but are known to the District, or past experience by the District in assessing responsibility*), or to seek clarifications as needed by the District.



- A. **Proposal Format and Quantity.** The District wants clear and concise Proposals. Proposal shall be organized as described below. Each section must be clearly labeled with pages numbered and separated by tabs. Offerors should, however, take care to completely answer questions and meet the RFP's requirements thoroughly. Failure to provide all of the required submittals may render the proposal non-responsive.

All Offerors, including current contract holders, if applicable, must provide detailed and complete responses as proposal evaluations, and subsequent scores, are based solely on the content of this proposal. No assumptions will be made, or values assigned for the competency of the Offeror whether or not the Offeror is a current or previous contract holder. The District will not be liable for any costs incurred by an Offeror in responding to the RFP, regardless of whether the District awards the contract through this process, decides not to go forward with the Project, cancels the RFP for any reason, or contracts for the Project through some other process or by issuing another RFP.

1. **Tab 1 - Offeror Information and Understanding of Project Objectives.** Include a signed cover letter on company letterhead clearly stating the title of the proposal in the subject line, the name of the Offeror's company, business address, telephone, e-mail address, name of contact person, and date of submittal.

Offeror must provide the following information:

- a. A brief introduction of the company, indicating whether the company is local, regional, national, or international, its legal entity type and including, but not limited to, the approximate number of professional staff employed. Please summarize the company's qualifications including a brief description of the history, background of the company and length of time in business under the same name. If the firm is a sole proprietorship doing business under a different name, indicate the sole proprietorship's name and the name(s) under which it is doing or has done business as (DBA) or also known as (AKA). Submit a detailed statement indicating whether the Offeror is totally or partially owned by another business organization or individual that will be providing the Work to meet the requirements of the Proposal.
 - b. Proof of the Offeror's license to do business in California. Offeror(s) shall possess and maintain all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for the performance of the Work prior to the initiation of the Work. Offeror must maintain current licenses, permits, etc., to perform the Work described herein and shall comply with all applicable local, county, state and federal laws and ordinances pertaining to, or regulating the Work to be performed under the contract awarded related to this RFP.
 - c. The name, title, address, telephone number, and e-mail address of the Offeror's contact person during the solicitation process.
 - d. The name(s) of the authorized person(s) who will authorized to represent Offeror and with the authority to contractually bind the company.
 - e. A statement that binds the Offeror to the proposed Scope of Work and Cost Proposal for *at least one hundred fifty (150) calendar days* from the submission deadline date of the proposal.
 - f. Indicate whether there are any conflicts of interest that would limit the Offeror's ability to provide the requested work. Also please provide a System of Award Management (S.A.M.) number.
 - g. A statement of any failures or refusals to complete any contracts and a complete explanation.
 - h. Acknowledge receipt of all addenda by including a copy of the signed addendum.
2. **Tab 2 - Technical Proposal.** Each proposal must include a discussion demonstrating an understanding of the Work to be provided, the challenges for each task, and the significance to the District. Offeror must include a detailed description of the technical components to specific sections and methodologies, capacity, and strategy to perform the Scope of Work. Disclose any subcontractors who will be used on the project, including identifying the portions and percentages of the work to be performed per subcontractor.

Proposals shall also include a statement of the subcontractors' qualifications. The District reserves the right to reject the successful Offeror's selection of subcontractors for good cause. If a subcontractor is rejected, the Offeror may replace that subcontractor with another subcontractor subject to the approval of such subcontractor by the District. Any such replacement shall be at no expense to the District, nor shall it result in an extension of time without District approval.

- a. Past Performance, Experience and References: Offeror must provide a description of sound methodologies and list examples of steps, time, and cost savings achieved under similar contracts (*ideally with similar customers*). Provide relevant and/or current information of past performance (*within the past three (3) years*) by identifying the agency, contact person, and contact person's telephone number for whom the service was provided by completing Attachment B-Offeror's Qualifications and Reference Questionnaire.

Proposals must provide details on the qualifications of the Offeror including an organizational chart that identifies the proposed management team as well as provide the size, number of employees, primary nature of the business, and other affiliate businesses or services. Proposals must also provide details on the referenced projects relating to the quality of work, the relevance of the projects, and insight into the work process of the Offeror's team. The relevance of the project includes the make-up of the team as well as the type of project, experience with public transit agencies, or similar public entities. Please include references from other public agencies in Attachment B, if available. Offerors shall include all experience with projects that are similar in scope and nature to this project as well as include the level of achieved client satisfaction for past performances.

- b. Technical and Management Approach: Offeror must describe its approach to the delivery of the Scope of Work included in Exhibit 1-A. Offeror's response must (1) reflect Offeror's knowledge of, and ability to demonstrate, a sound approach to the requested work, (2) include a discussion on potential impacts to cost, scope, and schedule based



on lessons learned, including any recommendations the offeror proposes to lower and/or control costs given the proposed scope of the project and (3) demonstrate the offeror's knowledge of adjacent projects and their potential impacts to the delivery of the Work of this RFP. Offeror must provide a detailed description of its ability to provide the required work including a demonstrated understanding of the RFP requirements, its capacity, and its planned strategy to perform the proposed Scope of Work. Evaluations will be based on the Offeror's demonstration of an ability to meet the necessary requirements.

Proposals must also provide, at a minimum, the following (*Please limit response to ten (10) pages*):

- A description of the company's experience performing similar work within the past *thirty-six (36) months*. Particular emphasis should be placed on work performed for similar-sized public agencies, transit agencies, and/or municipal government.
 - Offeror must state the qualifications and experience of the proposed team, emphasizing the specific qualifications and experience acquired while providing work similar to those being sought by the District, particularly for key project staff members assigned to the Project. Except under certain circumstances beyond the offeror's control, the District will not accept substitutions of key members of the team put forth as part of the winning proposal.
 - Offeror must list the names and positions of all staff for the proposed team. An organization chart should be included that clearly establishes principal team member firms and sub-consultants, if any.
 - Offeror should also designate who will be the principal and who will serve as the District's contact throughout the contract duration. In addition, the proposal should briefly address how the efforts of each of the team members will be coordinated. If the work is to be shared among offices at different locations, indicate where each office is located and what work will be performed in each office.
 - Proposals must discuss workloads for all key team members, indicating their expected availability, the percentage of their time that will be devoted to the District's contract and any other assurances as to their ability to provide the requested Work in a responsive and timely manner. The description of the management approach should address proposed response time standard and how the management and team structure will help to meet those standards. Offerors must include a work plan with a staffing plan indicating the level of effort (*e.g., person hours per staff*). **Do not include budget/rate information in the written proposal; instead, this information should be included in the Cost Proposal.**
 - Any additional information regarding Offeror's qualifications that the District should take into consideration.
- c. Capabilities. Offeror must include the following information:
- Résumés of all technical personnel to be assigned to work within the Scope of Work as outlined in Exhibit 1-A (*provide as attachments; résumés will not count toward the page limit*);
 - Statement of Offeror's background and experience related to Scope of Work;
 - Information on the circumstances and status of any disciplinary action taken or pending against the firm during the *past three (3) years* with state regulatory bodies or professional organizations;
 - A brief description of similar projects for which the Offeror has provided Work during the *past three (3) years*, including the names and telephone numbers of *at least three (3) clients* for whom the company has worked. The District reserves the right to contact any additional individuals or firms to obtain information about the respondent. Offeror must also include:
 - Project description and location
 - Description of the work
 - Total value of Work provided
 - Actual budget performance vs. projected
 - Actual schedule performance vs. projected
 - Key personnel involved
 - Subcontractors/consultants employed
- d. Project Approach: Proposals must include an understanding of the project and the proposed Work; outline the qualifications of the company including expertise with public agencies, giving special attention to expertise in public transportation; the Offeror's project plan and relevant capabilities with respect to the Scope of Work.
- Briefly state understanding of the Work to be performed. Include, but do not limit statement to, the specific items requested on Exhibit 1-A (Scope of Work).
 - Identify the proposed authorized representative for the company during the solicitation period. Provide name, title, address, contact number, email address.
 - Indicate the names and titles of the key personnel who will be working on this project, including all contact information (*telephone number, e-mail, etc.*). Attach résumés reflecting relevant qualifications and work experience (*résumés not included in the ten (10) page maximum*).
 - Describe implementation approach.
 - Describe Offeror's project governance including project plan, technical support, customer service program, response times, training plan, status tracking, quality assurance, service support, etc.
 - Include a statement accepting the standard contract terms; and
 - Include a statement that the required insurance coverage will be acquired and maintained without reservation or exclusion for the duration of the contract (*should Offeror secure the contract award*).



- e. **Mandatory Qualifications:** The following information must be provided by all respondents:
- Offeror must provide a *minimum of three (3)* professional relevant references (*with specific contact information: name, email, and telephone numbers*) that demonstrate experience in the Work as required by this RFP, for which the organization has provided similar work that the District may contact regarding past performance and service experience with your organization. References will be contacted to conduct necessary inquiry to determine responsibility of Offeror's past performance.
 - Affirmation that Offeror has been actively engaged in this line of work for a *period of no less than five (5) years* as well as *at least five (5) years* of verifiable experience providing specialized work equivalent to the Work detailed herein. Offeror must have a good record of performance, sufficient financial support, equipment, personnel, and the appropriate facilities to satisfactorily execute the Work under the terms and conditions stated herein (*if awarded a contract*); and
 - A statement attesting that Offeror (*and any employees or contractors that will work on District projects*) are not debarred, suspended, or proposed for debarment by the Federal government and consents to a search of the *Excluded Parties List System (FAR 9.404)* to verify the Offeror's written acknowledgement that the Offeror, or its principals, is not debarred, suspended, or proposed for debarment by the *Federal Government (FAR 52.209-6)*.
- f. **Assurances and Miscellaneous Items:** Proposals must provide the following information:
- Offerors must complete and include all forms and exhibits with the proposal submittal. *These exhibits do not count toward the page limit.*
 - Offerors must provide the names, telephone numbers, and e-mail addresses of at least *three (3)* references. The references should cover work performed by key project staff members, should be for work recently performed and similar in nature to the Work sought in this RFP. The references must include a brief description of the projects involved, and the roles of the respective team members in successfully completing the project.
 - Offerors must specify any potential or perceived conflicts of interest which would disqualify its firm from doing business with the District. If Offerors are unaware of existing or foreseeable conflicts of interest, a simple statement will suffice. However, Offerors should provide a brief description of each apparent, existing, or foreseeable conflict of interest, if any. In addition, list all relevant assignments completed for the District within the last *five (5) years*, and any involvement with District-funded projects, to enable the District to identify any possible conflicts of interest.
 - Offerors must list any political contributions of money, in-kind services, or loans made to any current member of the District's Board of Directors within the last *three (3) years* by management positions of the proposed consultant or sub-consultant. If offerors are unaware of any political contributions, a simple statement will suffice. However, if Offerors are aware of any political contribution, proposals should include details, such as to whom, what type of contribution, the date, and the amount.
 - Offerors must clearly designate financial submittals or other materials in its submittal, if any, which it in good faith believes to be a trade secret or confidential proprietary information protected from disclosure.
 - Offerors shall acknowledge receipt and understanding of the District's contracting and insurance requirements and state its ability and willingness to comply with each of them as detailed in its proposal. The District does not intend to deviate from its standard contract language.
- g. **Buy America Certification:** This Contract is subject to the "Buy America" requirements of *49 United States Code (USC) §5323(j)* and *49 Code of Federal Regulations (CFR) Part 661*, as may be amended from time to time, and applicable federal regulations. Prospective Offeror's attention is directed to *49 CFR §661.11*, "Rolling Stock Procurements." Prospective Offerors have the responsibility to comply with the cited and any governing statutes and regulations, including official interpretations. An Offeror shall submit to the District the appropriate Buy America certification, included in this document, with all proposals on FTA-funded contracts. Offerors that are not accompanied by a properly completed Buy America certification are subject to the provisions of *49 CFR 661.13* and will be rejected as non-responsive.

The *two (2)* signature blocks on the Buy America certificate are mutually exclusive. Offerors shall sign only *one (1)* signature block on the certificate. Signing both signature blocks will make the Proposal non-responsive. A false certification is a criminal act in violation of *18 USC §1001*. An Offeror who has submitted an incomplete Buy America certificate or an incorrect certificate of non-compliance through inadvertent or clerical error (but not including failure to sign the certificate, submission of certificates of both compliance and non-compliance, or failure to submit any certification), may submit to the FTA Chief Counsel within *ten (10) calendar days* of proposal opening a written explanation of the circumstances surrounding the submission of the incomplete or incorrect certification in accordance with *28 USC §1746*, sworn under penalty of perjury, stating that the submission resulted from inadvertent or clerical error. The Offeror will also submit evidence of intent, such as information about the origin of the product, invoices, or other working documents. The Offeror will simultaneously send a copy of this information to the District.

The FTA Chief Counsel may request additional information from the Offeror, if necessary. The District may not make Contract award until the FTA Chief Counsel issues its determination, except as provided in *49 CFR Part 661.15(m)*.

Certification based on ignorance of proper application of the Buy America requirements is not an inadvertent or clerical error.



A waiver from the Buy America provisions will be sought by the District from the FTA for the proposed awardee, if the grounds for a waiver exist. All Offerors seeking a waiver must submit to the District a timely request in writing, which shall include the facts and justification to support the granting of the waiver. Such waiver from the Buy America provisions may be granted if the FTA determines the following:

1. The application would be inconsistent with the public interest;
2. Materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of domestic material will increase the cost of the overall Contract by more than *twenty-five percent (25%)*.

Any party may petition the FTA to investigate a successful Offeror's compliance with the Buy America certification. The procedures are set out in *49 CFR Part 661.15*. If the FTA determines that the evidence indicates noncompliance, the FTA will require the District to initiate an investigation. The successful Offeror has the burden of proof to establish compliance with its certification. If the successful Offeror fails to so demonstrate compliance, then the successful Offeror will be required to substitute sufficient domestic materials without revision of the original Contract terms. Failure to do so will be a breach of the Contract and may lead to the initiation of debarment proceedings under *49 CFR Part 29*.

3. **Tab 3 - Cost Proposal.** Offeror shall specify pricing proposal response in the format and on the form(s) provided (*Attachment I-Cost Proposal Form*), indicating unit prices/flat rate fees if appropriate, and attaching additional pages if needed. The *Cost Proposal Form* must be submitted in a separate sealed envelope.

The fee shall be presented as a lump sum for each deliverable and service listed in the Scope of Work for the timeframe listed in this RFP. Offeror is expected to provide a total price for the Work as described and must include a detailed cost breakdown of all non-labor costs, hourly rates, expenses, overhead and incidentals, and any out-of-pocket expenses that would be billed separately. The District will award a *firm, fixed-price* contract.

The fee shall include all proposed partners and subcontractors, as well as all direct and indirect costs, including labor, fringe benefit and labor burden, expenses, travel, general and administrative costs, and fixed fees and profit. The District expects all costs are included in the overall fee for the contracted services and there will be no additional expenses for the Work billed to the District for any reason. *Overhead costs, including, without limitation, faxing, cellular and telephone, and computer processing time, must be borne exclusively by the selected offeror(s) as a cost of doing business.* One (1) monthly itemized invoice shall be provided.

All prices shall be in U.S. Dollars. The supplies, materials or equipment will be used by the District in the performance of a governmental function. Unless otherwise stated, Offeror shall exclude applicable California State and local sales or use taxes in the total price in the cost proposal. Said tax, wherever applicable, will be paid by the District to the Offeror, if licensed to collect same, or otherwise directly to the State.

The *Cost Proposal* must be valid for a minimum period of *one hundred fifty (150) calendar days* from proposal submission deadline date. Please provide detailed explanations of any assumptions made in calculating costs in order to provide sufficient information for the District to be able to prepare a detailed cost analysis and comparison. Offeror shall provide a statement concerning fees, expenses, and cancellation policy. The District expects all costs are included in the overall fee for the contracted work and there will be no additional expenses billed to the District for any reason. In addition to conducting technical evaluations of proposals, cost proposals will also be evaluated.

Estimated Quantities, Volume or Dollar Amounts. The District does not guarantee to Offeror, either expressed or implied, any minimum or maximum purchase quantities of Work under the Contract. Such quantities are the District's best estimate based upon past and anticipated usage/services and do not obligate the District to order or accept more than District's actual requirements during the period of the resulting contract, as determined by actual needs. It is expressly understood and agreed that the resulting contract is to supply the District with its complete actual requirement for the contract period. Offeror shall be bound to the prices on the submitted *Cost Proposal Form* for the duration of the contract term.

Separate Items or in the Aggregate. Offeror may price separately for any item, unless otherwise provided. The District may make awards on separate items or in an aggregate of several or all items, unless otherwise provided.

Cash Discounts. Cash discount (*discount for prompt payment*) will be taken into consideration in determining the low price under the following conditions: (a) discount period must be at least *thirty (30) calendar days*; (b) the discount period will start on the date of completion of delivery of all items on any purchase order or other authorization or upon date of properly prepared invoices covering such deliveries, whichever is later; and (c) payment is deemed to be made, for the purpose of claiming the discount, on the date of mailing the District check.

Maximum Prices. The District shall not be invoiced at prices higher than those stated in any contract resulting from this solicitation. Offeror certifies, by signing this proposal that the prices offered are no higher than the lowest price the offeror charges other buyers for similar services under similar conditions. Offeror further agrees that any reductions in the price of the Services covered by this proposal and occurring after award will apply to the undelivered balance. Offeror shall promptly notify the District of such price reductions.

Price Validation. Within *seventy-two (72) hours* of a District request, Offeror agrees to provide financial records to verify labor rates, overhead rates, and other information should the District determine that such information is required to validate pricing information or award of a contract to determine the proposed price is fair and reasonable.

Service Delivery. Award of a Contract related to this RFP is contingent upon Offeror's ability to timely deliver the Services as outlined in the Scope of Work of this solicitation. Offeror must certify that all of the proposed Work is readily available and that the District will not incur any additional costs in excess of Offeror's cost proposal during the contract period. Any incidental services to be performed at the place of delivery shall be completed by the delivery date listed in the Scope of Work,



unless otherwise agreed upon in writing. Any additional fees for such work shall be delineated in writing and agreed upon, in writing, by both parties.

Delivery Time Required. Offeror must meet the specified delivery requirements. If delivery cannot be made within the specified time, Offeror must notify the District in writing of the delay and the approximate date delivery may be expected.

Contract. The selected Offeror will be required to enter into a contract with the District, a form of which is provided as *Exhibit 1*. Selected contents of the proposal submitted by the successful Offeror and this RFP will become part of any contract awarded as a result of the Scope of Work contained herein.

4. **Tab 4 - Required Forms.** Offeror must submit all required forms, specifically:
- a. Attachment A - Formal Offering of Proposal
 - b. Attachment B - Offeror's Statement of Qualifications and Business References
 - c. Attachment C - Prime Contractor and Subcontractor/Supplier Report
 - d. Attachment D - Certification Regarding Debarment, Suspension, & Other Ineligibility & Voluntary Exclusion
 - e. Attachment E - Certification Regarding Lobbying
 - f. Attachment F - Non-Collusion Affidavit
 - g. Attachment G - Proposer Assurance of Compliance
 - h. Attachment H - Acknowledgement of Insurance Requirements
 - i. Attachment I - Cost Proposal Form

- B. **Evaluation of Proposals.** The District intends to award a contract with fixed fees/rates to the most qualified, responsible company submitting a responsive proposal. Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. Proposals will be evaluated for completeness and responsiveness to this RFP's stated requirements as detailed in the Scope of Work, minimum qualification requirements, and the weights assigned to each evaluation factor according to the evaluation criteria herein. The proposal will be evaluated in light of the material and the substantiating evidence presented to the District, not on the basis of what may be inferred. The District normally rejects any incomplete or incorrectly formatted proposal, though it may waive any defects or allow an Offeror to submit a correction. The District also may reject any proposal in which the technical approach, qualifications, or costs are deemed non-responsive.

The District will establish Proposal Analysis Group (*PAG*) comprised of persons designated by the District with subject matter expertise regarding the Work to be provided with respect to this RFP. The PAG will evaluate and score the Proposals using the criteria and scoring set forth in *Section C: Evaluation Criteria*. The PAG shall determine the individuals or firms which meet the minimum requirements pursuant to selection criteria of the RFP. All proposals shall be evaluated using the same criteria and scoring process. The PAG may consult other subject matter experts to serve in an advisory capacity. Such advisory input may include, but not be limited to, analysis of Offeror's financial statements, review of technical requirements, or preparation of cost score data. In evaluating proposals, the District will consider the proposal material submitted, oral interviews (if applicable), client references, and any other relevant information about a given Offeror.

Offeror must receive a minimum score of *49.0 points (70.0%)* of the total available points in the technical categories of *Project Knowledge, Technical Support, Project Approach and Methodology, and Technical Capabilities & Experience* to be considered responsive to the RFP. Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Competitive Range evaluation. The scores for the Technical Proposals and the Price Proposals will be combined to determine the overall score. The Offeror whose Proposal receives the highest overall score will be recommended for award.

The PAG will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The PAG may then conduct interviews with only the top ranked offerors, usually the *top two or three (2-3)* depending upon the number of proposals received. The PAG may request a Best and Final Offer and/or make a recommendation for the contract award.

Best and Final Offers (BAFO). The District may not consider any Proposal in which the technical approach, qualifications, or costs are not deemed to be within a competitive range. The District reserves the right to seek clarifications, additional information or request modified Proposals and/or best and final offers (BAFO) from one or more Offerors identified by the PAG to be reasonably susceptible of being selected for an award. If conducted, the Offeror selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the District in clarifying the Scope of Work or to obtain the most cost-effective pricing available. The PAG will evaluate the BAFO using the same criteria used to evaluate the original Proposals. If an Offeror does not submit a BAFO upon request, the District will deem its immediate previous offer to be its BAFO. The written invitation to participate in BAFO will not obligate the District to commit to enter into a contract.

The District does not conduct a formal public opening for RFP responses. The District requests that companies refrain from requesting proposal information concerning other respondents until an intention to award is announced, as a measure to best protect the solicitation process, particularly in the event of a cancellation or re-solicitation. With this preference stated, the District shall continue to properly fulfill all public disclosure requests for such information, as required by State Law.

Unless stated to the contrary in the Scope of Work, the District reserves the right to make a partial and/or multiple award(s), in the best interest of the District. Offerors are to prepare proposals given the District's right to a partial or multiple award(s). Further, the District may eliminate an individual line item when calculating award, in order to best meet the needs of the District, if a particular line item is not routinely available or is a cost that exceeds available District funds. District may negotiate with the successful Offeror(s) to finalize the work and specifications consistent with the objectives of this RFP.

Cost Justification. In the event only *one (1)* response is received, the District may require the offeror submit a cost proposal in sufficient detail for the District to perform a cost/price analysis to determine if the proposal price is fair and reasonable.



The District's Board of Directors will consider making awards to the selected Offeror(s) based on the recommendations of the PAG. To qualify for the final evaluation, an Offeror must have been deemed responsive as a result of the criteria set forth below under "Offeror Responsiveness".

Responsiveness and Responsibility Determination. District personnel will review all submittals for initial decisions on responsiveness and responsibility, including responsiveness to minimum qualifications. Those found responsive and responsible based on this initial review will then be reviewed for responsiveness in meeting the minimum qualifications.

- a. **Responsiveness Determination.** A proposal received prior to the proposal deadline will be reviewed to determine if it is responsive to all RFP requirements including compliance with the Minimum Qualifications section and the Minimum Submission Requirements section. If the proposal is unclear, the SPC may request clarification from Offeror. However, clarifications may not be used to rehabilitate a non-responsive proposal. If the SPC finds the proposal non-responsive, the proposal may be rejected, however, the District may, in its sole discretion, waive immaterial mistakes. All responses are evaluated for responsiveness. If a response does not substantially conform to all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered non-responsive. All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet responsiveness requirements, which is typically ascertained following opening of the proposals. If these standards are not met, Offeror's response may be disqualified as non-responsive.

The Proposal:

- is received no later than the deadline for submission stated herein (*or it will be returned unopened*); and
 - is properly addressed, identified as a sealed proposal with a specific RFP number, submittal date/time; and
 - lists the name, title, address, telephone number, and e-mail address of the Offeror's principal contact person during the solicitation process; and
 - includes all relevant background and reference information; and
 - contains a separate pricing document (*with apparent discounts*) and all other forms fully completed, even if "not applicable" is the answer; and
 - includes signed copies of all required forms - completed, dated, and signed and, if applicable, any signed addenda that have been issued in relation to this RFP; and
 - a statement attesting that Offeror (*and any employees or contractors that will work on District projects*) are not debarred, suspended, or proposed for debarment by the Federal government and consents to a search of the *Excluded Parties List System (FAR 9.404)* to verify the Offeror's written acknowledgement that the Offeror, or its principals, is not debarred, suspended, or proposed for debarment by the *Federal Government (FAR 52.209-6)*; and
 - includes a statement accepting the standard contract terms; and
 - includes a statement that the required insurance coverage will be acquired and maintained without reservation or exclusion for the duration of the contract (*should Offeror secure the contract award*); and
 - includes a flash drive with an electronic copy of the entire RFP submittal (*in the formats detailed herein*); and
 - includes *two (2)* hard copies (*one (1) original and one (1) copy*) of the entire RFP submittal (*in the formats detailed herein*).
- b. **Responsibility Determination.** District engages in business with only responsible Offerors with sound management, quality control, capacity, experience, financial resources, and ethics to perform its contract. District reserves the right to employ a variety of means to determine the responsibility of potential Offerors, including evaluating its past experience with the Offeror. The contract may not be awarded to an Offeror that is determined not to be responsible.

The District shall make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed contract. As a prerequisite to an award of Contract, the District will determine whether the Offeror meets the definition of a "responsible Bidder" as set forth in *Public Contract Code Section 1103: "a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract."* In making this determination, the District may consider any information about the Offeror, including information submitted in response to this RFP and the Attachment B-Offeror's Statement of Qualifications (*included with the solicitation forms*). Responsibility can be determined at any time during the solicitation process.

To be considered responsible, consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. The Contracts Specialist will check to determine whether the Offeror is an excluded Party on Sam.gov, (*The District may not award a contract to a Contractor that appears on this list.*), as well as the following: Does the vendor have appropriate financial resources, equipment, facility, and personnel? Has the vendor adequately completed the Offeror's Statement of Qualifications & Business Reference Questionnaire? Has the vendor demonstrated its ability to meet the delivery schedule? Has the vendor provided all additional information requested by the District?

The District may reject the proposal of any offeror deemed not to possess the minimum qualifications to provide or perform the work hereunder. The District's determination of an Offeror's responsibility may include the following factors: the experience of the Offeror and its key team members; past conduct and past performance on previous contracts; ability to execute this contract; and management skill. The District will make such determination of responsibility based on the Offeror's Proposal, reference evaluations, and any other information the District requests or determines to be relevant. If minimum requirements are not met, the proposal may be disqualified as non-responsive and non-responsible.

The District will contact the selected Offerors' references to verify and validate past performance. Reference checks indicating poor or failed performance by the Offeror or proposed candidate may be cause for rejection of the proposal. In addition, failure to provide requested reference contact information may result in the District not including the referenced experience in the evaluation process. The reference evaluation will measure the criteria contained in this part of the RFP as it relates to the Offeror's previous contract performance including, but not limited to, its performance with other local, state and federal entities. The District reserves the right to check references other than



those provided in the Offeror’s Proposal. The District may obtain information relevant to criteria in this part of the RFP, which is deemed critical to not only the successful operation and management of the work, but also the working relationship between the District and the Offeror. Although the District anticipates completing reference checks at this point in the process, the PAG may contact the client references of the companies or other sources in addition to those specifically provided by the company, at any time to assist the District in understanding the work offered. The District reserves the right to request samples from offerors for a specified job.

Part of the proposal evaluation criteria is based on the qualifications of the Offeror which include, as a component, the Offeror’s financial ability to perform the Contract. The RFP may expressly require the submission of financial statements from all Offerors in the proposal contents. If the proposal contents do not make this an expressed requirement, the District may still insist that an Offeror submit audited financial statements for up to the past *three (3) years* if the District is concerned that an Offeror may not have the financial ability to carry out the Contract. In evaluating an Offeror’s financial ability, if requested, the District will review the documentation provided by the Offeror to determine if the Offeror’s financial position is adequate or inadequate. If the District believes the Offeror’s financial ability is not adequate, the District may reject the proposal despite its other merits. To maintain fairness in the evaluation process, all information sought by the District will be obtained in a manner such that no Offeror is provided an unfair competitive advantage.

The District will determine if an apparent successful Offeror is responsible prior to award and execution of a contract. At any time prior to award, the District may reject an Offeror found to be not responsible.

- C. **Evaluation Criteria.** Each Proposal meeting all responsiveness and responsibility requirements will be independently evaluated by a PAG. Evaluators will assign a score for each evaluation criterion listed below in this *Section C* up to the maximum points available in the Point and Score Calculation section. Final selection will be evaluated based on the best value to the District after consideration of both the *Technical Proposal* and the *Price Proposal*. The maximum possible points awarded a proposal will be 100.

Proposals will be evaluated based on each reviewer’s determination of the match between the needs of the District, scope of work outlined in this solicitation, and the proposal. The evaluation criteria set forth below will be applied in the determination of competitive range, and final evaluation. The selection committee retains the right to independently verify and evaluate relevant experience and client references, including any sources not mentioned in the proposal.

The following factors will be considered, although not exclusively, utilizing the weighted method of rating in evaluating proposals:

WEIGHT ASSIGNMENT FOR PROPOSAL EVALUATION CRITERIA	
Evaluation Criteria	Weight
Offeror’s Information & Understanding of Project Objectives	20%
Technical & Management Approach	20%
Capabilities & Experience	20%
Cost/Fees	40%
TOTAL POSSIBLE WEIGHT	100 %

The PAG will evaluate each proposal against the requirements stated herein. Additional evaluation factors which may be considered, in whole or in part include: *Past Performance & References (Company Information & Financial Strength), Qualifications & Experience (Industry Requirements & Previous Industry Successes), Project Knowledge (Scope, Timeline, Resources Required, Challenges), Pricing (Value-Added Attributes, Warranty, Equipment/Products/Services), Technical Capabilities (Marketing Plan, Quality Control Plans, Design, Approach, Ability to Deliver Services Timely), and responses to Industry-Specific Questions.*

1. **Offeror’s Information and Understanding of Project Objectives. (20 points)**
 - a. Responsiveness to all items requested in the RFP, such as completeness of submission, adherence to required page limits, overall organization, and clarity of proposal; and
 - b. Understanding of the work to be provided, particularly in relation to the District, and challenges for each task.
2. **Technical and Management Approach. (20points)**
 - a. Effectiveness of the proposed work plan, program, and method of execution;
 - b. Technical solutions to meet the scope of work; insight and understanding of special issues, problems and constraints, approach towards mitigating and resolving them;
 - c. Effectiveness of the team’s organizational structure in executing and managing the tasks;
 - d. Management approach in providing technically sound and cost-effective services; and
 - e. Ability to provide timely, qualified, and adequate staffing and services to support project demands.
3. **Capabilities and Experience. (20 points)**
 - a. Offeror’s capability, specific relevant experience, qualifications, and expertise of Offeror and its subcontractor(s) (if any), especially the proposed key personnel to perform the required work; and
 - b. Past performance, incl. client references.
4. **Cost/Fee. (40 points)**
Overall pricing including billing methodology, cash discounts, prompt payment pricing.

The District reserves the right to not conduct oral interviews and determine the winning offeror based solely on the written proposal. If oral interviews *are* held, individuals who are identified as key personnel in the proposal are required to be in attendance at the interview. Based on the results of the interview, the evaluation committee may adjust initial scores on the evaluation criteria identified above to arrive at the final evaluation score. The offeror with the highest final evaluation score shall be determined as the top offeror. Offerors who do not arrive for a scheduled interview, if one is held, will no longer be considered further in the selection process.

- D. **Ranking of Proposals.** Proposals that are technically acceptable are re-evaluated with cost as a consideration. The District’s Contracts Specialist will average the technical evaluation scores assigned during the evaluation of each Proposal (*calculated by totaling the points awarded by each PAG member and*



dividing by the number of members). After any applicable preference has been applied, the Contracts Specialist will use both technical and pricing evaluation information to rank all Offerors, with the highest scoring Offeror receiving the highest rank, and successive rank order determined by the next highest score. The Contracts Specialist may, in the District's sole discretion, then determine an apparent successful Offeror. *(If additional rounds are conducted, the District will rank advancing Offerors at the conclusion of each subsequent round and may determine an apparent successful Offeror at any time during the solicitation process.)*

E. **Competitive Range Determination.** Once proposals are scored and tabulated, a "competitive range" will be determined, on the basis of overall rankings according to the weighted criteria set forth herein. Submittals receiving an initial score of less than 70.0 points may be determined not to be in the competitive range and will not be considered further in the selection process. Offerors in the competitive range, or those with a score of 70.0 points or higher, may, at the District's sole discretion, be invited for an interview with the selection committee to provide further clarification. In such event, the District will not provide any information to any Offeror regarding its relative standing among the others. The District may negotiate with all responsible, responsive proposers in the competitive range. The District, at its sole discretion, will determine whether to hold discussions with Offerors who are in the "competitive range" or to award the contract without discussion based on the initial submission.

F. **Next Steps Determination.** At the conclusion of a round of competition, the District may choose to conduct additional round(s) of competition if in the best interest of the District. Additional rounds of competition may consist of, but will not be limited to:

- *Interviews/Presentations/Demonstrations/Additional Submittals.* Based on the overall scores and proposal rankings, the PAG may identify a select number of Offerors to participate in oral interviews and/or in-person presentations/demonstrations. Interviews and/or presentations may be held in person at a location determined by the District or, at the District's elections, may be conducted via videoconference or teleconference. Offerors may only ask questions that are intended to clarify the questions they are being asked. Each Offeror's time slot for oral interviews will be randomly determined. Offerors who are selected shall make every effort to attend. Further details will be included in the *Notice of Competitive Range*.
- *Discussions and Submittal of Revised Proposals.* The Contracts Specialist may request clarification to assist PAG in gaining additional understanding of a proposal. A response to a clarification request must be to clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.
- *Serial or Simultaneous Negotiations.* The District may exercise its discretion to conduct serial or competitive simultaneous discussions or negotiations with *one (1) or more* offerors in any sequence or order and at any stage of the selection process until the District has determined: (a) an eligible offeror with whom it is currently discussing or negotiating to award the contract; (b) a need to conduct revised rounds of negotiations; or (c) a need to cancel the procurement.
- *Best and Final Offers.* Offerors in the Competitive Range may be asked to submit its BAFO. Best and Final Offers must be submitted in the form of a written amendment to the Offeror's initial proposal and must comply with the requirements and specifications outlined in the *Notice of Competitive Range*. All BAFOs *must* be submitted to the SPC on or before the due date and time as set forth in the *Notice of Competitive Range*. *Late Revised Proposals Will Not Be Accepted.* If an Offeror elects not to submit a revised proposal, the Offeror's initial proposal will be accepted as the Best and Final Offer and evaluated accordingly.

During the evaluation process and final negotiations, no information will be provided to any Offeror about any other Proposals. Proposals will be evaluated and scored based on a committee evaluation of the weighted portions listed in the Evaluation Criteria.

G. **Award Consideration.** The District may reject any and all proposals, may waive any minor irregularities or informalities in any proposals or in the solicitation procedure, and must reject a proposal of any party who has been delinquent or unfaithful in any former contract with the District. The District's PAG will recommend the proposal which best measures up to the weighted criteria set forth above. The results of the evaluations and the selection of a proposal for an award will be documented. The PAG's selection will be recommended to the District's General Manager and/or Board of Directors for approval. The District's General Manager and/or Board of Directors has the option of accepting the recommendation or cancelling the solicitation if the General Manager and/or Board of Directors determines it is in the best interest of the District. If the District chooses to award a contract, it shall award a contract to the highest-ranking responsible Offeror(s) based upon the scoring methodology and process described herein. The District, in its discretion, may award less than the full Scope of Work defined in this RFP. In the event the *top two (2)* Offerors receive the same total score, the contract will be awarded to the Offeror who, in the opinion of the District, best meets the District needs.

H. **Award Notification Process - Intent to Award Notice.** After the District's approval of the award, the District will timely notify the successful Offeror, in writing, that District intends to award a contract to the selected Offeror(s) subject to successful completion of a contract between the parties. The letter will include instructions for final submittals that are due prior to execution of the contract. Notice of award shall be made available to the public through electronic means. The District will also timely notify the unsuccessful Offeror of such award. The Contracts Specialist will maintain a complete file record showing the basis for determining the successful Offeror. Should administrative difficulties after proposal opening threaten to delay award beyond the *one hundred fifty (150) calendar day* proposal validity period, the District may ask the Offerors to extend this proposal validity period, with consent of sureties, if any, to avoid the need for re-advertising.

I. **Award and Contract.** The District reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The District reserves the right to contract for all or a partial list of services offered in the proposals. Therefore, Offerors are encouraged to submit their best offer initially. The District will award to the Offeror whose proposal is most advantageous to the District, with cost and other factors considered. This RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by the District. ***By submitting a Proposal, Offeror agrees to comply with the requirements of the RFP, including the terms and conditions of the Sample Contract (Exhibit 1).*** Offerors are responsible to review all specifications, requirements, Terms and Conditions, insurance requirements, and other requirements herein and should price proposals with the understanding that all specifications, requirements, terms and conditions are *mandatory* for the Offeror to comply. Submittal of a proposal is agreement to comply without exception, unless modified by the District.

Offeror shall review the attached *Sample Contract (Exhibit 1)* and submit exceptions to the District during the Questions/Requests for Clarifications period set forth herein. ***No exceptions will be accepted after the submission deadline.*** *An Offeror shall not submit its own contract terms and conditions as a response to this RFP.* Unless the District agrees to modify any of the terms and conditions, District intends to enter into a contract with the successful Offeror substantially in the form set forth in the *Sample Contract*. The District has the right to negotiate changes to submitted proposals and to change



the District's otherwise mandatory terms and conditions during negotiations or by providing notice to the Offeror during the contract. It may be possible to negotiate some provisions of the final contract; however, District is not required to make any changes and many provisions will not be changed. Offeror is cautioned the District believes modifications to the standard provisions constitute increased risk and increased cost to the District. Therefore, District will consider the scope of requested exceptions in the evaluation of the proposal.

Nothing herein prohibits the District from opening discussions with the highest ranked apparent successful Offeror, to negotiate modifications to either the proposal or the contract terms and conditions, in order to align the proposal or the contract to best meet District needs within the scope sought by the RFP. *If the contract negotiation period exceeds thirty (30) business days, or if the selected Offeror fails to sign the final Contract within ten (10) business days of delivery, the District may elect to cancel the award and award the Contract to the next-highest-ranked Offeror.*

SECTION D: SCOPE OF WORK/SPECIFICATIONS

1. **Project Description.** The District is seeking a vendor(s) to provide the District with *shelter maintenance services*, as set out in the attached Scope of Work (*Exhibit 1-A*).
2. **Background.** The District is requesting that responses provide a proposal that describes a plan for maintenance services of transit shelters. This will include the labor and management necessary and the approach to completing the tasks specified in the Scope of Work. It will outline activities that will be undertaken in completing the tasks, identify methods that will be used to ensure quality control as well as budget and schedule control for the project, and demonstrate understanding of our needs and requirements.
3. **Detailed Scope of Work.** The successful Offeror will work with the District to provide *the maintenance services* detailed in the attached Scope of Work (*Exhibit 1-A*).

SECTION E: STANDARD CONDITIONS

1. **Reserved Rights.** Without limiting the generality of any other provision of this RFP, the District reserves the right, at any time prior to execution of a contract with the successful Offeror, to exercise all or any of the following rights and options, which rights and options the District may exercise to the extent that the District, in its sole discretion, deems to be in the District's best interests:
 - This RFP and the process it describes are proprietary to the District and is for the sole and exclusive benefit of the District. No other party, including any respondent to this RFP or future Offeror to any RFP which may be issued by the District, is intended to be granted any rights hereunder.
 - All Offerors are notified the contract for these Work are 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 Offeror responding to the RFP.
 - The District reserves the right, in its sole discretion:
 - To cancel the RFP at any time and for any reason, with or without issuing another RFP, with no cost or penalty to the District; or to reject all proposals and re-solicit or cancel this RFP if deemed by the District to be in its best interest.
 - To re-issue this RFP without change or modification; or to issue a subsequent RFP for this project with terms and conditions that are substantially different from the terms and conditions set forth in this RFP.
 - To correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to an Offeror and subsequently awarding the contract to another Offeror. Such action on the part of the District shall not constitute a breach of contract on the part of the District since the contract with the initial Offeror is deemed to be void *ab initio* and of no effect as if no contract ever existed between the District and the Offeror.
 - To permit or reject amendments (*including information inadvertently omitted*), modifications, alterations and/or corrections of proposals by some or all of the Offerors following proposal submission.
 - To waive any informality, defect, non-responsiveness, or derivation from this RFP that is not, in the District's sole judgment, material to the Proposal.
 - To not proceed with the process described in this RFP, or to change any time schedules set forth herein, including to extend proposal due dates.
 - To reject any Proposal that is untimely, incomplete, unclear, conditional, contains irregularities of any kind, is not in conformity with applicable law, not responsive to this RFP, contains ambiguities or work not called for by this RFP, or whose conduct violates ethical regulations.
 - To reject the Proposal of an Offeror that, has been delinquent or unfaithful in the performance of any contract with the District, or is financially or technically incapable of performing the work required in this RFP, or is otherwise not a responsible Offeror;
 - To rescind its rejection of any Proposal(s) with a previously rejected Offeror.
 - To request clarifications of any unclear proposal; and to request that some or all of the Offerors modify proposals or provide additional information following evaluation by the District.
 - To consider, and accept for evaluation, a late modification of a proposal if the proposal itself was submitted on time; the modifications were requested by the District; and the modifications make the terms of the proposal more favorable to the District;
 - To request additional or supplemental information (*including but not limited to information inadvertently omitted by any Offeror in response to this RFP*) from any or all Offerors.
 - To conduct such investigations as the District considers appropriate with respect to the qualifications of any Offeror and/or any information contained in any Proposal.
 - To duplicate, without limitation, all materials submitted for purposes of this RFP evaluation, and duplicate for public information in response to data requests regarding the proposal.
2. **Protest Procedures.** District's protest policies, as detailed in *Board Policy 468*, may be accessed via [Board Policy 468](#).
3. **DBE Program/SBE Goal.** There is a *ten percent (10%)* SBE goal for this contracting opportunity.
4. **Cost of Proposal Submission and Pre-Contractual Expenses.** Offeror shall pay all the costs in submitting its Proposal, including, but not limited to, the costs to prepare, present and/or submit the Proposal in response to this RFP, costs of samples and other supporting materials, costs to



participate in demonstrations, pre-proposal conferences, or costs associated with protests. The District shall not be liable for any pre-contractual expenses incurred by any Offeror and Offerors shall not include any such expenses as part of the Proposal. 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 Offeror in:

- Proposals in response to this RFP (*including copies or other expenses of any submitted documentation*).
- Costs associated with interviews and meetings (*including travel expenses*) incurred in responding to this RFP.
- Other expenses incurred by an Offeror prior to the date of award and formal Notice to Proceed for any contract.

5. **Waiver.** By submitting a Proposal, the corresponding Offeror represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material, or equipment called for by the envisioned contract; that Offeror 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 performing the work or furnishing the labor, supplies, materials, or equipment required by the contract.
6. **Ownership/Permission to Use Materials.** Responses to this RFP become the exclusive property of the District. At such time as the Procurement Department makes an award recommendation to the General Manager or the Board of Directors, as applicable, and following the District's issuance of the *Notice of the Intent to Award*, all Proposals become public record and subject to public inspection. Application of the *California Public Records Act (Cal. Govt. Code Sections 6250 et seq.)* will determine whether any information is actually exempt from disclosure.

The District shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the District may not accept or approve that the information that an Offeror submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the District shall provide the Offeror who submitted the information with reasonable notice to allow the Offeror to seek protection from disclosure by a court of competent jurisdiction.

All proposals submitted in response to this RFP become the property of the District. By submitting a proposal in response to this RFP, Offeror grants the District a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the proposal solely for the purpose of evaluating the proposal, negotiating a contract, if awarded to Offeror, or as otherwise needed to administer the RFP process, and to fulfill obligations under *California Public Records Act (Cal. Govt. Code Sections 6250 et seq.)*. Proposals, including supporting materials, will not be returned to Offeror unless the Proposal is submitted late.

7. **Public Records Act/Confidentiality.** The *California Public Records Act (Cal. Govt. Code Sections 6250 et seq.)* mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between the District and the Offeror shall be available to the public.

If the Offeror believes any communication contains trade secrets or other proprietary information the Offeror believes would cause substantial injury to the Offeror's competitive position if disclosed, the Offeror shall request the District withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. The Offeror may not designate its entire Proposal as confidential. Additionally, Offeror may not designate Proposal Forms as confidential.

If the Offeror requests that the District withhold from disclosure information identified as confidential, and the District complies with the Offeror's request, the Offeror shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify, defend, and hold harmless the District from and against all damages (*including but not limited to attorneys' fees that may be awarded to the party requesting the Offeror information*), and pay any and all cost and expenses related to the withholding of the Offeror information. The Offeror shall not make a claim, sue or maintain any legal action against the District or its directors, officers, employees or agents in connection with the withholding from the disclosure of Offeror information or in connection with the disclosure of Offeror Information in the event the District determines such information is subject to disclosure.

If the Offeror does not request that the District withhold from disclosure information identified as confidential, the District shall have no obligation to withhold the information from disclosure and may release the information sought without liability to the District.

8. **Confidentiality.** In the course of performing work under the contract, Offeror may have access to confidential information of the District, which may be exempt from public disclosure by law. Offeror acknowledges such information is secret and confidential and shall not disclose any such confidential information, directly or indirectly, or use it in any way either during the term of the contract or at any time thereafter, except as required in the course of its performance in accordance with the contract.
9. **Conflict of Interest.** By submitting a Proposal, the Offeror represents and warrants that no director, officer or employee of the District is in any manner interested directly or indirectly in the Proposal or in the contract which may be made under it or in any expected profits to arise there from, as set forth in *Article 4, Division 4, Title I (commencing with Sec. 1090)* of the Government Code of the State of California.

The Offeror warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under *California Government Code Sections 1090 et seq. or Sections 87100 et seq.* during the performance of work under the contract. The Offeror further covenants that it will not knowingly employ any person having such an interest in the performance of the contract. Violation of this provision may result in the contract being deemed void and unenforceable.

Depending on the nature of the work performed, the Offeror may be required to publicly disclose financial interests under the District's Conflict of Interest Code. The Offeror agrees to promptly submit a Statement of Economic Interest on the form provided by the District upon receipt. No person previously in the position of director, officer, employee or agent of the District may act as an agent or attorney for, or otherwise represent, the Offeror by making any formal or informal appearance, or any oral or written communication, before the District, or any officer or employee of the District, for a *period of twelve (12) months* after leaving office or employment with the District if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, awards or revocation of a permit, license, grant or contract.



The Offeror warrants that it has no organizational conflicts of interest at this time. Alternatively, the Offeror must disclose all known organizational conflicts of interest. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the District; a firm or person's objectivity in performing the contract work is or might be impaired, or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other agreement.

10. **No Collusion.** By submitting a proposal, each Offeror represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Offeror has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Offeror has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

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

11. **Non-Conforming Proposal.** A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for nonacceptance of the proposal, at the sole discretion of the District.

Validity. A Proposal constitutes an irrevocable, unalterable offer by the Offeror to the District which must remain valid and open to be accepted for no less than *one hundred fifty (150) calendar days* from the submission deadline date of the RFP and may be extended by written agreement.

Ordering Procedures. A purchasing commitment represents an obligation to pay a contractor for future delivery of work. The District purchase commitments are made via purchase orders. No payments will be made for Work performed or goods delivered before a purchase order is issued by the Procurement Department. Contractors who commence work before they have received a valid contract do so at their own risk. Purchase Orders are issued by the District and submitted electronically to the contractor by fax or email.

12. **Gratuities.** No person shall offer, give or agree to give any District employee any gratuity, discount or offer of employment in connection with the award of contract by the District. No District employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a District contract.

13. **Ex-Parté Communications/Cone of Silence Policy.** In accordance with *California Public Contract Code section 20216(d)*, the District's Board of Directors, or any person responsible for awarding a contract, shall not have any ex-parté communication with an offeror or any representative of the offeror except in writing and if the communication is made public.

Any verbal or written communication between any potential or actual offeror, or its representatives and any District Board Member, staff member, committee member, or contractor regarding this procurement are strictly prohibited from the date of the solicitation advertisement through the date of execution of the contract. The only exceptions to this are: (1) written requests regarding information or clarification made to District's designated Contracts Specialist (*or other procurement designee*) during the allowable time period under the solicitation; and (2) any communications at a publicly noticed meeting of the District's Board of Directors. Any violation of the requirements set forth in this section shall constitute grounds for immediate and permanent disqualification of the Offeror from participation in this procurement.

In the context of this RFP, an "*ex-parté communication*" is any communication between an Offeror (or the Offeror's representative) and the District's General Manager, Board Member, officer, employee or consultant, regardless of who initiates the communication, other than as part of the procurement process specified herein, before the District issues a Notice to Proceed, unless it is in writing and available for disclosure to the general public.

14. **Disqualification.** Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- Failure to use the District's approved forms;
- Failure to manually sign proposal. Person signing proposal should show *Title or Authority to Bind the Firm in a Contract*. Proposals must list full firm name and address of offeror;
- Any attempt to improperly influence any member of the evaluation team;
- Evidence of collusion, directly or indirectly, among Offerors in regard to the amount, terms or conditions of this proposal;
- Evidence of incorrect information submitted as part of the proposal;
- Evidence of Offeror's inability to successfully complete the responsibilities and obligation of the proposal;
- Existence of any lawsuit, unresolved contractual claim or dispute between Offeror and the District;
- Offeror is in arrears on an existing contract or has failed to perform on a previous contract with the District; or
- Offeror's default under any previous agreement with the District, which results in termination of the contract.

15. **Firms or Persons Not Eligible to Submit a Proposal** In order to avoid any conflict of interest or perception of a conflict of interest, Offeror(s) selected to provide professional services under this RFP will be subject to the following requirements:

- The Offeror(s) who works on the procurement will be precluded from submitting proposals as a prime contractor or subcontractor in the ultimate procurement.
- The Offeror(s) may not have interest in any potential Offeror for the ultimate procurement.

16. **Authorized Representative.** Proposals must be signed by a duly authorized officer(s) eligible to sign contract documents for the Offeror (*the "Authorized Signer"*). Failure of the authorized representative to sign the Proposal may subject the Proposal to rejection by the District. Consortiums, joint ventures, or teams submitting Proposal, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with *one (1) offeror or one (1) legal entity*. The submittal should indicate the responsible entity. Offerors should be



aware that joint and several responsibility and liability will attach to any resulting contract and failure of *one (1)* party in a joint venture to perform will not relieve the other party or parties of total liability.

17. **Insurance.** Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The certificate submitted in response to this solicitation can be a current file copy and does not need to include any “additional insured” language in favor of the District. Upon contract award, the selected Offeror(s), at Offeror’s sole cost and expense and for the full term of the contract or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in Exhibit 2. All policies, endorsements, certificates and/or binders shall be subject to the approval of the District’s Claims and Liability Manager as to form and content. These requirements are subject to amendment or waiver if so, approved in writing by the Claims and Liability Manager. The selected Offeror agrees to provide the District, via the District’s *myCOOnline.com* portal, with a copy of said policies, certificates and/or endorsement upon award of contract.
18. **Additional Proposal Information.**
- **Cancellation of RFP; Rejection of Proposal; No Damages.** The District may reject any or all Proposals in-whole or in-part or may cancel this RFP at any time when the rejection or cancellation is in the best interest of the District, as determined by the District. The District shall not be liable to any Offeror for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFP, award, or rejection of any Proposal.
 - **Changes or Corrections in Proposal Submittal.** Prior to the proposal submittal closing date and time, an Offeror may make changes to its proposal, if the change is initialed and dated by the Offeror. No change shall be allowed after the closing date and time. Note that Offeror cannot change, mark-up or cross-out any condition, format, provision or term that appears on the District’s published *Cost Proposal Form*. If Offeror needs to change any of its own prices or answers, such revisions must be written on the *Cost Proposal Form* in pen, initialed, and be clear in intent. Do not use white-out.
 - **Errors in Proposals.** The Offeror is responsible for errors and omissions in its proposals. No such error or omission shall diminish the Offeror’s obligations to the District.
 - **Withdrawal of Proposal.** A proposal submission may be withdrawn by written request of the Offeror, prior to the proposal closing date and time. The request for withdrawal shall be signed by an authorized agent of Offeror. Modifications offered in any manner, oral or written, will not be considered after the deadline. After the closing date and time, the submittal may be withdrawn only with permission by the District.
 - **Prohibition as Subcontractor.** No Offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.
 - **Duration of Proposal.** Each Offeror agrees that its Proposal prices and costs shall be a firm offer to the District and shall remain valid for *at least the one hundred fifty (150) calendar day* period as stated herein.
 - **Rejection of Proposals and Rights of Award.** The District reserves the right to reject any or all proposals at any time with no penalty. The District also has the right to waive immaterial defects, technicalities, and minor irregularities in any submitted Proposal and to accept any proposal it deems to be in the best interest of the District.
 - **Incorporation of RFP and Proposal in Contract.** This RFP and the Offeror’s response, including all promises, warranties, commitments, and representations made in the successful proposal as accepted by the District, shall be binding and incorporated by reference in the District’s contract with the Offeror.

SECTION F: EXHIBITS AND ATTACHMENTS

ATTACHMENTS *(to be completed and returned with the proposal):*

- Attachment A - Formal Offering of Proposal
- Attachment B - Offeror’s Statement of Qualifications and Business References
- Attachment C - Prime Contractor and Subcontractor/Supplier Report
- Attachment D - Certification Regarding Debarment, Suspension, & Other Ineligibility & Voluntary Exclusion
- Attachment E - Certification Regarding Lobbying
- Attachment F - Non-Collusion Affidavit
- Attachment G - Offeror’s Assurance of Compliance
- Attachment H - Acknowledgement of Insurance Requirements
- Attachment I - Cost Proposal Form

EXHIBITS *(to be reviewed prior to proposal submission):*

- Exhibit 1 - Sample Contract
- Exhibit 1A - Scope of Work
- Exhibit 2 - Insurance Requirements
- Exhibit 3 - Prevailing Wages
- Exhibit 4 - Federal Clauses
- Exhibit 5 - Contractor’s Proposal
- Exhibit A - Transit Shelter Inventory
- Exhibit B - Transit Center Inventory
- Exhibit C - BRT Station Inventory



PRE-SUBMISSION CHECKLIST

This pre-submission checklist is provided as a tool. Before submitting a response, it is the Offeror's responsibility to read the entire solicitation and carefully examine the terms, specifications and conditions, insurance requirements, and other requirements herein, acknowledging that all specifications, requirements, terms and conditions are mandatory for the Offeror to comply. Failure to read any part of this solicitation will not relieve an Offeror of contractual obligations. Submittal of an offer is agreement to comply without exception, unless modified by the District.

Completed	Contents of Your Proposal	Hard Copy Required Signed & Dated	Flash Drive Required
	Attachment A : Completed Formal Offering of Proposal		
	Attachment B : Offeror's Statement of Qualifications and Business References		
	Attachment C : Completed Prime Contractor and Subcontractor/Supplier Report		
	Attachment D : Certification Regarding Debarment, Suspension, & Other Ineligibility & Voluntary Exclusion		
	Attachment E : Completed Certification Regarding Lobbying		
	Attachment F : Non-Collusion Affidavit		
	Attachment G : Completed Offeror's Assurance of Compliance		
	Attachment H : Acknowledgement of Insurance Requirements		
	Attachment I : Completed Cost Proposal Form		
	Certificate of Insurance with Required Coverage		
	Copy of all RFP Addendums issued by the District		
	Pricing for all Products/Equipment/Work within the RFP being proposed		
	Entire Proposal submittal including signed documents and forms		
	Required Flash Drive and Hard Copies Submitted		
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing Proposal labeled and sealed with the following language: <i>"Competitive Proposal Enclosed, Hold for Scheduled Opening for 202x-xxxx"</i>		
	Response Package mailed <i>prior to</i> and delivered <i>on/ before</i> deadline to:		



ATTACHMENT A
FORMAL OFFERING OF PROPOSAL
(To be completed only by the Offeror)

TRANSIT SHELTER MAINTENANCE

In compliance with the Request for Proposal (RFP) for **Transit Shelter Maintenance**, the undersigned warrants that the Offeror has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related work in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Offeror's response documentation. The Offeror further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Offeror accepts responsibility for any subcontractors used to fulfill this Proposal.

Company Name: _____ Date: _____

Company Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)



ATTACHMENT B
OFFEROR'S STATEMENT OF QUALIFICATIONS & BUSINESS REFERENCES

A. Offeror's Name: _____

B. How many years has your organization been in business under your present business name? _____

C. *Three (3) -Year Annual Gross Sales*

Year:	Year:	Year:
\$	\$	\$

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

Client	Location <i>(city/ state)</i>	Type of Work	Value of Work	Percent Completed of Overall Project	Scheduled Completion Date

E. List all key projects your organization has completed, which are similar in nature to the Scope of Work outlined in this solicitation during the last *three (3) years*, at a minimum. *(Attach additional sheets if necessary.)*

Client	Location <i>(city/ state)</i>	Type of Work	Value of Work	Year Started	Year Completed

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.*

Individual's Name	Title	Years of Professional Experience	Type of Work

G. **References:** List a minimum of *three (3)* professional references for whom your organization has performed work similar in nature to the Scope of Work outlined in this solicitation. *Do not list AC Transit as a reference. Attach additional sheets if necessary.*

Business Name	Contact Person	Phone	Email

H. Have you or your organization, or any officer or partner thereof, defaulted on a contract? No Yes, please explain. *Attach additional sheets if necessary.*

I. Is any pending litigation or adverse findings against your organization? No Yes, please explain. *Attach additional sheets if necessary.*

J. Has your firm ever been debarred by a Federal, State or Local Government agency? No Yes, please explain. *Attach additional sheets if necessary.*

The undersigned Offeror represents and warrants that the foregoing information is true and accurate to the best of its knowledge and the undersigned intends that the District rely thereof in awarding the attached contract.

Signature of Offeror

Date

Name/Title



ATTACHMENT C
PRIME CONTRACTOR & SUBCONTRACTOR / SUPPLIER REPORT
Complete All Sections of Form and Return with Proposals

The Offeror is **required** to complete the following information in accordance with the provisions of *Public Contract Code Sections 4100 to 4113, inclusive*. This form shall include prime contractor, all suppliers, and all subcontractors that will perform work, provide labor, or render services in connection with the project in an amount in excess of **one-half of one percent (0.5%)** of the total amount of Offeror's Grand Total Proposal Price. AC Transit reserves the right to request additional documentation to validate any and all information provided on this form. **COMPLETE ALL FIELDS OR INDICATE N/A. DO NOT LEAVE BLANKS.**

Prime/Sub-Proposer/Supplier Name/Address/Contact Information	Type of Work or Materials	Value of Work & Materials <i>(complete both items)</i>	DBE/SBE UTILIZATION AC Transit reserves the right to request further documentation to validate provided information on meeting the DBE/SBE requirements for this procurement.	Annual Gross Receipts List annual gross receipts for last three years (i.e. 2019, 2018, 2017)
Prime Contractor: Address: Contact Person: Phone: Email: How Many Years in Business? DIR Registration #: License No (if applicable):		Percentage (%) Dollar Value (\$)	Is Prime Contractor: <input type="checkbox"/> DBE <input type="checkbox"/> SBE <input type="checkbox"/> Not Applicable If DBE or SBE, include the following: Certifying Agency: _____ _____ Certification No.: _____ Certification Date: _____ Expiration Date: _____	
Subcontractor/Supplier: Address: Contact Person: Phone: Email: How Many Years in Business? DIR Registration #: License No (if applicable):		Percentage (%) Dollar Value (\$)	Is Subcontractor or Supplier: <input type="checkbox"/> DBE <input type="checkbox"/> SBE <input type="checkbox"/> Not Applicable If DBE or SBE, include the following: Certifying Agency: _____ _____ Certification No.: _____ Certification Date: _____ Expiration Date: _____	
Subcontractor/Supplier: Address: Contact Person: Phone: Email: How Many Years in Business? DIR Registration #: License No (if applicable):		Percentage (%) Dollar Value (\$)	Is Subcontractor or Supplier: <input type="checkbox"/> DBE <input type="checkbox"/> SBE <input type="checkbox"/> Not Applicable If DBE or SBE, include the following: Certifying Agency: _____ _____ Certification No.: _____ Certification Date: _____ Expiration Date: _____	

Revised August 2019

(DO NOT LIST ALTERNATIVE SUBCONTRACTORS FOR THE SAME WORK. ATTACH ADDITIONAL SHEETS AS NECESSARY.)



ATTACHMENT D
CERTIFICATION REGARDING DEBARMENT, SUSPENSION and
OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

- (A) By signing and submitting this Proposal, the Offeror is providing the signed certification set out below.
- (1) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 - (2) The Offeror shall provide immediate written notice to AC Transit if at any time the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - (3) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "bid" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing *Executive Order 12549 (49 CFR Part 29)*. You may contact AC Transit for assistance in obtaining a copy of those regulations.
 - (4) The Offeror agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under *48 CFR part 9, subpart 9.4*, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the department or agency with which this transaction originated.
 - (5) The Offeror further agrees by submitting this proposal that it will include the clause entitled "*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion*", as set out below in Subsection (B), in all subcontracts and in all solicitations for lower tier covered transactions as modified to identify the subcontractor.
 - (6) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
 - (7) Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (8) Except for transactions authorized under *Paragraph 4* of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under *48 CFR part 9, subpart 9.4*, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.
 - (9) Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 - (10) Has not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (11) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification.
 - (12) Has not within a three (3) year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (B) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction
- (1) The Offeror certifies, by submission of this proposal, that neither it nor its "principals," as defined at *49 C.F.R. § 29.105(p)*, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - (2) If Offeror is unable to certify to the statements in this certification, Offeror shall attach an explanation to this Proposal.

Firm: _____

Name and Title of Authorized Official: _____

Signature of Authorized Official: _____

Executed on _____, 2023 at _____
(Date) (City) (State)



ATTACHMENT E
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

Firm: _____

Name and Title of Authorized Official: _____

Signature of Authorized Official: _____

Executed on _____, 2023, at _____, _____
(Date) (City) (State)



ATTACHMENT E (continued)
CERTIFICATION REGARDING LOBBYING

Offeror shall certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Offeror shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures shall be forwarded to the District. Offerors shall ensure that all of its Subcontractors included in their Proposal shall certify the same.

Please choose one:

No, Offeror has not participated in lobbying activities as outlined above

Yes, Offeror has participated in lobbying activities as outlined above

If yes –and complete the Disclosure of Lobbying Activities form below

Name of Offeror: _____

Person Completing Form: _____

Signature: _____

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES (Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352)

1. Type of Federal Action: <input type="checkbox"/> contract <input type="checkbox"/> grant <input type="checkbox"/> cooperative agreement <input type="checkbox"/> loan <input type="checkbox"/> loan guarantee <input type="checkbox"/> loan insurance		2. Status of Federal Action: <input type="checkbox"/> bid/offer/application <input type="checkbox"/> initial award <input type="checkbox"/> post-award		3. Report Type: <input type="checkbox"/> initial filing <input type="checkbox"/> material change For Material Change Only: Year _____ Quarter _____ Date of last report: _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier, if known: _____ Congressional District, if known: _____			5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable:		
8. Federal Action Number, if known:			9. Award Amount, if known: \$_____		
10a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI):			10b. Individuals Performing Work (including address if different from No. 10a):		
(Attach Continuation Sheet(s), if necessary)					
11. Amount of Payment (check all that apply): \$_____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> retainer <input type="checkbox"/> one-time fee <input type="checkbox"/> commission <input type="checkbox"/> contingent fee <input type="checkbox"/> deferred <input type="checkbox"/> other (specify: _____)		
12. Form of Payment (check all that apply): <input type="checkbox"/> cash <input type="checkbox"/> in-kind; specify: nature _____ value _____					
14. Brief Description of Work Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:					
15. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reference was placed by the user above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.			Signature: _____ Print Name: _____ Title: _____ Telephone #: _____ Date: _____		



ATTACHMENT F
NON-COLLUSION AFFIDAVIT
{To be Executed by Bidder and Submitted with Bid}
{In accordance with 23 U.S.C. § 112 and Cal. Pub. Con. Code § 7106}

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

_____, being first duly sworn, deposes and represents he or she is the
(name)
_____ of _____
(position or title) (Contractor)

the party making the foregoing contract swears that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Contractor has not in any manner, directly or indirectly, sought by Contract, communication, or conference with anyone to fix the bid price of the Contractor or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Contractor has not, directly or indirectly, submitted its or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any free to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Dated: _____ By: _____

Subscribed and sworn to before me,
a Notary Public in and for the
State of California, County of _____,
this ____ day _____, 2023.

Signature of Notary Public (Seal)
My commission expires _____, 2023.



ATTACHMENT G
PROPOSER ASSURANCE OF COMPLIANCE
OFFEROR'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Offeror"), swears that the following statements are true to the best of his or her knowledge.

1. The Offeror is submitting its proposal under its true and correct name, the Offeror has been properly originated and legally exists in good standing in its state of residence, the Offeror possesses, or will possess before delivering any products and related work, all applicable licenses necessary for such delivery to the District. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Offeror to the terms in this Contract.
2. The Offeror, or any person representing the Offeror, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of the District, or any person, firm, or corporation under contract with the District, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Offeror has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Offeror will, if awarded a Contract, provide to the District, the products and work in accordance with the terms, conditions, and scope of this RFP, with the Offeror-offered specifications, and with the other documents in this solicitation.
5. The Offeror agrees to deliver products and work through valid contracts, purchase orders, or means that are acceptable to the District. Unless otherwise agreed to, the Offeror must provide only new and first-quality products and related work to the District under an awarded Contract.
6. The Offeror will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Offeror understands that the District will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under the *California Public Records Act (Cal. Govt. Code Sections 6250 et seq.)*, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. The *California Public Records Act (Cal. Govt. Code Sections 6250 et seq.)* permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under the California Public Records Act.
8. The Offeror understands that it is the Offeror's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify the District for reasonable measures that the District takes to uphold such a data designation.

By signing below, Offeror is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____

Address: _____

City/State/Zip: _____ Telephone Number: _____

E-mail Address: _____

Authorized Name (printed): _____ Authorized Signature: _____

Title: _____ Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 2023

Notary Public in and for the County of _____ State of _____

My commission expires: _____ Signature: _____



ATTACHMENT H
ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

Included in the Proposal Price is full compensation for the requirements set forth in *Exhibit 2-Insurance Requirements*, including:

- a. **Commercial General Liability** (CGL) coverage of not less than: *\$1,000,000.00 per occurrence* or twice the required occurrence limit if a general aggregate limit applies. Policy shall include a Waiver of Subrogation and Additional Insured endorsement. Policy will also contain either a Cross Liability endorsement or Severability of Interests Clause.
- b. **Automobile Liability**: coverage of *Code 1* (any auto), or if Contractor has no owned autos, *Code 8* (hired) and *Code 9* (non-owned), with limit *no less than \$2,000,000.00 per accident* for bodily injury and property damage. Policy shall include a Waiver of Subrogation and Additional Insured endorsement.
- c. **Workers' Compensation**: insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of *no less than \$1,000,000.00 per accident* for bodily injury or disease. Policy shall include a waiver of subrogation. *(Not required if Contractor provides written verification it has no employees).*
- d. **Professional Liability Errors and Omissions Insurance**: if appropriate to the Contractor's profession and work hereunder, with limits not less than \$2,000,000.00 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this contract and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, the release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Policy must include property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the District in the care, custody, or control of the Contractor. If not covered under the Contractor's liability policy, such "property" coverage of the District may be endorsed onto the Contractor's Cyber Liability Policy as covered property.
- e. **Other Provisions**: The District, its members of the Board of Directors, officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy. or any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the District.

Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Self-insured retentions must be declared to and approved by the District. Unless otherwise approved, insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII.

If any of the required policies provide coverage on a claims-made basis, the retroactive date must be shown and must be *prior to* the date of the contract or the beginning of contract work; insurance must be maintained and evidence of insurance must be provided for *at least five (5) years* after completion of the contract of work; and if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a *minimum of five (5) years* after completion of contract work.

Contractor shall furnish the District with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the District before work begins. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the District is an additional insured on insurance required from subcontractors.

The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Signature of Offeror

Date

Title



**ATTACHMENT I
COST PROPOSAL FORM**

TO THE AC TRANSIT GENERAL MANAGER *and/or* BOARD OF DIRECTORS

THIS OFFER IS SUBMITTED BY: _____
(Firm/Company Name)

RE: AC Transit RFP No. 2023-1605

- The undersigned Offeror offers and agrees, if this Proposal is accepted, to enter into a contract with AC Transit to perform and furnish all Work as specified or indicated herein for the price and within the timeframe indicated in this Proposal and in accordance with all other terms and conditions detailed herein.
- Offeror accepts all of the terms and conditions herein. This Proposal will remain subject to acceptance for *at least one hundred fifty (150) calendar days* after the proposal submission deadline.
- In submitting this Proposal, Offeror represents that Offeror has examined all of terms and conditions herein, performed all necessary pre-proposal due diligence, and received the following Addenda:

No.	Addendum Date	Signature of Offeror

- The prices shall be inclusive of *any and all costs* which include all equipment costs, taxes, insurance, freight, delivery, installation, disposal and recycle fees, all parts and supplies, any subcontractor costs, travel expenses, profit, administrative and overhead fees, and all other costs required to perform the Work for the term detailed. Based on the foregoing, Offeror proposes and agrees to fully perform the Work within the time stated and in strict accordance with the solicitation for the listed sum. *Other costs added to the Cost Proposal Form by Offeror will not be considered and may result in a rejection of the Proposal as non-responsive.* The item totals for all Items are provided by the Offeror for the convenience of the District.

The Offeror will honor the unit price regardless of how many shelters are added or deleted.

Instructions: Included in the costs below shall be all labor, materials, taxes, insurance, any subcontractor costs, travel expenses, telephone costs, copying costs, profit, administrative and overhead fees, and all other costs as required to perform the work listed in the Scope of Work for the term detailed. The costs shall be representative of one transit shelter and its related furniture as outlined in the Scope of Work.

Transit Shelter Cost Proposal

ASSUMPTIONS- Bus Shelters (Scheduled)			
Task	Time	Frequency	Total Annual Visits
Pressure Wash	Monthly (12)	1	12
Cleaning/Inspection	Weekly (52)	2	104
Map Changes	Quarterly (4)	1	4

SCHEDULED- Bus Shelters				
Task	Unit Cost/Shelter	Shelter Quantity	Total Visits	Total
Pressure Washing	\$ -	276	3240	
Cleaning: Graffiti Removal, Trash, Sweeping, Etc.	\$ -	276	28080	
Replacement of Public Information (Quarterly)	\$ -	276	1080	

UNSCHEDULED- Bus Shelters			
Task	Unit Cost/Shelter	Total Visits	Total
Pressure Washing	\$ -	120	
Cleaning: Graffiti Removal, Trash, Sweeping, Etc.	\$ -	120	
Replacement of Public Information (due to damage)	\$ -	10	
Minor Maintenance	\$ -	120	
Repainting	\$ -	10	
Unhoused Trash Cleanup	\$ -	10	

Total Scheduled	0
Total Unscheduled	0
TOTAL COST PROPOSAL	0



Quantity Option - Bus Rapid Transit Stations Cost Proposal: The District may exercise an option to expand the contract to include Tempo Bus Rapid Transit Platforms that may need maintenance after expiration of its current maintenance contract in August 2023. For more information, see the Scope of Work.

ASSUMPTIONS- BRT Station (Scheduled)			
Task	Time	Frequency	Total Annual Visits
Comprehensive Pressure Wash	Monthly (12)	1	12
Pressure Wash (Platform Only)	Monthly (12)	1	12

SCHEDULED- BRT Station				
Task	Unit Cost/Station	Shelter Quantity	Total Visits	Total
Comprehensive Pressure Wash	\$ -	46	552	
Pressure Wash (Platform Only)	\$ -	46	552	
Comprehensive Graffiti removal up to 150 square feet			1000 SF	

UNSCHEDULED- BRT Station			
Task	Unit Cost/Shelter	Total Visits	Total
Comprehensive Pressure Wash	\$ -	120	
Pressure Wash (Platform Only)	\$ -	120	
Graffiti removal up to 150 square feet		500 SF	

Total Scheduled	
Total Unscheduled	
TOTAL COST PROPOSAL	

Note: The proposal prices listed herein shall be inclusive of **all** cost associated with providing maintenance services, including any anticipated fuel cost. Fuel surcharges **will not** be allowed during the term of the resulting contract.

EXHIBIT 1



SAMPLE CONTRACT

THIS CONTRACT (this “Contract”) is made and entered into this ## day of Month 20xx (the “Effective Date”), by and between **ALAMEDA-CONTRA COSTA TRANSIT DISTRICT**, a rapid transit district established pursuant to *California Public Utilities Code, Section 24561* et seq., having its principal place of business at 1600 Franklin Street, Oakland, California 94612 (hereinafter “AC Transit” or the “District”) and _____, a _____ corporation, having its principal place of business at _____ (hereinafter the “Contractor”).

THE PARTIES AGREE AS FOLLOWS:

1. **Scope of Work.** Contractor shall perform the work (the “Work”) in full accordance with the **Request for Proposals No. 2023-1605** prepared and issued by the District, entitled *Transit Shelter Maintenance* (dated _____), a copy of which is attached hereto and incorporated by this reference. Contractor agrees to undertake, carry out and complete all work established herein in a professional and efficient manner satisfactory to District standards.

Contractor hereby agrees to furnish the materials, supplies and work in compliance with all terms, conditions, specifications, and addenda in the above referenced solicitation. Contractor is hereby cautioned not to perform any work under this Contract until valid certificates of insurance, all current and valid copies of any required licenses/certifications and/or performance bond are received and accepted by the District, if applicable, a purchase order is issued for the materials, supplies, and work described herein and the *AC Transit Project Manager* (_____) has approved the start date for the project. Any work initiated prior to the official contract award and the submission of the documents referenced above shall be performed solely at Contractor's risk.

After a proposal has been accepted and a binding contract entered, no changes may be made, unless by prior written approval from the District through execution of a contract amendment. Unanticipated amendments must be within the scope of the original contract, authorized by the terms of the contract and due to legitimate, unforeseen circumstances.

2. **Contract Term.** Work under this Contract shall commence on/about *01 April 2023* and continue through *31 March 2025*, or unless this Contract is terminated sooner pursuant to *Section 52-Termination* or extended by the parties, as allowed for herein. Work shall be performed at the District's direction and within the term set forth herein unless otherwise mutually agreed upon by the District and the Contractor. This Contract will not automatically renew. In the event the Contract expires before a mutually agreed written and approved contract amendment is executed, Contractor shall extend the contract on a month-to-month basis by mutual written agreement.

Option to Extend the Contract (Priced). At the sole discretion of the District, this Contract may be extended unilaterally by the exercise of *three (3) one (1) year* priced options. If exercised, the District shall notify Contractor, in writing, of its intent to exercise each priced option at least *thirty (30) calendar days* prior to the exercise of said option(s). The option(s) shall be exercised in accordance with the prices proposed in the original submitted offer.

3. **Contract Price.** Contractor agrees to perform all of the Work, as accepted by the District, included on *Exhibit 1-A (Scope of Work)* and in accordance with the fees as accepted by the District set forth in *Attachment I-Cost Proposal of the RFP*, not to exceed _____ (\$ _____) per year, for a total estimated Contract value of _____ (\$ _____) for the _____ (_____) year period, for all Work to be performed in accordance with this Contract.

Contract pricing for this Work is all-inclusive and shall be made on a firm-fixed price basis for the period of the Contract. The total “not to exceed” price shall include all work, labor, materials, taxes, profit, overhead, insurance, subcontractor costs, and all other costs and miscellaneous expenses incurred by Contractor as reflected in the Proposal. Invoices will be processed for Contract prices only. Additional charges for tax, travel, fuel surcharges, delivery charges, environmental fees, waste fees, and other miscellaneous charges shall not be imposed on the District and will not be paid. The District and Contractor must mutually agree upon any adjustments in payment in writing.

The District will make payments directly to Contractor. The District shall be liable and/or responsible for payment only for those product(s) and/or Work ordered and must be invoiced directly by Contractor. Contractor shall submit invoices, with a payment term of *net thirty (30) calendar days*, at the end of each month work have been provided. Invoices shall clearly describe in detail the work performed by Contractor during the previous month and shall state the number of hours performed at each location and the applicable hourly rate being billed. Rates shall be in accordance with the Contractor's Proposal, and Best and Final Offer, if any, as accepted by the District. Advance payments are not authorized. Payment will be made only for actual Work that have been received. Unless otherwise agreed upon, no payment will be made for services in progress. Invoices shall be submitted electronically to accounts payable@actransit.org or mailed to: AC Transit, Attn: Accounts Payable, P.O. Box 28507, Oakland, California 94604. The District will endeavor to pay properly submitted, undisputed invoices *within thirty (30) calendar days* of initial receipt. *Please reference the Contract Number and Purchase Order Number on all submitted invoices. Failure to do so could delay payment.*

Disputed Charges. If the District, in good faith, believes there is a dispute concerning the accuracy or applicability of any charge or other invoiced amount, it will notify Contractor of the nature of such dispute *not later than ten (10) calendar days* after receipt of invoice and will provide reasonable support for such dispute together with such notice of disputed charges. In such event, the District may withhold such disputed charges or other invoiced amounts from payment of that or subsequent invoices. Failure by the District to identify a disputed charge or other invoiced amount prior to payment of such charge or amount will not limit or waive any of its rights or remedies with respect thereto, including its right to withhold such disputed charges or amounts from payments on subsequent invoices. Contractor shall use diligent efforts to provide any supporting documentation required by the District to resolve any such disputes.

Withholding Payments. Payments may be withheld on account of (1) defective or non-conforming equipment, supplies, materials or Work not remedied; (2) claims asserted or evidence which indicates probable assertion of claims; (3) failure of the Contractor to make payments properly to subcontractors



or for labor, materials, or equipment; (4) damage to another Contractor or District property; or (5) unsatisfactory prosecution of the Work by the Contractor.

Late Invoice Submissions. The District will not honor any Contractor invoices or claims which are tendered *six (6) months* after the last item of the account has accrued.

Warranty Price. The price to be paid shall be that contained in Contractor's Offer which Contractor warrants to be no higher than Contractor's current prices on specifications covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the Work shall be reduced to the Contractor's current prices on orders by others, or in the alternative, the District may cancel this contract without liability to Contractor for breach.

4. **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. In the event of a conflict, these documents shall control in order of precedence as set forth below:

- This Contract and any Amendments
- RFP No. 2023-1605 and any Addenda thereto
- Contractor's Proposal dated _____, and all attachments, as accepted by the District

5. **Notices.** All communications relating to the day-to-day activities of the provided work shall be exchanged between the District's representative, _____, and the Contractor's representative, _____. All other notices, 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:

DISTRICT

Dora English, Assistant Contracts Specialist
AC Transit
1600 Franklin Street, 6th Floor
Oakland, CA 94612
Phone (510) 891-4789
Email: denglish@actransit.org

CONTRACTOR

Contact Name/Title:
Name:
Address:
Address:
Phone #:
Email:

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 calendar day* after its deposit with any commercial air courier or express services or, if mailed, *ten (10) calendar 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. **Vendor Registration.** Contractor is required to be a registered vendor in the District's online Procurement system: [AC Transit Vendor Registration](#). To complete the process, include a completed W-9 form, Request for Taxpayer Identification Number and Certification-containing original signature. Contractor must also be registered in the federal government's System for Award Management (SAM) (<https://www.sam.gov>).

7. **Pre-Contractual Expenses.** Contractor shall pay all pre-contractual costs. The District shall not be liable for any pre-contractual expenses incurred by Contractor. Pre-contractual expenses include, but are not limited to, expenses incurred by Contractor prior to the date of award and issuance of the formal Notice to Proceed for the Contract.

8. **Rendition of Work.** 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 performance of the Work required by the District hereunder cannot satisfactorily be performed by the regular employees of the District.

9. **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 persons performing work for the Contractor shall be one solely between said parties.

10. **Subcontracting.** The Contractor shall not subcontract any Work to be performed by it under this Contract without the prior written approval of the District, except for service firms engaged in drawing, reproduction, typing, and printing. Any subcontractors must be engaged under written contract with the Contractor with provisions allowing the Contractor to comply with all requirements of this Contract. The Contractor shall be solely responsible for reimbursing any subcontractors, and the District shall have no obligation to them. The Contractor shall be solely responsible for subcontractor insurance requirements, prompt payment affidavits, certifications regarding lobbying, and DBE designations.

No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.

For contract monitoring and tracking purposes, the District utilizes B2GNow. This is an interactive system that 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.

11. **Changes.** If the Contractor seeks any changes to the Scope of Work that would require a modification of the amount of compensation or the time required for performance, the changes must be reviewed and approved in writing in advance of any action to implement the change by the Project Manager. In the event Contractor encounters any unanticipated conditions or contingencies that may affect the Scope of Work, schedule, or the amount of compensation specified herein, the 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 schedule or compensation. This written notice shall be given to the District prior to the time that the Contractor performs the work related to any proposed adjustment.

The District may at any time, by written order, make changes to the Scope of Work described in this Contract, and Contractor shall provide such additional work, supplies or materials at the Contractor's fair market prices, less discounts ordinarily allowed to users of such materials or equipment or at regular labor charges less customary discount, or both. 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.

If the District deems it necessary that any work, materials or equipment which are mentioned, specified or indicated, or otherwise provided for in the Contract or in the specifications forming a part of the Contract shall be required to be omitted from, in or about the Work, the Contractor shall be notified, in writing, to omit the performance of such work, and the furnishing of such materials or equipment. A deduction shall be made from the amount to be paid to the Contractor in an amount which the District and Contractor shall determine and mutually agree to be the reasonable value of such work, materials or equipment, and such determination and agreement shall be final and conclusive upon the Contractor.

It is understood, however, that the amount of work, materials, or equipment required by the Contract shall not, in accordance with the above provisions referring to additions and omissions, be increased or diminished so as to substantially alter the general character or extent of the Contract. Any and all pertinent changes shall be expressed in a written supplement to this Contract prior to implementation of such changes.

12. **Unauthorized Work.** No claim for Work furnished or requested for reimbursement by Contractor, not provided for in this Contract, shall be allowed by the District. In the event the District determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the District shall have the right to set off and withhold said amounts from any amount due the Contractor under this Contract for costs that are allowable.
13. **Service Delivery / Deliverables.** Award of this Contract is contingent upon Contractor's ability to timely deliver the Work as outlined in the Scope of Work. In the event of breach of this clause, the District reserves the right to: (a) terminate this Contract without liability by giving an immediate notice and to charge the Contractor with any loss incurred as a result of the Contractor's failure to make the delivery within the time specified; or (b) charge a penalty of *one-tenth percent (0.1%) of the total contract price* for every day of delay or breach of the delivery schedule by the Contractor.

On Time Delivery. Because the District is providing Work which involve the safety and welfare of the general public, delivery time is of the essence. Delivery and installation must be made in accordance with the delivery schedule promised by the Contractor.

Default. In case of default by the Contractor, the District may, by written notice, cancel this Contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the proposal and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

Work Product, Equipment and Materials. All work product, equipment, or materials created or purchased under this Contract belongs to the District and must be delivered to the District at the District's request upon termination of this Contract. Contractor agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to the District all rights and interests Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the material.

14. **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 the Scope of Work 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.

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the work 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.

Any and all rights, title, and interest (*including, without limitation, patent rights, copyright and any other intellectual-property or proprietary right*) to materials prepared under this Contract are hereby assigned to the District. The Contractor agrees to execute any additional documents which may be necessary to evidence such assignment.

The Contractor represents and warrants that all materials prepared under this Contract are original or developed from materials in the public domain (*or both*) and that all materials prepared under and work provided under this Contract do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

15. **Damages.** All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the prosecution of the Work, or the furnishing of the supplies, materials, or equipment; or from any action of the elements prior to the final acceptance of the Work, or of the supplies, materials, or equipment; or from any act or omission not authorized by these specifications on the part of the Contractor or any agent or person employed by it, shall be sustained by the Contractor.
16. **Warranties.** Contractor and subcontractor shall supply standard warranty(ies) on defects in workmanship and material applicable to the Work furnished hereunder. The standard warranties should be no less than the minimum requirements stated in the specifications. All warranties to commence after acceptance of delivery by the District unless otherwise stated. It is understood and agreed that the District does not waive any warranty either expressed or implied or any liability of the manufacturer or Contractor as may be determined by a decision of any court of the State of California or the United States.

It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Contractor agrees to give the District priority. Contractor agrees that if the product or service offered does not comply with the foregoing, the District has the right to cancel the purchase at any time with full refund *within thirty (30) calendar days* after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the District.

Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the work. All Work shall be executed by personnel skilled in performing the Work.



17. **Indemnification.**

- A. Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the District, and its agents, representatives, officers, directors and employees (*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 of the following:

Any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to the work in the performance of this Contract, including but not limited to, work 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; or

Any allegation that materials or work provided by the Contractor infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

- 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. This indemnification shall survive the termination of this Contract.

- 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.

18. **Insurance Requirements.** Contractor must register proof of insurance coverage in the District's online insurance tracking system support@mycoitracking.com. Please reference *Exhibit 2* for specific coverage requirements.

19. **Small/Micro Business Enterprise (SBE/MBE) 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 work sought is reasonable and competitive in the marketplace.
- B. The specific goal for this project is *ten percent (10%)* SBE participation. Evidence of goal attainment can be demonstrated with the submitted offers from certified SBEs, or non-SBEs/DBEs subcontracting a minimum of *ten percent (10%)* of project work to a certified SBE/DBE.
- C. The Contractor must promptly notify the District whenever and prior to terminating, replacing, or reducing scope of a SBE/DBE subcontractor performing work related to this Contract; obtain written authorization from the District's Contracts Compliance Department to terminate, replace, or reduce scope of a SBE/DBE firm, and must make good faith efforts to engage another SBE/DBE subcontractor to perform at least the same amount of work if granted authorization. The contractor may not terminate, replace, or reduce scope of a SBE/DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written authorization from the District.

20. **Specifications.** The specifications associated with this project are intended to generally describe the work. Any additional materials or labor required for the complete project as intended shall be provided by Contractor, whether or not it has been detailed in these documents.

21. **Reporting.** Contractor shall provide routine Project Status Reports to the District's Project Manager (*or designee*), as requested.

22. **Work Support.** Contractor shall provide timely and accurate customer services and support to District staff. Contractor shall respond to requests for customer support within *24 hours*, except for replacing information which is *72 hours* after receipt of the request, unless otherwise deemed urgent, upon which response shall be immediate.

23. **Continuity of Work.** Contractor acknowledges that the timely and complete performance of its obligations pursuant to this Contract is critical to the business and operations of the District. Accordingly, in the event Contractor or its affiliate is unwilling or unable to perform the Services hereunder as contracted, the District shall have the right to engage a third party to perform such duties until such time as Contractor is able to fulfill the duties as contracted.

24. **Continuity of Supply.** Contractor acknowledges that the timely and complete performance of its obligations under this Contract are vital to the business and operations of the District and must be continued without interruption. Accordingly, in the event Contractor or its affiliate is unwilling or unable to supply, upon commercially reasonable terms and timing of orders, the Products as contracted by the District under this Contract, the District shall be granted license rights of Contractor or its Affiliates to the extent necessary to enable the District to directly purchase or engage a third party to purchase and supply products until such time as Contractor is able to fulfill the products requested by the District.

25. **Evaluation of Contractor's Performance.** The District reserves the right to evaluate the Contractor's performance under this Contract, including but not limited to, compliance with all Contract flow down requirements for subcontractors, and to provide feedback and require corrective action,



as appropriate. The Contractor agrees to comply, including attending and participating in periodic Contract review meetings, with any District directed Contract evaluation, project improvement plan, or corrective action for fulfillment of Contract requirements. The Contractor agrees to promptly provide the District with any supporting documentation or evidence it may request, including but not limited to, subcontracts. The failure of the Contractor to provide such documentation or adequately perform under this Contract may result in suspension, termination, debarment, or any other remedy the District deems appropriate.

26. **Inspection and Acceptance or Rejection.** The District reserves the right to conduct inspections and investigations related to the Contractor and the offered work, including but not limited to the firm, personnel, qualifications, and the work offered to make determinations regarding compliance with the proposal response requirements and responsibility of the Contractor. All work subject to review by the District. The District reserves the right to reject any work and terminate the Contract if the Contractor fails to comply with the specifications, terms and conditions, or the seller's express or implied warranties.

If work is rejected as being not compliant with the requirements of this solicitation, the District will inform the Contractor in writing. The District may provide the Contractor with a reasonable opportunity to cure, whenever practicable, as set forth in writing by the District.

27. **Failure to Comply.** If any work performed under the Contract are not in conformity with all Contract requirements, the District may require Contractor to immediately take all necessary steps to ensure that future work performed will conform to the Contract.

If Contractor fails to conform to the requirements of the Contract, the District may terminate the Contract for default.

28. **Workforce.** Contractor shall employ only orderly and competent workers, skilled in the performance of the work, if any, which shall be performed under this Contract. Contractor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on District property, nor may such workers be intoxicated or under the influence of alcohol or drugs on District property.

29. **Types of Work Supervision.** Contractor shall provide onsite supervision and appropriate training to assure competent performance of the Work and Contractor or authorized agent will make sufficient routine inspections to ensure the work is performed as required by this Contract. Contractor's job manager, supervisor and at least *one (1)* employee onsite must be able to read job instructions and signs, as well as write and converse in English with management personnel. It is mandatory that the lead person assigned to any facility be able to speak, read and write in English in order to communicate with the site contact.

30. **Performance Interference.** Contractor shall notify the District's Project Manager immediately of any occurrence and/or condition that interferes with the full performance of the contract and confirm it in writing *within twenty-four (24) hours*.

31. **Safety.** Contractor shall be solely and completely responsible for conditions on the jobsite, including safety of all Contractor personnel and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Contractor shall promptly and fully comply with and carry out safety requirements as prescribed by federal, state, or local laws or regulations and industry standards.

32. **Communication with Contractor's Staff.** In order to ensure efficient communication of operational needs, 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.

33. **Notice of Labor Disputes.** If the Contractor or a subcontractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor or subcontractor shall immediately give notice, including all relevant information, to the District's Project Manager and the District's Contracts Specialist.

The Contractor agrees to insert the substance of this clause, including this paragraph in any subcontract under which a labor dispute may delay the timely performance of this Contract; except that each subcontract should provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor should immediately notify the next higher tier subcontractor or the Contractor, as the case may be, of all relevant information concerning the dispute.

34. **Removal of Contract Personnel.**

A. The Contractor acknowledges that any person assigned to perform 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 acknowledges that the District has the right to require the removal of any Contractor and any subcontractor employee that the District determines, at its sole discretion, to be negatively affecting performance of work under the Contract. Examples of such behavior include, but are not limited to: (1) conduct which poses a threat to the safety of anyone working under the contract and any District employee; (2) conduct which is disruptive to contract performance; (3) careless work; (4) conduct which is not appropriate when working with District employees under this Contract; and (5) conduct in violation of District policy or local, state or federal laws.

C. The District will provide written notice to the Contractor that a person's behavior is unacceptable or unduly impairing contract performance. Upon receipt of written notice from the District, the Contractor agrees 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. The Contractor agrees to find a timely replacement and in no event shall this period exceed *seventy-two (72) hours* from that person being removed.

35. **Non-Solicit.** During the term of this Contract and for a period of *one (1) year* after termination or expiration, Contractor may not directly or indirectly use Confidential Information to solicit the employment of any District employee, independent contractor or consultant or induce any District employee, independent contractor or consultant to terminate or breach an employment, contractual or other relationship. The restrictions of this *Section 35* shall not prohibit Contractor, however, from hiring any such person (a) who approaches Contractor in response to a general solicitation; (b) who contacts such party on her/his own initiative without any direct or indirect solicitation from Contractor; or (c) whose employment with the District has ceased.



36. **Transition/Migration Cooperation.** The Contractor agrees that upon termination of this Contract for any reason, sufficient efforts and cooperation will be provided to ensure an orderly and efficient transition of work to the customer or to a different contractor. The Contractor shall provide full disclosure to the subsequent contractor and to the District on the equipment, software and required processes and procedures to perform the District's Work. The Contractor agrees to transfer licenses or assign agreements for any software or services used to provide the work to the District or to a subsequent contractor. The Contractor agrees to support the transition of code, data, and environments, including virtual server images if any.
37. **Most Favored Customer.** Contractor represents the prices charged the District do not exceed existing prices to other customers for the same or substantially similar items or work for comparable quantities under similar terms and conditions.
38. **Release of Information.** Before releasing any reports, press release, advertising, marketing, promotional materials or information prepared in connection with this Contract, the Contractor shall provide a copy or copies for first review and prior written approval by the District. Contractor shall not use the District's name or logo or any variation thereof for advertising or publicity purposes without specific prior written permission from the District's Designated Representative. A violation of this paragraph shall be considered a material breach of this Contract and the District shall be entitled to pursue any and all legal or equitable remedies, including an injunction, as a result of such breach.
39. **Application of Federal, State and Local Laws and Regulations.** 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. Federal terms and conditions will be incorporated through an exhibit or amendment to the Contract.
40. **Continuing Obligation.** Contractor, and each tier of subcontractors, has a continuing obligation to disclose any suspension or debarment by any government entity. Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.
41. **Eligibility Status.** Contractor, and each tier of subcontractors, shall certify that it is not excluded, disqualified, disbarred, or suspended from contracting with or receiving federal funds or grants from the Federal Government. Contractor, and each tier of subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement and Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24CFR Part 24, and "Non-Procurement Debarment and Suspension" set forth at 2 CFR Part 2424.
42. **State and Federal Funding Requirements.** Contractor, and each tier of subcontractors, shall comply with all applicable requirements of state or federal laws or regulations relating to Contractor's receipt of state or federal funds under this Contract.

If Contractor is a "subrecipient" of federal funds under this Contract, as defined in 2 CFR Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*), Contractor shall comply with all applicable requirements of 2 CFR Part 200, including but not limited to the following:

- Contractor must disclose any potential conflict of interest to the District, as required by 2 CFR §200.112.
- Contractor must disclose any current or prospective legal matter arises that may affect the Federal Government, as required by 2 C.F.R. §§ 180.220 and 1200.220.
- Contractor must safeguard protected personally identifiable information and other sensitive information, as required by 2 CFR §200.303.

Contractor must also include an equivalent provision in its subagreements at every tier, as required by 2 CFR §180.220(b)(c) and 1200.220.

43. **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 subcontractor.
44. **Non-Discrimination Assurance – Title VI of the Civil Rights Act.** The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the Contractor agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of *Title VI of the Civil Rights Act of 1964, as amended*, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The Contractor shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the District deems appropriate, which may include, but is not limited to withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the contractor from future bidding as non-responsible.

During the performance of this Contract, Contractor and its subconsultants and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subconsultants or subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subconsultants shall comply with the provisions of the *Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.)* and the applicable regulations promulgated thereunder (*California Code of Regulations, Title 2, Section 7285 et seq.*). The applicable regulations of the *Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f)*, set forth in *Chapter 5 of Division 4 of Title 2 of the California Code of Regulations*, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Contract.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

45. **Equal Employment Opportunity.** In connection with the performance of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental



disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

46. **Conflict of Interest.** By signing this Contract, Contractor warrants and represents that it presently has no interest, direct or indirect, and agrees that it will not acquire any interest in any manner or degree with the performance of the work called for under this Contract that would present a conflict of interest under *California Government Code §§ 1090 et seq.* or *§§ 87100 et seq.* during the performance of work under this Contract. The Contractor further covenants that in the performance of this Contract, it will not knowingly employ any person having such an interest in the performance of this Contract 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 and/or violation of this provision may be basis for termination of this Contract for default and the collection of any applicable damages.

Depending on the nature of the work performed, a Contractor of the District is subject to the same conflict of interest prohibitions that govern District employees and officials (*Cal. Govt. Code Section 1090 et seq.* and *Cal. Govt. Code Section 87100 et seq.* as well as all applicable federal regulations and laws). During the solicitation process or the term of the Contract, Contractor and its employees may be required to disclose financial interests.

No person previously in the position of director, officer, employee or agent of the District may act as an agent or attorney for, or otherwise represent, the Contractor by making any formal or informal appearance, or any oral or written communication, before the District, or any officer or employee of the District, for a period of twelve (12) months after leaving office or employment with the District if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant or contract.

The Contractor shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Contract and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the District; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other contract.

The Contractor shall not engage the work of any subcontractor or independent contractor on any work related to this Contract if the subcontractor or independent contractor, or any employee of the subcontractor or independent contractor, has an actual or apparent organizational conflict of interest related to work contemplated under this Contract.

If at any time during the term of this Contract, the Contractor becomes aware of an organizational conflict of interest in connection with the work performed hereunder, the Contractor shall immediately provide the District with written notice of the facts and circumstances giving rise to this organizational conflict of interest. The Contractor's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the term of this Contract, the District becomes aware of an organizational conflict of interest in connection with the Contractor's performance of the work hereunder, the District shall similarly notify the Contractor. In the event a conflict is presented, whether disclosed by the Contractor or discovered by the District, the District will consider the conflict presented and any alternatives proposed and meet with the Contractor to determine an appropriate course of action. The District's determination as to the manner in which to address the conflict shall be final.

During the term of this Contract, the Contractor must maintain lists of its employees, and the subcontractors and independent Contractor used and their employees. The Contractor must provide this information to the District upon request. However, submittal of such lists does not relieve the Contractor of its obligation to assure that no organizational conflicts of interest exist. The Contractor shall retain this record for five (5) years after the District makes final payment under this Contract. Such lists may be published as part of future District solicitations.

The Contractor shall maintain written policies prohibiting organizational conflicts of interest and shall ensure that its employees are fully familiar with these policies. The Contractor shall monitor and enforce these policies and shall require any subcontractors and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the Contractor to damages incurred by the District in addressing organizational conflicts that arise out of work performed by the Contractor, or to termination of this Contract for breach.

47. **No Collusion Declaration.** By signing this Contract, Contractor represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that Contractor has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that Contractor has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

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

48. **Statement of Economic Interest.** The District's Conflict of Interest Code designates some Contractors and Consultants as a category of persons who must complete Form 700, Statement of Economic Interest, pursuant to the *Political Reform Act of 1974 (Government Code Section 81000 et seq.)*, at the beginning of the contract period and again at the termination of the Contract. Depending on the nature of the Work performed, selected Contractors may be required to complete the Form 700 before work may begin.

49. **Prohibited Interests.** By signing this Contract, Contractor represents and warrants that neither the General Manager nor any Director, officer, or employee of the District is in any manner interested, directly or indirectly, in the proposal or in the contract which may be awarded under it, or in



any expected profits to arise therefrom (*State of California Government Code section 1090 et Seq.*). No Director, officer, or employee of the District during his/her tenure or for *one (1) year* thereafter, shall have any interest direct or indirect, in this Contract or the proceeds thereof. Contractor covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of the Work called for under this Contract. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by Contractor.

50. **Confidentiality.** In the course of performing Work under this Contract, Contractor may have access to confidential information of the District, which may be exempt from public disclosure by law. Contractor acknowledges such information is secret and confidential and shall not disclose any such confidential information, directly or indirectly, or use it in any way either during the term of this Contract or at any time thereafter, except as required in the course of its performance in accordance with this Contract.

51. **Force Majeure.** Each party shall be excused from performance of any of its obligations under this Contract if such inability was caused by an event beyond that party's reasonable control ("Force Majeure Event"). A Force Majeure Event shall include (i) natural disasters (*e.g., earthquake, hurricanes, floods, fire*); (ii) major upheavals (*e.g., war, riots, act of terrorism, sabotage, embargoes*); (iii) epidemics or pandemics; or (iv) government intervention (*e.g., government orders, court orders, confiscation, condemnation, future laws, government shutdown*).

If a Force Majeure Event occurs, then Contractor shall make all commercially reasonable efforts to deliver work to the District or to provide the District with replacement product or service. In either case, the District shall reimburse Contractor for reasonable costs incurred by Contractor in order to provide the product, replacement product or service. If the Force Majeure Event continues *exceeds thirty (30) calendar days*, the District may pause or terminate the Contract for Convenience in accordance with *Section 52* of this Contract.

52. **Termination.**

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

B. **Termination for Default.** In the event that the Contractor breaches the terms or violates the conditions of the Contract and does not *within ten (10) calendar days after receipt from the District of a notice of default (or, in the case of a default that cannot be remedied within ten (10) calendar days, to commence to cure said default within said ten (10) calendar days and thereafter to diligently pursue said cure until the default is remedied)*, the District may in its discretion terminate the Contract, or such portion thereof, as the District determines to be most directly affected by the default. No new work shall be undertaken by Contractor and no new deliveries will be made after the date of receipt of such termination notice. Contractor shall submit to the District its termination claim setting forth Contractor's actual, direct, and unavoidable costs incurred which cannot be canceled as a result of said termination with such information as may be required by the District to evaluate the claim. The determination of the District on the claim shall be final subject only to an appeal pursuant to the dispute resolution procedures set forth herein.

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

C. **Termination for Force Majeure.** The performance of work under this Contract may be terminated by the District, in its discretion, based upon unforeseen causes beyond the control and without the fault or negligence of the Contractor such as *Force Majeure Events* which render impossible the Contractor's performance under the Contract.

D. **Termination for Non-Appropriation of Funds.** The continuation of this Contract is contingent upon the appropriation of funds by local, state and federal bodies. If local, state or federal contracts, grants, or other authorizations of funding fail to appropriate sufficient funds or if funds are not otherwise made available for continued performance for any fiscal year of this Contract after the first fiscal year, or if such appropriation is reduced by the veto of the Governor, or for any other lawful purpose, and the effect of such reduction is to provide insufficient funds for the continuation of this Contract, the Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the District's or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the District from future performance of the Contract, but not from their rights and obligations existing at the time of termination. Upon termination of this Contract, the District shall pay the Contractor only its allowable costs to the date of termination. Contractor shall be entitled to payment for work performed satisfactorily and reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. 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. The District shall notify the Contractor, in writing, as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

In the event of termination under the above Termination conditions, Contractor will be paid for those work performed or deliveries made pursuant to this Contract to the satisfaction of the District up to the effective date of termination. In no event will the District be liable for costs incurred by Contractor after receipt of notice of termination. 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. Contractor shall have the right to remove any of its equipment *within sixty (60) calendar days* of the termination date.

53. **Suspension of Work.** The District reserves the right to unilaterally suspend, delay, or interrupt all or any part of the Work for such period of time as the Procurement Director or the General Manager may determine to be necessary for the best interest of the District. This suspension will be without compensation to Contractor, other than to pay the Contractor its allowable costs for Work performed satisfactorily to the date of suspension and reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. Upon suspension of Work, the District shall adjust Contract completion and delivery requirements.

54. **Dispute Resolution.** The District and Contractor agree to attempt in good faith to resolve all disputes arising out of or under this Contract or the respective rights and liabilities of the Parties informally. The Parties agree that any dispute arising from this Contract, that is not resolved *within thirty (30) calendar days* by the Parties' representatives responsible for the administration of this Contract will be set forth in writing to the attention of the District's General Manager for resolution. In case any disagreement, difference or controversy still cannot reach mutual agreement thereon, then the Parties agree to use an alternative dispute resolution process such as mediation and/or arbitration to resolve their dispute prior to initiating any formal action in court. Such disagreement, difference, or controversy shall be determined by binding arbitration, according to the rules of the *American Arbitration Association* with said arbitration being held in Oakland, California. 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. Unless otherwise directed by the District, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

In the event any controversy, claim or dispute between the District and the Contractor arising out of or related to this Contract, or the breach hereof, that has not been resolved by informal discussions and negotiations, either party may, by written notice to the other, invoke the formal dispute resolution procedures set forth herein. The written notice invoking these procedures shall set forth in reasonable detail the nature, background and circumstances of the controversy claim or dispute. During the *thirty (30) calendar days* following said written notice, the parties shall meet, confer and negotiate in good faith to resolve the dispute. Either party may, *during said thirty (30) calendar day* period, request the utilization of the work of a professional mediator, and the other party or parties to this dispute shall cooperate with such request and share the reasonable costs of such mediator.

A. In the event any controversy, claim or dispute between the District and the Contractor arising out of or related to this contract, or the breach hereof, cannot be settled or resolved amicably by the parties *during the thirty (30) calendar day* period of good faith negotiations provided for above, the either party or any party hereto may submit said controversy, claim or dispute for binding arbitration before a single neutral arbitrator in accordance with the provisions contained herein and in accordance with the *Commercial Arbitration Rules of the American Arbitration Association ("Rules")*; provided, however, that notwithstanding any provisions of such Rules, the parties to the arbitration shall have the right to take depositions and obtain discovery regarding the subject matter of the arbitration, as provided in *Title III of Part 4 (commencing with Section 1985) of the California Code of Civil Procedure*, as and to the extent that the arbitrator deems fair and reasonable. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator shall determine all questions of fact and law relating to any controversy, claim or dispute hereunder, including but not limited to whether or not any such controversy, claim or dispute is subject to the arbitration provisions contained herein.

B. Any party desiring arbitration shall serve on the other party or parties and the *San Francisco Office of the American Arbitration Association, in accordance with the aforesaid Rules, its Notice of Intent to Arbitrate ("Notice")*. The parties shall select a single, neutral arbitrator who is generally familiar with the factual and legal issues that relate to this Contract and the dispute to be resolved by arbitration. In the event that the parties are unable to agree on a neutral arbitrator, then one shall be selected in accordance with the Rules. The arbitration provided hereunder is hereby declared to be self-executing and it shall not be necessary to petition a court to compel arbitration.

C. The parties to the arbitration shall share equally all costs of the arbitration, including the fee of the neutral arbitrator, and each party shall bear its own costs. The arbitrator shall have the authority, in accordance with the provisions of this Contract, to award to the prevailing party its costs, including its share of the arbitration costs, and reasonable attorneys and expert witness fees and expenses.

D. If a controversy, claim or dispute arises between the parties which is subject to the arbitration provisions hereunder, and there exists or later arises a controversy, claim or dispute between the parties, or either of them, and any third party, which controversy, claim or dispute arises out of or relates to the same transaction or series of transactions, said third party controversy, claim or dispute shall be consolidated with the arbitration proceedings hereunder; provided, however, that any such third party shall be a party to an agreement with either of the parties which provides for the arbitration of disputes thereunder in accordance with rules and procedures substantially the same in all material respects as provided for herein or, if not, shall consent to arbitration as provided for hereunder.

E. All arbitration proceedings shall be held in Oakland, County of Alameda, California.

F. The Notice of the demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

G. Unless otherwise directed by the District, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

55. **Contract Closeout.** At the end of the Contract period, the District shall review the Contract to ensure all required Deliverables have been met. This includes but is not limited to an audit of financial and operational records and an inspection of any District equipment provided to the Contractor for the execution of the Contract. Any outstanding issues shall be resolved *within thirty (30) calendar days* of Contract completion, at which time a *Notice of Contract Closure* shall be sent by the District to finalize the contract closure between both parties. Contractor shall keep all records pertaining to the Contract for a *minimum of five (5) years after the contract completion, expiration or termination*. Upon *twenty-four (24) hours' notice*, Contractor shall make said records available, during normal business hours, to the District or its agents for audit. In the event of litigation or claims, all records will be maintained until the litigation or claim is concluded, or *five (5) years*, whichever last occurs.

56. **Records.** *All Contractor and any subcontractor costs incurred in the performance of this Contract will be subject to audit.* The Contractor shall provide the District with copies of fully executed subcontracts. The Contractor and any subcontractors shall permit the District or its authorized representatives to, *within forty-eight (48) hours of notice*, inspect, examine, make excerpts from, transcribe, and copy the Contractor's books, work,



documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Contract at any reasonable time, and to audit and verify statements, invoices or bills submitted by the Contractor pursuant to this Contract. The Contractor shall also provide such assistance as may be required in the course of such audit. The Contractor shall retain these records and make them available for inspection hereunder for a *period of five (5) years after expiration or termination of the Contract.*

If, as a result of the audit, it is determined by District staff that reimbursement of any costs including profit or fee under this Contract was in excess of that represented and relied upon to establish the contract price or represented as a basis for payment, the Contractor agrees to reimburse the District for those costs *within sixty (60) calendar days of written notification* by the District. The Contractor warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under *California Government Code §§1090 et seq. or §§87100 et seq.* during the performance of work under this Contract. The Contractor further covenants that it will not knowingly employ any person having such an interest in the performance of this Contract. Violation of this provision may result in this Contract being deemed void and unenforceable.

Record Retention. Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for *five (5) years after final payment or as prescribed in 45 CFR 74:53 (b), whichever is longer.* Contractor shall make available to the District such records *within thirty (30) calendar days* of the District's written request and shall deliver such records to the District's general office in Oakland, California, all without expense to the District. In the event of litigation or claims, all records will be maintained until the litigation or claim is concluded, or *five (5) years, whichever last occurs.*

Record Ownership. All records, reports, documents and other material delivered or transmitted to Contractor by the District shall remain the property of the District, and shall be returned by Contractor to the District, at Contractor's expense, at termination or expiration of this Contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the Work contracted for herein shall become the property of the District, and shall, upon request, be returned by Contractor to the District, at Contractor's expense, at termination or expiration of this Contract.

- 57. **No Assignment.** This Contract is personal to each of the parties hereto. The Contractor shall not assign any of its rights nor transfer, convey, sublet or otherwise dispose of any of its obligations under this Contract without the prior written consent of the District. The written consent must appear on the contract or be attached to it.
- 58. **Third-Party Beneficiaries.** This Contract is not for the benefit of any person or entity other than the parties.
- 59. **Waiver.** Failure of any party to exercise any right or option arising out of a breach of this Contract 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.
- 60. **Binding on Successors.** All of the terms, provisions and conditions of this Contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.
- 61. **Severability.** If any provision of this Contract shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Contract, and in any event, the remaining provisions of this Contract shall remain in full force and effect.
- 62. **Attorney's Fees.** In the event that it becomes necessary for either party to bring a lawsuit to enforce any of the provisions of the Contract, the parties agree that the court having jurisdiction over such dispute shall have the authority to determine and fix reasonable attorney's fees to be paid to the prevailing party.
- 63. **Governing Law and Venue.** This Contract, its interpretation and all work performed under it shall be governed by the laws of the State of California. In the event of a dispute or breach of contract, venue shall be in Alameda County, California.
- 64. **Compliance with Laws.** Contractor shall comply with all applicable federal, state, local, and State of California laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, and building code requirements. For the entire duration of this Contract, Contractor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. Contractor must pay all fees and charges for connections to outside services and for use of property outside the project site.
- 65. **Entire Contract; Modification.** This Contract, including any attachments, the solicitation and addenda, constitutes the entire agreement between 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 authorized representatives of all parties hereto, and any attempt at oral modification of this Contract shall be void and of no effect. In the event of a conflict between the terms and conditions of this Contract and the attachments, the terms of this Contract will prevail.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth below.

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT

CONTRACTOR

Michael A. Hursh
General Manager

Signature

Printed Name

Approved as to Form and Content:

Title



Jill A. Sprague
General Counsel

**If the Contractor is a corporation, this Contract must be executed by two (2) corporate officers, consisting of: (a) the president, vice president or chair of the board; and (b) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Contract may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws)*



EXHIBIT 1-A

SCOPE OF WORK

Background

The Alameda-Contra Costa Transit District (District) is the third largest public bus system in California, covering a 364-square mile service area. The District operates 156 bus lines with an average ridership of 51,760,000 million trips covering over 5,400 bus stops. The District has 276 Bus Stop passenger amenities in its area: 265 transit shelters, 5 kiosks, and 6 transit shelters at the Thomas L. Berkeley Way/20th Street Transit Center. The Contractor will provide maintenance services for the transit shelters, kiosks, and the transit center ("Bus Stop Shelter" and its related furniture (i.e. benches, trash cans, map casings, real-time displays, kiosks etc.). The District reserves the right to add or delete Bus Stop Shelter' locations as needed during the term of the contract. There may be additional opportunities for maintenance at the District's Tempo Bus Rapid Transit (BRT) stations as well. The BRT service has *thirty-nine (39)* stations in Oakland and *seven (7)* additional stations in San Leandro.

Contract Term

The contract will be for a term of two (2) years, commencing on *01 April 2023*, and ending on *31 March 2025*. There will be *three (3)*, *one (1)*-year options to extend.

Management

The Contractor shall provide a point of contact for all requests made in this contract.

Staffing and Point of Contact: Contractor shall provide, throughout the term of the Contract, a qualified and experienced staff who have received training and are knowledgeable about cleaning, pressure washing, and other maintenance best practices as it relates to the items outlined in this Contract. Contractor shall provide a project manager, with at least five years' experience who will be the point of contact with the District staff. District staff will also provide a point of contact for the Contractor.

Local Presence: Contractor shall have a fully staffed local office and/or yard presence within the District's operating area. The Contractor is responsible for storing all equipment in its own yard(s).

Cleaning

At each bus stop shelter (transit shelter, kiosk, or transit center) the Contractor must perform the following, at each visit:

- Clean the Bus Stop Shelter using nonabrasive materials and methods;
- Clean bench, seat, and back area with an environmentally friendly disinfectant;
- Clean/wipe down advertising, map cases, and real-time displays.
- Remove graffiti, stickers, and non-transit related postings from all bus stop furniture.
- Pick up and dispose of trash, including broken glass, litter, weeds, and biological waste within a ten-foot (10') radius outside of the Bus Stop Shelter.
- If there are trash containers, the Contractor must empty trash containers and furnish the trash containers with trash bags, ensure that liners and cans are able to hold a bag in place. The Contractor is responsible for waste disposal and associated fees for transit shelter trash cans. The Contractor is not responsible for waste disposal of local jurisdiction trash cans near transit shelters. The Contractor shall dispose of all waste and any other matter removed legally and in compliance with federal, state, county, and city requirements.

The Contractor must leave the Bus Stop Shelter in a clean and usable condition. Contractor shall report all damaged transit shelters, transit furniture and hazardous conditions to the District immediately. For an inventory of locations see Exhibit A.

Pressure Washing

The Contractor shall pressure wash the area under the Bus Stop Shelter. Pressure washing shall remove foreign substances (*i.e., gum, graffiti, food, bodily fluids, etc.*) from the concrete pad, brick, and/or sidewalk without damaging surfaces. The Contractor shall use environmentally friendly cleaning materials.

The Contractor shall pressure wash the Bus Stop Shelter, except for real-time displays. The Contractor shall pressure wash the Bus Stop Shelter, including the roof and any solar panels once a month or as requested by the District.

Pressure washing best practices should comply with local, county, and state regulations. The Contractor must not pressure wash real-time displays. The Contractor is responsible for all costs for any damage to Bus Stop Shelter and its related furniture (benches, trash cans, map cases, kiosks, real-time displays, advertising panels etc.) due to pressure washing.

Best Management Practices

- Prior to any washing, block all storm drains with an impervious barrier such as sandbags or berms, or seal the storm drain with plugs or other appropriate materials (and clean accumulated debris and remove blocking materials when finished).
- Create a containment area with berms and traps or take advantage of a low spot to keep wash water contained.
- Use vacuums or other machines to remove and collect loose debris or litter before applying water.
Utilize a pump or vacuum to remove all wash water and recycle such water for reuse and dispose of remainder amount of water as "waste-water" with a permit in a sanitary sewer (or other manner acceptable to the District proposed by contractor). All excess water as a result of pressure washing shall be removed from all pedestrian areas.
- The Contractor shall perform all work to minimize the disruptions to traffic, the adjacent property, and business owners.

Other Maintenance

Minor Maintenance: Minor maintenance shall include, but is not limited to, replacing and reattaching missing bolts or chains, replacing and installing damaged transit shelter panels, and refastening the Bus Stop Shelter to the ground. The Contractor must leave the Bus Stop Shelter in a clean and usable condition. Contractor shall report all damaged Bus Stop Shelter and hazardous conditions to the District immediately. The Contractor must remove any hazards (i.e. trip hazards) associated with the Bus Stop Shelter that may lead to liability for the District.



Paint: Contractor shall paint Bus Stop Shelter to match the existing color as needed. Painting needs may include scratches, graffiti, peeling, etches, or rust, etc. Contractor shall prepare the surface according to manufacturer's specifications. The paint used shall be approved by the District. Applied paint shall have a uniform appearance.

Lighting and Real-Time Displays: Contractor shall inspect all lighting and real-time displays at least once a month to ensure that lights are properly functioning and not damaged. Contractor shall provide replacement bulbs for broken lights that are like-for-like at that shelter. The contractor should identify if a shelter is powered by a utility meter or connected to the local jurisdiction grid. In addition, the Contractor should distinguish between broken lighting in a shelter, in an advertising panel, or in the real-time display.

Public Information: The Contractor must replace public information in the map cases and smaller information cases *within ten (10) calendar days* of being notified of the availability of these materials for the District's service change process. Public information includes maps, schedules, holiday information, fare information, and other information for riders. The District will provide the printed public information to the Contractor, who must pick it up from the District's Central Maintenance Facility (10626 International Blvd, Oakland CA 94603). The District will also provide locations where public information will be installed via an excel file which will be uploaded through the Contractor's work log system or sent to the Contractor's main point of contact. The Contractor shall coordinate with the District to ensure that the appropriate transit information is in the right transit shelters.

Unhoused Trash Cleanup: In some cases, the Contractor may need to clean out trash from unhoused people seeking shelter. The Contractor is not required to interact with unhoused people(s) and should notify the District of any unhoused people(s) in a Bus Stop Shelter. The Contractor should only clean trash from a Bus Stop Shelter once the unhoused person(s) has left.

Maintenance of Transit Center(s)

In addition to transit shelters and kiosks, the Contractor is required to perform all maintenance duties, including cleaning, pressure washing, and other maintenance duties, for the transit center located on Thomas L. Berkeley Way/20th Street between Telegraph Avenue and Broadway Ave. The transit center has five transit shelters. For a transit center inventory of locations see Exhibit B.

Maintenance Frequencies

Maintenance frequencies vary by bus stop location and depend heavily on passenger use. Below is the summary of maintenance frequencies for Bus Stop Shelters. The District may adjust the cleaning frequencies based on needs for additional compensation to the Contractor:

- Cleaning:
 - Regular Cleaning: Minimum once a week
 - High Frequency Cleanings: twice a week
- Pressure Washing: once a month (*including Transit Center*)
- Miscellaneous:
 - Report deficiencies related to lighting and Real-Time displays to the District within twenty four (24) hours of discovery
 - Replace public Information: *within ten (10) calendar days* of being notified by the District

Schedule

The Contractor must prepare a schedule for Cleaning, Pressure Washing, and Maintenance services, which must be approved by the District.

Call Out Maintenance Requests

The Contractor shall report all damaged Bus Stop Shelters and hazardous conditions to the District immediately. The Contractor is also required to respond to call out requests to clean Bus Stop Shelter or replace public information in order to keep shelters safe, informative, and clean.

The Contractor and the District shall observe the following protocols for communicating call out maintenance requests:

- A representative(s) from the District will submit a call out work order on the Contractor's electronic work order system. To clearly communicate the request, the District will reference the five-digit 511 stop identifier found on bus stop pole signage at each bus stop and/or will reference nearby cross streets.
- The Contractor will respond to the call out work order on the Contractor's electronic work order system with corrective actions, including before and after photos, for the maintenance request within twenty-four (24) hours of email receipt and for replacing public information within seventy-two (72) hours.

If the Contractor fails to respond to the call out cleaning request within twenty-four (24) hours, the District will deduct the cost of a cleaning per occurrence from the monthly billing.

Reporting

The Contractor shall provide the District twenty-four (24) hour access to an electronic work order system. The work order system must be online, or through another District approved method. The work order system should enable the Contractor to update changes in the field in real time. The work order system should be accessible to District staff to generate reports for District use, and submit work order requests.

The tracking system would allow information to be visualized in a map and/or provide analytics that identify high maintenance locations, where maintenance is needed more than the minimum. The work order system must be approved by the District before utilization.

The work order system must include the following information:

- When:
 - Date and time of the visit
 - Before and after photos. Blurry photos will not be accepted for the payments.
- Where:
 - Location of Bus Stop Shelter (reference 511 stop ID identifier number and nearest cross streets)
 - Latitude/Longitude



- Local Jurisdiction (City/County)
- What:
 - Report system should be capable of allowing filtering by date, location and activity type:
 - Cleaning
 - Graffiti abatement
 - Pressure Washing
 - Call out Maintenance Requests
 - Other Maintenance:
 - Minor Maintenance: by type of minor maintenance.
 - Paint
 - Bus Stop Lighting Inspection Report: specify if the lighting is broken in the shelter Bus Stop Furniture, in the real-time signage, or both.
 - Public Information installations and removal: The District will also provide locations where public information will be installed via an excel file to the Contractor. This should be uploaded through the Contractor's work order system.
 - Unhoused Trash Cleanup

Bus Rapid Transit Option - Maintenance of Bus Rapid Transit Stations

Bus rapid transit (BRT) is a new and innovative service that is a sub brand of AC Transit. This type of service is often called “light rail on wheels” because it brings the frequency and reliability of light rail to the bus rider without having to lay down the infrastructure required for rail transit. The District’s BRT service runs the 9.5-mile corridor from downtown Oakland to San Leandro BART, connecting people and places more efficiently. BRT has thirty-nine (39) stations in Oakland and seven (7) additional stations in San Leandro. The stations are located in a highly visible and traveled area that requires frequent maintenance and cleaning. Some of the stations are located in the median of the road and some on the curbside (details on Exhibit C).

The District may exercise an option to expand the contract to include Tempo Bus Rapid Transit Platforms that may need maintenance after expiration of its current maintenance contract in August 2023. At a minimum, the Contractor would be required to perform graffiti abatement and pressure washing maintenance. The District will work with the Contractor to determine the final scope of work for BRT platforms.

Detailed Statement of Work. The work shall consist of providing scheduled power washing and on-call graffiti abatement services to the BRT corridor. For each graffiti removal service call, the Contractor(s) shall complete the requested graffiti abatement services within forty-eight (48) hours, Monday-Friday. Any vulgar graffiti (*e.g. profane, obscene, or racist*) shall be removed within twenty-four (24) hours, seven days per week.

A. Specific Requirements. *The selected Contractor shall power wash:*

Comprehensive Pressure Wash:

1. Station canopies;
2. Concrete structures (*i.e.* platform curbs, walkway and waiting area surfaces etc.);
3. Windscreens;
4. Benches and bicycle racks;
5. Trash cans; and
6. Guardrails.

Platform Only Pressure Wash:

1. Concrete structures (*i.e.* platform curbs, walkway and waiting area surfaces etc.);

B. Best Management Practices for BRT Stations. In accordance with best management practices, the Contractor shall:

1. Prior to any washing, block all storm drains with an impervious barrier such as sandbags or berms, or seal the storm drain with plugs or other appropriate materials (and clean accumulated debris and remove blocking materials when finished).
2. Create a containment area with berms and traps or take advantage of a low spot to keep wash water contained.
3. Use vacuums or other machines to remove and collect loose debris or litter before applying water.
4. Pump up or vacuum up to remove all wash water and recycle such water for reuse and dispose of remainder amount of water as “waste-water” with a permit in a sanitary sewer (or other manner acceptable to the District proposed by contractor). All excess water as a result of pressure washing shall be removed from all pedestrian areas.
5. Use detergent approved by the District (Sodium Bicarbonate or Calcium Hypochlorite on painted or masonry surfaces).
6. Ensure that the minimum distance from the pressure washer nozzle to the surface area to be cleaned must be one foot, unless the contractor is required to remove a foreign object such as gum, etc. off of the surface area to be cleaned.
7. Perform work activities at times that shall maximize safety and minimize disruption to the community, transit passengers and transit operators. For example, whenever possible, avoid morning rush hour, evening rush hour and excessive noise, etc. Whenever necessary, work shall be performed during early mornings or late evenings.
8. Submit a schedule for power washing. The schedule must be approved by the Facilities Manager. All changes in scheduling must be approved by the District before they occur. The Contractor shall make every effort to stay on schedule each day and shall complete all work as scheduled, unless unforeseen circumstances out of the control of the Contractor cause delays. All scheduled items not completed during the week must be reported to the Facilities Manager on Monday of the following week with an explanation of why the work was not completed and when this work will be completed. This report shall be in written form.
9. Make every attempt not to impede busway flow.
10. Immediately contact the Facilities Manager of all incidents that may result in a citizen complaint.
11. Assign top priority to call backs. Required response time shall be no greater than four (4) hours after the District has contacted the Contractor unless the Facilities Manager has agreed to other terms. The Contractor must give an estimated time of arrival (ETA) at the time the District contacts the Contractor.
12. All hazards must be eliminated from the site in order to protect the public from hazardous/dangerous conditions.



13. Be responsible for the maintenance and repair of all equipment used in the performance of this contract.
14. Be responsible for ensuring that the disposal of all wastewater and debris is conducted in accordance with all existing Regional Water Quality Board regulations and the Clean Water Act. Wastewater must not contaminate any potable water sites and must use drains that do not empty directly into any outlet leading directly to any river, stream or the ocean.
15. Confirm that the pressure washing conforms to all applicable governing laws and regulations, including local, City, County, State and Federal laws governing storm water disposal.
16. Adequately protect all electrical equipment from damage by securely covering/water proofing during power washing activities.

C. Graffiti Abatement. *Contractor shall:*

1. Remove or paint over all types of graffiti in compliance with all Federal, State, and local laws at locations in Alameda County. Contractor(s) shall provide all labor, materials, and equipment necessary to perform graffiti abatement services according to accepted industry standards.
2. Contractor must exercise care to avoid damages to existing improvements. Existing improvements damaged by the Contractor shall be repaired at the Contractor's sole expense and to the satisfaction of the District.
3. The following equipment and methods are approved for use:
 - a. **Chemical Cleaning:**
 - Environmentally safe chemicals, solvents, and materials will be used to remove graffiti. A copy of Safety Data Sheets ("SDS") and sample labels shall be submitted for approval to the District for all products and chemicals prior to use.
 - Chemical cleaning shall only be used when other methods of removal are not effective and/or recommended. The Contractor will be responsible for any damages that result from improper chemical use or negligence when using chemical removal methods.
 - b. **Power Washing:**
 - Power washing will be used to remove graffiti and hard-to clean substances from sidewalks and/or block walls or as determined by the District.
 - Power washing will only be used at times of low pedestrian volumes unless otherwise approved.
 - Warning signs and protective barriers will be used to warn/shield pedestrians, vehicles, ornamental street furniture, windows, and any other sensitive surfaces from potential overspray. The protective barrier may consist of plastic sheeting and/or painter's cloth.
 - A water reclamation unit and Best Management Practices shall be used during pressure washing activities.
 - The Contractor will be responsible for any damages that result from improper or negligent power washing methods.
 - c. **Sand Blasting:**
 - Sand Blasting shall only be used when power washing is not sufficient in removing graffiti.
 - The Contractor will be responsible for any damages that result from improper or negligent sand blasting methods.
 - Wastewater and debris from sand blasting shall not enter the storm drain system and is to be collected, removed from the work site, and legally disposed.
 - d. **Soda Blasting:**
 - Soda Blasting shall only be used when power washing is not sufficient in removing graffiti.
 - The Contractor will be responsible for any damages that result from improper or negligent soda blasting methods.
 - Wastewater and debris from soda blasting shall not enter the storm drain system and is to be collected, removed from the work site, and legally disposed of.
 - e. **Painting:**
 - Contractor will carry paint, tools and materials necessary to prepare surfaces in a manner that will result in an acceptable bonding of any applied paint to and paint over graffiti at sites where it cannot be removed by other means.
 - Contractor will apply paint that reasonably matches and is compatible with the existing base surface color and in a manner that completely eradicates the graffiti. Painting will not follow the graffiti and no patterns such as that of the letters or shapes will remain upon completion. If the graffiti is on a wall, the contractor shall paint from the top to the bottom of the wall and square off both sides, so they are perpendicular to the top and bottom of the wall.
 - Unused, remaining paint and materials shall not be stored on District property.
 - f. **Anti-Graffiti Coating**
 - Graffiti removed on surfaces with previously applied sacrificial anti-graffiti coating shall be recoated per each applicable incident as part of the graffiti removal incident cost.
 - g. **Stationary Equipment**

Abate graffiti from BRT stationary equipment including, but not limited to:

 - Station canopies;
 - Concrete structures (i.e. platform curbs, walkway and waiting area surfaces etc.);
 - Windscreens;
 - Benches and bicycle racks;



- Trash cans;
 - Guardrails;
 - Traffic and informational signs within 50 feet of the canopy;
 - Ticket Vending Machines (TVM) and Clipper card validators;
 - Transit Informational Displays (TID);
 - Variable Message Signs (VMS) and pushbuttons;
 - CCTV cameras;
 - Power and communication cabinets;
 - Traffic signal poles, pedestrian pushbuttons or controller boxes within 50 feet of the canopy;
 - Platform light poles;
 - Utility boxes and covers;
 - Signs;
 - Operator restroom at San Pablo Avenue and Castro Street, and Oakland restroom at the San Leandro BART station.
- h. Abatement Coverage**
- Unless notified otherwise by AC Transit's Facilities Manager, graffiti shall be removed so no trace of the pre-existing graffiti remains.
- i. Over Spray**
- Protect the surfaces adjacent to the area to be abated.
- j. Large Graffiti Area**

Abate the entire surface in the event that the graffiti covers a significant area of the surface. AC Transit's Facilities Manager shall determine whether or not an entire surface will be abated on a case by case basis.



EXHIBIT 2 INSURANCE REQUIREMENTS

Contractor must register proof of insurance coverage in the District's online insurance tracking system *myCOIonline.com* by emailing support@mycoitracking.com.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
Sexual Abuse or Molestation (SAM) Liability: If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$2,000,000.00 per occurrence or claim.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, *Code 1* (any auto), or if Contractor has no owned autos, *Code 8* (hired) and *Code 9* (non-owned), with limit no less than \$2,000,000.00 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease. (*Not required if Contractor provides written verification it has no employees*)
4. **Professional Liability Errors and Omissions Insurance** if appropriate to Contractor's profession and work hereunder, with limits not less than \$2,000,000.00 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, the release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the District in the care, custody, or control of Contractor. If not covered under Contractor's liability policy, such "property" coverage of the District may be endorsed onto Contractor's Cyber Liability Policy as covered property as follows:

- i. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the District that will be in the care, custody, or control of Contractor.
- ii. The insurance obligations under this contract shall be the greater of (1) all the Insurance coverage and limits carried by or available to Contractor; or (2) the minimum insurance requirements shown in this Contract. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to District. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the indemnity or other obligations of Contractor under this Contract.

If 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 the 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.

5. **Other Insurance Provisions:** The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - a. **Additional Insured Status:** The District, its members of the Board of Directors, officers, officials, employees, & volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; & CG 20 37 forms if later revisions used).
 - b. **Primary Coverage:** For any claims related to this contract, Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its members of the Board of Directors, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its members of the Board of Directors, officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 - c. **Notice of Cancellation:** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the District.
 - d. **Waiver of Subrogation:** Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.
 - e. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the District. The District may require Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District.
 - f. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.
 - g. **Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, & not replaced with another claims-made policy form with a Retroactive Date prior to the Contract Effective Date, Contractor must purchase "extended reporting" coverage for at least five (5) years after completion of contract work.
 - h. **Verification of Coverage:** Contractor shall furnish the District with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
 - i. **Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that District is an additional insured on insurance required from subcontractors.
 - j. **Special Risks or Circumstances:** The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT 3



PREVAILING WAGES

This Contract will be subject to California's *Prevailing Wage Laws*, as set forth below:

1. **LABOR AND MATERIALS.** Labor Code Requirements. At its own cost and expense, Contractor shall comply with all laws, rules and regulations that pertain to Contractor's work force. Attention is directed to the following requirements of the California Labor Code:
 - A. Hours of Labor. *Eight (8) hours* labor constitutes a legal day's work. The Contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the Contract is made or awarded, forfeit *twenty-five dollars (\$25.00)* for each worker employed in the performance of the Contract by the Contractor or any subcontractor under it for each calendar day during which the worker is required or permitted to work more than *eight (8) hours* in any one calendar day and *forty (40) hours* in any *one (1) calendar week* in violation of the provisions of the *Labor Code Section 1813*.
 - B. Notwithstanding the provisions of *Sections 1810 to 1814, inclusive, of the Labor Code* and notwithstanding any stipulation inserted in any contract pursuant to the requirements of these sections, work performed by employees of the Contractor or subcontractor in excess of *eight (8) hours per day* and *forty (40) hours during any one (1) week* shall be permitted upon compensation for all hours worked in excess of 8 hours per day and in excess of *forty (40) hours* during any one week at not less than *one and one-half (1½) times* the basic rate of pay, as provided for in *Section 1815*. In addition, contractor/subcontractor may be required to pay double the basic rate of pay for all hours worked in excess of *twelve (12) hours in any workday* and under other circumstances. (*See California Code of Regulations sections 16100(c)(6), 16200(a)(3)(F) and applicable prevailing wage determinations.*)
 - C. Labor Non-Discrimination. *Section 1735 of the Labor Code* states that the Contractor shall not discriminate in the employment of persons upon public works on any basis listed in *subdivision (a) of Section 12940 of the Government Code*, as those bases are defined in *Sections 12926 and 12926.1 of the Government Code*, except as otherwise provided in *Section 12940 of the Government Code*. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.
 - D. Payroll Records. The Contractor's attention is directed to the following provisions of *Labor Code Section 1776*. The Contractor shall be responsible for compliance with these provisions by its subcontractors.
 1. The Contractor and each subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
 2. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - b) A certified copy of a contractor's payroll record shall be sent electronically to the District's Contract Compliance Officer on a weekly basis over the course of the entire project, from the commencement of work through project completion. If needed, contractors shall be afforded the requisite training by the District on how to submit said records.
 - c) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the District, the *Division of Labor Standards Enforcement* and the *Division of Apprenticeship Standards of the Department of Industrial Relations*.
 - d) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the *Division of Apprenticeship Standards* or the *Division of Labor Standards Enforcement*. If the requested payroll records have not been provided pursuant to paragraph (b), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractor and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.
 - e) The certified payroll records shall be on forms provided by the *Division of Labor Standards Enforcement* or shall contain the same information as the forms provided by the Division.
 - f) Contractor and each subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requests such records within *ten (10) days* after receipt of a written request.
 - g) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District or the *Division of Apprenticeship Standards* or the *Division of Labor Standards Enforcement* shall be redacted in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor shall not be redacted.
 - h) The Contractor shall inform the District of the location of records enumerated under subdivision (a), including the street address, city and county, and shall, within *five (5) working days*, provide a notice of a change of location and address.
 - i) The Contractor shall have *fifteen (15) days* in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). Failure to comply after such *fifteen (15) day* period will subject Contractor to a penalty to the state or the political subdivision on whose behalf the contract is made or awarded, in the amount of *one hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker*, until strict compliance is effectuated. Upon the request of the *Division of Apprenticeship Standards* or the *Division of Labor Standards Enforcement*, such penalties shall be withheld from progress payments then due.
 - j) Upon the request of the *Division of Apprenticeship Standards* or the *Division of Labor Standards Enforcement*, the penalties specified in *subdivision (9)* above for noncompliance with the provisions of said *Section 1776* may be withheld from any monies due or which may become due to the Contractor.
 - k) The Contractor and each subcontractor shall preserve their payroll records for a *period of five (5) years from the date of completion of the Contract*.

2. **APPRENTICES.** The Contractor shall fully comply with the requirements of *Sections 1777.5 and 1777.6 of the California Labor Code* and the regulations



of the *California Apprenticeship Council*. In accordance with *Section 1777.5*, the Contractor shall secure the necessary certificates and shall contribute to the apprenticeship fund or funds, as provided for therein. The Contractor shall require each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work to comply fully with *Sections 1777.5 and 1777.6 of the Labor Code*. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the *State Division of Apprenticeship Standards* and its branch offices.

3. **PAYMENT OF PREVAILING WAGES.** This contract will be subject to California prevailing wage laws. The state requirements are set forth below in *Section 1.02*.

1.02 California Prevailing Wage Requirements.

A. General

1. The Contractor and any subcontractor shall comply with *Labor Code Sections 1774 and 1775*. Pursuant to *Section 1775*, the Contractor and any subcontractor shall, as a penalty, forfeit to the state or political subdivision not more than *two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate* as determined by the *Director of Industrial Relations* for the work or craft in which the worker is employed under the contract. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of whether the failure to pay the correct rate of per diem wages was due to the Contractor's good-faith mistake, and on the previous record of the Contractor or subcontractor in meeting their respective prevailing wage obligations. In addition to said penalty, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor.
2. If a worker employed by a subcontractor on a public works project is not paid at least the general prevailing per diem wages by the subcontractor, the Contractor shall not be liable for the penalties described above unless the Contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the Contractor fails to comply with all of the following requirements:
 - a. The contract executed between the Contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of *Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code*.
 - b. The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
3. Upon becoming aware of the subcontractor's failure to pay at least the specified prevailing rate of wages to the subcontractor's workers, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public work project.
4. Prior to making final payment to the subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid at least the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works project and any amount due pursuant to *1813 of the Labor Code*.
 - a. Pursuant to *Section 1775 of the Labor Code*, the *Division of Labor Standards Enforcement* shall notify the Contractor on a public works project within *fifteen (15) days* of the receipt by the *Division of Labor Standards Enforcement* of a complaint of the failure of a subcontractor on that public works project to pay workers at least the general prevailing rate per diem wages.
 - b. Pursuant to the provisions of *Section 1773 of the Labor Code*, the District has obtained the general prevailing rate of wages applicable to categories of workers the District anticipates will be utilized for this project for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workers concerned, or if no collective bargaining applies, those holidays identified in *Government Code Section 6700*. Prevailing wage rates for this project are available at the District Office of Contract Compliance at 1600 Franklin Street, Oakland, CA 94612 (*telephone number: (510) 891-5443*). In the event that the Contractor intends to utilize categories of workers different from, or in addition to, those anticipated by the District, it shall be Contractor's responsibility to bring such categories of workers to the District' attention immediately, and to obtain the appropriate wage rate from the *Department of Industrial Relations (with the District's assistance if necessary)*. (*See Title 8 California Code of Regulations Section 16202.*)
 - c. The Contractor shall post general prevailing wage rates at a prominent place at the site of the work.
 - d. Pursuant to *Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204*, changes in general prevailing wage determinations shall apply to the project only if issued by the *Director of Industrial Relations* prior to the District's bid issuance date.

1.03 Future Wage Increase(s). The District will not recognize any claim for additional compensation based on the payment by the Contractor of any increased wage rate required during the term of the Contract to the state or federal prevailing wage rate. The possibility of wage increases during the course of the Contract is one of the elements to be considered by the Contractor in determining the bid, and such wage increases will not, under any circumstances, be considered as the basis of a claim against the awarding body with regard to the Contract.

1.05 General Wage Determinations. The current California Prevailing Wage rates are available at <http://www.dir.ca.gov/OPRL/PWD/index.htm>



EXHIBIT 4
FEDERAL TERMS

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS. The provisions of this Contract include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the solicitation. All contractual provisions required by DOT, as set forth in *FTA Circular 4220.1F, revised 2012 and any future revisions*, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any District requests which would cause the District to be in violation of the FTA terms and conditions.

- 1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES.** The District and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying resulting contract, absent the express written consent by the Federal Government, the Federal Government is not a party to any contract and shall not be subject to any obligations or liabilities to the District, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

- 2. FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD.** The Contractor acknowledges that the provisions of the *Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq.* and *U.S. DOT Regulations "Program Fraud Civil Remedies", 49 C.F.R. Part 31*, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes or it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the *Program Fraud Civil Remedies Act of 1986* on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FTA under the authority of *49 U.S.C. § 5307*, the Government reserves the right to impose the penalties of *18 U.S.C. § 1001* and *49 U.S.C. § 5323(j)* on the Contractor, to the extent the Federal Government deems appropriate.

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

- 3. ACCESS TO THIRD-PARTY CONTRACT RECORDS.** Contractor shall provide all authorized representatives of the District, the FTA Administrator, the State Auditor and the Comptroller General of the United States access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, copies, examinations, excerpts and transcriptions. Contractor also agrees to maintain, and require its subcontractors of all tiers, to maintain, all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain the same until the District, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. The Contractor agrees to permit the FTA and its Contractors to access the sites of performance under this contract as reasonably may be required.
- 4. CHANGES TO FEDERAL REQUIREMENTS.** Contractor shall, at all times, comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (*Form FTA MA (24) dated October 1, 2017*) between the District and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.
- 5. STATE AND FEDERAL FUNDING REQUIREMENTS.** Contractor, and each tier of subcontractors, shall comply with all applicable requirements of state or federal laws or regulations relating to Contractor's receipt of state or federal funds under this Contract.

If Contractor is a "subrecipient" of federal funds under this Contract, as defined in *2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)*, Contractor shall comply with all applicable requirements of *2 CFR Part 200*, including but not limited to the following:

- Contractor must disclose any potential conflict of interest to the District, as required by *2 CFR §200.112*.
- Contractor must disclose any current or prospective legal matter arises that may affect the Federal Government, as required by *2 C.F.R. §§ 180.220 and 1200.220*.
- Contractor must safeguard protected personally identifiable information and other sensitive information, as required by *2 CFR §200.303*.
- Contractor must also include an equivalent provision in its sub agreements at every tier, as required by *2 CFR §180.220(b)(c) and 1200.220*.

- 6. CIVIL RIGHTS REQUIREMENTS.** Nondiscrimination - In accordance with *Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332*, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

- a. Race, Color, Creed, National Origin, Sex** - In accordance with *Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e*, and *Federal transit laws at 49 U.S.C. § 5332*, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "*Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 C.F.R. Parts 60 et seq.*", (which implement *Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No.*



11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- b. *Age* - In accordance with *Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332*, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with *Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112*, the Contractor agrees that it will comply with the requirements of *U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630*, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

7. **TERMINATION/RESOLUTION OF DISPUTES.** *Intentionally Deleted. Please reference Contract ¶52.*

- 8. **DISADVANTAGED BUSINESS ENTERPRISE (DBE).** The contract is subject to the requirements of *Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. There is no DBE goal for this contract opportunity.

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of *49 CFR Part 26* in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the District deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see *49 CFR 26.13(b)*).

Contractors are required to document sufficient DBE participation to meet this goal or, alternatively, document adequate good faith efforts to do so, as provided for in *49 CFR 26.53*. Award of this contract is conditioned on submission of the following [concurrent with and accompanying an initial Proposal, and prior to award]:

- a) The names and addresses of DBE firms that will participate in this contract;
- b) A description of the work each DBE will perform;
- c) The dollar amount of the participation of each DBE firm participating;
- d) Written documentation of the Contractor's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
- e) Written confirmation from the DBE that it is participating in the contract as provided in the prime Contractor's commitment; and
- f) If the contract goal is not met, evidence of good faith efforts to do so.

Contractors must present the information required above as a matter of responsiveness [*with initial Proposals, prior to contract award*] (see *49 CFR 26.53(3)*).

The Contractor is required to pay its subcontractors performing work related to the contract for satisfactory performance of that work *no later than thirty (30) calendar days after the Contractor's receipt of payment* for that work from the District. In addition, the Contractor may not hold retainage from its subcontractors.

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

Pursuant to *49 CFR §26.27*, the District strongly encourages Contractors and Subcontractors to utilize the services offered by DBE financial institutions. A list of DBE financial institutions can be found online at <http://www.fms.treas.gov/mbdp/current.list.html> or provided by the District's Contracts Compliance staff via email request to contractscompliance@actransit.org

- 9. **SUSPENSION AND DEBARMENT.** This Contract is a covered transaction for purposes of *2 CFR 180*. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at *2 CFR 180.995*, or affiliates, as defined at *2 CFR 180.905*, are excluded or disqualified as defined at *2 CFR 180.940 and 180.935*.

The Contractor is required to comply with *2 CFR 180, Subpart C* and must include the requirement to comply with *2 CFR 180, Subpart C* in any lower tier covered transaction it enters.

By signing and submitting its Proposal, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the District. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of *2 CFR 180, Subpart C* while this offer is valid and throughout the period of the contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- 10. **PRIVACY ACT.** The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:



- a. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the *Privacy Act of 1974, 5 U.S.C. § 552a*. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- b. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.
11. **RECYCLED PRODUCTS.** The Contractor agrees to comply with all the requirements of *Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962)*, including but not limited to the regulatory provisions of *40 CFR Part 247*, and *Executive Order 12873*, as they apply to the procurement of the items designated in *Subpart B of 40 CFR Part 247*. The Contractor agrees to comply with the U.S. Environmental Protection Agency (US EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," *40 CFR part 247*.
12. **ANTI-LOBBYING REQUIREMENTS & CERTIFICATION.** Contractors who apply for an award of \$100,000.00 or more shall file the certification required by *49 CFR part 20, "New Restrictions on Lobbying."* Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by *31 U.S.C. 1352*. Each tier shall also disclose the name of any registrant under the *Lobbying Disclosure Act of 1995* who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by *31 U.S.C. 1352*. Such disclosures are forwarded from tier to tier up to the District.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000.00 financed in whole or in part with Federal assistance provided by FTA.
13. **CLEAN AIR.** The Contractor agrees to comply with all applicable standards, orders or regulations issued *pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.* The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000.00 financed in whole or in part with Federal assistance provided by FTA.
14. **CLEAN WATER REQUIREMENTS.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the *Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.* The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000.00 financed in whole or in part with Federal assistance provided by FTA.
15. **ENERGY CONSERVATION REQUIREMENTS.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the *Energy Policy and Conservation Act of 1975*.
16. **AMERICANS WITH DISABILITIES ACT (ADA).** The Contractor agrees to comply with all applicable requirements of the *Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, amended, 29 USC § 794; 49 USC § 5301(d)*; and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this contract.
17. **BREACHES AND DISPUTE RESOLUTION.** *Intentionally Deleted. Please reference Contract ¶54.*
18. **PATENT RIGHTS.**
 - a. **General** - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the District and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
 - b. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the District and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in *U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401*.
 - c. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
19. **DRUG AND ALCOHOL TESTING.** The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or the District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 before June 30 and to submit the Management Information System (MIS) reports before January 15 to the District. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.
20. **ASSIGNABILITY CLAUSE.** Any public agency (*i.e., city, district, public authority, public agency, municipality, and other political subdivision, or any Federal Transit Administration-funded entity*) shall have the option of participating in any award made as a result of this proposal at the same prices, and terms



and conditions. The District reserves the right to assign all or any portion of the work awarded under this Contract including option quantities. This assignment, should it occur, shall be agreed to by the District and the contractor. Once assigned, each public agency will enter into its own contract with the contractor and be solely responsible to contractor for obligations to the work assigned. The District's right of assignment will remain in force over the *five (5) year period or until completion of the contract to include options, whichever occurs first*. The District shall incur no financial responsibility in connection with contracts issued by another public agency. The public agency shall accept sole responsibility for placing orders or payments to the contractor.

21. **DRUG AND ALCOHOL TESTING.** The Contractor agrees to establish and implement a drug and alcohol testing program that complies with *49 CFR Part 655*, produce any documentation necessary to establish its compliance with *Part 655*, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or the District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under *49 CFR Part 655* and review the testing process. The Contractor agrees further to certify annually its compliance with *Part 655* before *June 30* and to submit the Management Information System (MIS) reports before *January 15* to the District. To certify compliance the Contractor shall use the "*Substance Abuse Certifications*" in the "*Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements*," which is published annually in the Federal Register.

22. **VETERANS EMPLOYMENT.**

a. To the extent practicable, Contractor agrees that it:

1. Will give a hiring preference to veterans (*as defined in 5 U.S.C. § 2108*), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for *49 U.S.C. chapter 53*, and 2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

b. Contractor also assures that its subcontractor will:

1. Will give a hiring preference to veterans (*as defined in 5 U.S.C. § 2108*), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for *49 U.S.C. chapter 53*, to the extent practicable, and
2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

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**EXHIBIT 5**  
**CONTRACTOR'S PROPOSAL**



Alameda-Contra Costa Transit District  
Request for Proposals - 2023-1605 Transit Shelter Maintenance

**EXHIBIT A**  
**TRANSIT SHELTER INVENTORY**

| Number | AC Transit Stop ID | Panel No | Media Product Name      | Sales Address                                           | Area Name              | Lighting | Zip   | Latitude    | Longitude     | Barcode   |
|--------|--------------------|----------|-------------------------|---------------------------------------------------------|------------------------|----------|-------|-------------|---------------|-----------|
| 1      | 55401              | 701871   | Transit Shelter Display | East 14th St WS 95ft S/O Bayfair Dr F/N - 1             | Alameda Unincorporated | N        | 94578 | 37.701516   | -122.123479   | SL-000037 |
| 2      | 55638              | 701851   | Transit Shelter Display | East 14th St ES 50ft N/O Ashland Ave F/S - 1            | Alameda Unincorporated | N        | 94578 | 37.698649   | -122.118945   | SL-000039 |
| 3      | 55586              | 701921   | Transit Shelter Display | E 14th St SS 80ft S/O 159th Ave F/NW - 1                | Alameda                | N        | 94578 | 37.69961    | -122.120754   | EB-000124 |
| 4      | 50919              | 701941   | Transit Shelter Display | E 14th St NS 55ft N/O 159th Ave F/SE - 1                | Alameda Unincorporated | N        | 94578 | 37.700134   | -122.121028   | EB-000128 |
| 5      | 58544              | 701841   | Transit Shelter Display | East 14th St WS 100ft S/O Ashland Ave F/N - 1           | Alameda Unincorporated | N        | 94580 | 37.69814286 | -122.11862911 | SL-000038 |
| 6      | 51778              | 704501   | Transit Shelter Display | E 14th St WS 60ft S/O 163rd Ave F/W - 1                 | Alameda Unincorporated | N        | 94578 | 37.695999   | -122.115268   | SL-000044 |
| 7      | 59656              | 702461   | Transit Shelter Display | East 14th St ES 1469ft N/O 163rd Ave F/S - 1            | Alameda Unincorporated | N        | 94578 | 37.695948   | -122.115062   | SL-000045 |
| 8      | 57957              | 702561   | Transit Shelter Display | San Pablo Ave WS 62ft N/O Buchanan St F/N - 1           | Albany                 | N        | 94706 | 37.888114   | -122.298419   | EB-000002 |
| 9      | 56688              | 702621   | Transit Shelter Display | San Pablo Ave WS 100ft S/O Solano Ave F/N - 1           | Albany                 | Y        | 94706 | 37.889904   | -122.298957   | EB-000003 |
| 10     | 51166              | 702551   | Transit Shelter Display | San Pablo Ave WS 35ft S/O Marin Ave F/N - 1             | Albany                 | N        | 94706 | 37.886553   | -122.297908   | EB-000004 |
| 11     | 54344              | 702531   | Transit Shelter Display | San Pablo Ave WS 35ft S/O Monroe St F/N - 1             | Albany                 | N        | 94706 | 37.884425   | -122.297232   | EB-000005 |
| 12     | 56606              | 702571   | Transit Shelter Display | San Pablo Ave ES 43ft N/O Buchanan St F/S - 1           | Albany                 | N        | 94706 | 37.888044   | -122.298058   | EB-000006 |
| 13     | 55133              | 702681   | Transit Shelter Display | Solano Ave SS 48ft W/O Masonic Ave F/W - 1              | Albany                 | N        | 94706 | 37.890488   | -122.293771   | EB-000007 |
| 14     | 51915              | 702691   | Transit Shelter Display | Solano Ave NS 42ft W/O Ramona Ave F/E - 1               | Albany                 | N        | 94706 | 37.890761   | -122.291291   | EB-000008 |
| 15     | 58977              | 702671   | Transit Shelter Display | Solano Ave NS 20ft E/O Masonic Ave F/E - 1              | Albany                 | N        | 94706 | 37.89072    | -122.293292   | EB-000009 |
| 16     | 52252              | 703071   | Transit Shelter Display | Adeline St ES 100ft N/O Alcatraz Ave F/S - 1            | Berkeley               | N        | 94703 | 37.849078   | -122.271063   | EB-000010 |
| 17     | 57220              | 700221   | Transit Shelter Display | Adeline St ES 60ft N/O Oregon St F/S - 1                | Berkeley               | N        | 94703 | 37.857711   | -122.267689   | EB-000011 |
| 18     | 57330              | 700251   | Transit Shelter Display | Adeline St WS 100ft S/O Oregon St F/N - 1               | Berkeley               | N        | 94703 | 37.857072   | -122.268521   | EB-000012 |
| 19     | 52525              | 703091   | Transit Shelter Display | Adeline St WS 85ft S/O Alcatraz Ave F/N - 1             | Berkeley               | N        | 94703 | 37.848406   | -122.271806   | EB-000013 |
| 20     | 56858              | 702771   | Transit Shelter Display | Ashby Ave NS 54ft E/O Adeline St F/E - 1                | Berkeley               | N        | 94703 | 37.855147   | -122.268437   | EB-000014 |
| 21     | 52599              | 702801   | Transit Shelter Display | Ashby Ave NS 83ft W/O San Pablo Ave F/E - 1             | Berkeley               | N        | 94710 | 37.852171   | -122.287071   | EB-000015 |
| 22     | 59300              | 702751   | Transit Shelter Display | Ashby Ave NS 86ft W/O Telegraph Ave F/E - 1             | Berkeley               | N        | 94705 | 37.856225   | -122.26013    | EB-000016 |
| 23     | 51199              | 702841   | Transit Shelter Display | College Ave ES 85ft N/O Russell St F/S - 1              | Berkeley               | N        | 94705 | 37.858779   | -122.253131   | EB-000018 |
| 24     | 56555              | 700721   | Transit Shelter Display | Durant Ave SS 10ft E/O Shattuck Ave F/W - 1             | Berkeley               | N        | 94704 | 37.866645   | -122.267248   | EB-000019 |
| 25     | 51579              | 700701   | Transit Shelter Display | Durant Ave SS 24ft W/O Telegraph Ave F/W - 1            | Berkeley               | N        | 94704 | 37.867703   | -122.267703   | EB-000020 |
| 26     | 57555              | 703021   | Transit Shelter Display | Durant Ave SS 25ft W/O Dana St F/W - 1                  | Berkeley               | Y        | 94704 | 37.867402   | -122.261423   | EB-000021 |
| 27     | 56200              | 702861   | Transit Shelter Display | Dwight Way SS 68ft W/O San Pablo Ave F/W - 1            | Berkeley               | N        | 94702 | 37.86107    | -122.289189   | EB-000022 |
| 28     | 50922              | 702871   | Transit Shelter Display | Dwight Way NS 54ft W/O San Pablo Ave F/E - 1            | Berkeley               | N        | 94702 | 37.861181   | -122.289353   | EB-000023 |
| 29     | 53536              | 702911   | Transit Shelter Display | Hopkins Ave NS 9ft E/O Monterey Ave F/E - 1             | Berkeley               | N        | 94707 | 37.881838   | -122.281798   | EB-000024 |
| 30     | 57887              | 702901   | Transit Shelter Display | Hopkins Ave SS 9ft W/O California St F/W - 1            | Berkeley               | N        | 94707 | 37.88153    | -122.282051   | EB-000025 |
| 31     | 50544              | 702981   | Transit Shelter Display | Martin Luther King Jr Wy ES 60ft N/O Russell St F/S - 1 | Berkeley               | N        | 94703 | 37.856362   | -122.271177   | EB-000027 |
| 32     | 55625              | 700771   | Transit Shelter Display | Martin Luther King Jr Wy ES 70ft N/O Ashby Ave F/S - 1  | Berkeley               | N        | 94703 | 37.854538   | -122.270982   | EB-000028 |
| 33     | 58115              | 702951   | Transit Shelter Display | Martin Luther King Jr Wy WS 57ft S/O Dwight Wy F/N      | Berkeley               | N        | 94703 | 37.863062   | -122.272197   | EB-000030 |
| 34     | 53556              | 703081   | Transit Shelter Display | Sacramento St ES 175ft N/O Alcatraz Ave F/S - 1         | Berkeley               | N        | 94703 | 37.848433   | -122.277684   | EB-000032 |
| 35     | 58959              | 702781   | Transit Shelter Display | Sacramento St ES 48ft S/O Ashby Ave F/S - 1             | Berkeley               | N        | 94703 | 37.853116   | -122.278783   | EB-000033 |
| 36     | 55998              | 703031   | Transit Shelter Display | Sacramento St WS 44ft S/O University Ave F/N - 1        | Berkeley               | N        | 94702 | 37.870675   | -122.282161   | EB-000034 |
| 37     | 51117              | 700841   | Transit Shelter Display | San Pablo Ave ES 90ft N/O Ashby Ave F/S - 1             | Berkeley               | Y        | 94710 | 37.85229    | -122.286867   | EB-000036 |
| 38     | 52228              | 700851   | Transit Shelter Display | San Pablo Ave WS 60ft S/O Ashby Ave F/N - 1             | Berkeley               | N        | 94710 | 37.851926   | -122.286752   | EB-000040 |
| 39     | 55100              | 700891   | Transit Shelter Display | San Pablo Ave WS 75ft S/O Gilman St F/N - 1             | Berkeley               | N        | 94710 | 37.880235   | -122.295861   | EB-000038 |
| 40     | 55111              | 700871   | Transit Shelter Display | San Pablo Ave WS 20ft S/O University Ave F/N - 1        | Berkeley               | Y        | 94710 | 37.868749   | -122.292171   | EB-000039 |
| 41     | 57755              | 703051   | Transit Shelter Display | San Pablo Ave WS 78ft S/O Dwight Way F/N - 1            | Berkeley               | Y        | 94710 | 37.860873   | -122.289634   | EB-000042 |
| 42     | 55585              | 703061   | Transit Shelter Display | Shattuck Ave ES 30ft S/O Kittredge St F/S - 1           | Berkeley               | N        | 94704 | 37.868371   | -122.267666   | EB-000044 |
| 43     | 51101              | 793001   | Transit Shelter Display | Shattuck Ave ES 50ft S/O Ashby Ave F/S - 1              | Berkeley               | N        | 94705 | 37.855078   | -122.266363   | EB-000045 |
| 44     | 54454              | 702921   | Transit Shelter Display | Shattuck Ave WS 30ft S/O Dwight Way F/N - 1             | Berkeley               | N        | 94704 | 37.863778   | -122.267501   | EB-000048 |
| 45     | 59954              | 700711   | Transit Shelter Display | Shattuck Ave WS 35ft N/O Ashby Ave F/N - 1              | Berkeley               | N        | 94703 | 37.855461   | -122.266663   | EB-000049 |
| 46     | 55999              | 702791   | Transit Shelter Display | Shattuck Ave WS 60ft S/O Kittredge St F/N - 1           | Berkeley               | N        | 94704 | 37.868287   | -122.268021   | EB-000050 |
| 47     | 55935              | 700731   | Transit Shelter Display | Shattuck Ave WS 60ft S/O Parker St F/N - 1              | Berkeley               | N        | 94704 | 37.861965   | -122.267308   | EB-000051 |
| 48     | 57799              | 703123   | Transit Shelter Display | Solano SS 100ft E/O Colusa Ave F/W - 1                  | Berkeley               | N        | 94707 | 37.891287   | -122.278795   | EB-000052 |
| 49     | 51555              | 700691   | Transit Shelter Display | Telegraph Ave WS 250ft S/O Dwight Way F/N - 1           | Berkeley               | Y        | 94704 | 37.864555   | -122.258648   | EB-000053 |
| 50     | 52250              | 700741   | Transit Shelter Display | Telegraph Ave ES 70ft S/O Parker St F/S - 1             | Berkeley               | N        | 94704 | 37.863011   | -122.258586   | EB-000056 |
| 51     | 558835             | 700751   | Transit Shelter Display | Telegraph Ave WS 100ft S/O Parker St F/N - 1            | Berkeley               | N        | 94704 | 37.862934   | -122.258885   | EB-000057 |
| 52     | 55529              | 700901   | Transit Shelter Display | Telegraph Ave WS 50ft N/O Webster St F/N - 1            | Berkeley               | Y        | 94705 | 37.855355   | -122.259959   | EB-000059 |
| 53     | 57088              | 700681   | Transit Shelter Display | Telegraph Ave WS 60ft N/O Ashby Ave F/N - 1             | Berkeley               | N        | 94705 | 37.856467   | -122.259809   | EB-000060 |
| 54     | 55365              | 703111   | Transit Shelter Display | University Ave NS 48ft E/O San Pablo Ave F/E - 1        | Berkeley               | N        | 94702 | 37.862969   | -122.291816   | EB-000061 |
| 55     | 56667              | 700831   | Transit Shelter Display | University Ave SS 100ft E/O Sacramento Ave F/W - 1      | Berkeley               | N        | 94703 | 37.870325   | -122.281446   | EB-000062 |
| 56     | 55525              | 700861   | Transit Shelter Display | San Pablo Ave ES 40ft N/O University Ave F/S - 1        | Berkeley               | N        | 94702 | 37.869304   | -122.29206    | EB-000063 |
| 57     | 55880              | 703041   | Transit Shelter Display | San Pablo Ave ES 90ft N/O Dwight Wy F/S - 1             | Berkeley               | Y        | 94702 | 37.861464   | -122.289502   | EB-000114 |
| 58     | 54466              | 793011   | Transit Shelter Display | University Ave SS 25ft W/O Shattuck Ave F/W - 1         | Berkeley               | N        | 94704 | 37.871996   | -122.268649   | EB-000064 |
| 59     | 57663              | 700801   | Transit Shelter Display | Martin Luther King Jr Wy WS 20ft N/O Hearst St F/N - 1  | Berkeley               | N        | 94703 | 37.873511   | -122.273334   | EB-000107 |
| 60     | No stop id         | 702761   | Transit Shelter Display | Shattuck St ES 150ft S/O Center St                      | Berkeley               | Y        | 94704 | 37.8692     | -122.2678     | EB-000129 |
| 61     | 52808              | 700231   | Transit Shelter Display | Shattuck Ave ES 30ft S/O Allison Way F/S - 1            | Berkeley               | Y        | 94704 | 37.86953    | -122.26813    | EB-000130 |
| 62     | 50515              | 702221   | Transit Shelter Display | Castro Valley Blvd SS 50ft W/O San Miguel Ave F/W - 1   | Castro Valley          | N        | 94546 | 37.695391   | -122.081438   | CV-000001 |
| 63     | 52343              | 704301   | Transit Shelter Display | Castro Valley Blvd SS 70ft E/O Santa Maria Ave F/W - 1  | Castro Valley          | N        | 94546 | 37.695465   | -122.078085   | CV-000002 |
| 64     | 56628              | 704401   | Transit Shelter Display | Castro Valley Blvd SS 190ft W/O Redwood Road F/W - 1    | Castro Valley          | N        | 94546 | 37.695207   | -122.075698   | CV-000003 |
| 65     | 59332              | 701801   | Transit Shelter Display | Castro Valley Blvd SS 24ft E/O Yeandle Ave F/W - 1      | Castro Valley          | N        | 94546 | 37.694555   | -122.07107    | CV-000004 |
| 66     | 59880              | 701911   | Transit Shelter Display | Castro Valley Blvd SS 60ft W/O Marshall St F/W - 1      | Castro Valley          | N        | 94546 | 37.693143   | -122.066918   | CV-000005 |
| 67     | 55928              | 701901   | Transit Shelter Display | Castro Valley Blvd NS 52ft E/O Marshall St F/E - 1      | Castro Valley          | N        | 94546 | 37.693217   | -122.066289   | CV-000006 |
| 68     | 58366              | 704801   | Transit Shelter Display | Castro Valley Blvd NS 66ft W/O Redwood Road F/W - 1     | Castro Valley          | N        | 94546 | 37.695773   | -122.077842   | CV-000007 |
| 69     | 59690              | 704201   | Transit Shelter Display | Castro Valley Blvd NS 117ft W/O San Miguel Ave F/E - 1  | Castro Valley          | N        | 94546 | 37.695798   | -122.081254   | CV-000009 |
| 70     | 56628              | 701821   | Transit Shelter Display | Castro Valley Blvd NS 75ft E/O Lake Chabot Rd F/E - 1   | Castro Valley          | N        | 94546 | 37.694538   | -122.086187   | CV-000010 |
| 71     | 55948              | 701861   | Transit Shelter Display | Castro Valley Blvd NS 100ft W/O Stanton Ave F/E - 1     | Castro Valley          | N        | 94546 | 37.692896   | -122.090031   | CV-000011 |
| 72     | 57992              | 700071   | Transit Shelter Display | Mission Blvd WS 93ft S/O Gurdwara Rd F/W - 1            | Fremont                | N        | 94536 | 37.5853     | -121.9967     | EB-000103 |
| 73     | 51397              | 793061   | Transit Shelter Display | Newark Blvd WS 360ft S/O Ardenwood Blvd F/N - 1         | Fremont                | Y        | 94555 | 37.55154396 | -122.05478449 | FM-000001 |
| 74     | 51393              | 793051   | Transit Shelter Display | Newark Blvd WS 350ft S/O Ardenwood Blvd F/N - 1         | Fremont                | Y        | 94555 | 37.55168431 | -122.05467452 | FM-000002 |



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|     |            |        |                         |                                                        |         |   |       |               |               |           |
|-----|------------|--------|-------------------------|--------------------------------------------------------|---------|---|-------|---------------|---------------|-----------|
| 75  | 57880      | 700101 | Transit Shelter Display | Mowry Ave SS 180ft E/O Argonaut Way F/W - 1            | Fremont | N | 94538 | 37.545943     | -121.990281   | FM-000003 |
| 76  | 50504      | 700111 | Transit Shelter Display | Mowry Ave SS 260ft W/O Fremont Blvd F/W - 1            | Fremont | N | 94538 | 37.547637     | -121.988881   | FM-000004 |
| 77  | 56788      | 700041 | Transit Shelter Display | Fremont Blvd WS 190ft S/O Mowry Ave F/N - 1            | Fremont | N | 94538 | 37.548014     | -121.987655   | FM-000005 |
| 78  | 53030      | 700971 | Transit Shelter Display | Mowry Ave SS 300ft E/O Fremont Blvd F/W - 1            | Fremont | N | 94538 | 37.549541     | -121.987341   | FM-000006 |
| 79  | 54771      | 701171 | Transit Shelter Display | Mowry Ave SS 170ft E/O Hastings St F/W - 1             | Fremont | N | 94538 | 37.553486     | -121.984143   | FM-000007 |
| 80  | 51279      | 700121 | Transit Shelter Display | Civic Center Dr WS 300ft S/O Mowry Ave F/N - 1         | Fremont | N | 94538 | 37.56257      | -121.980554   | FM-000008 |
| 81  | 55965      | 700131 | Transit Shelter Display | Civic Center Dr ES 310ft S/O Mowry Ave F/S - 1         | Fremont | N | 94538 | 37.566443     | -121.980318   | FM-000009 |
| 82  | 57560      | 701221 | Transit Shelter Display | Paseo Padre Pkwy WS 110ft S/O Country Dr F/N - 1       | Fremont | N | 94536 | 37.556373     | -121.986858   | FM-000010 |
| 83  | 55215      | 701181 | Transit Shelter Display | Mowry Ave NS 122ft W/O Paseo Padre Pkwy F/E - 1        | Fremont | N | 94536 | 37.554273     | -121.984001   | FM-000011 |
| 84  | 55009      | 700981 | Transit Shelter Display | Mowry Ave NS 100ft W/O Fremont Blvd F/E - 1            | Fremont | N | 94538 | 37.548352     | -121.988847   | FM-000012 |
| 85  | 55179      | 701201 | Transit Shelter Display | Paseo Padre Pkwy ES 110ft N/O Country Dr F/S - 1       | Fremont | N | 94536 | 37.557042     | -121.987508   | FM-000013 |
| 86  | 52272      | 701001 | Transit Shelter Display | Fremont Blvd ES 70ft N/O Darwin Dr F/S - 1             | Fremont | N | 94555 | 37.574316     | -122.039076   | FM-000014 |
| 87  | 58853      | 701251 | Transit Shelter Display | Paseo Padre Pkwy SS 45ft W/O Milton St F/W - 1         | Fremont | N | 94555 | 37.577102     | -122.039402   | FM-000015 |
| 88  | 59958      | 701211 | Transit Shelter Display | Paseo Padre Pkwy NS 100ft W/O Milton St F/E - 1        | Fremont | N | 94555 | 37.577172     | -122.039764   | FM-000016 |
| 89  | 56625      | 701021 | Transit Shelter Display | Fremont Blvd ES 257ft N/O Nicolet Ave F/S - 1          | Fremont | N | 94536 | 37.566567     | -122.023317   | FM-000017 |
| 90  | 52112      | 701031 | Transit Shelter Display | Fremont Blvd WS 150ft S/O Nicolet Ave F/N - 1          | Fremont | N | 94536 | 37.566221     | -122.023383   | FM-000018 |
| 91  | 55229      | 701051 | Transit Shelter Display | Fremont Blvd ES 250ft N/O Alder Ave F/S - 1            | Fremont | N | 94536 | 37.563419     | -122.016941   | FM-000019 |
| 92  | 56055      | 701071 | Transit Shelter Display | Fremont Blvd ES 285ft N/O Thornton Ave F/S - 1         | Fremont | N | 94536 | 37.561257     | -122.012665   | FM-000020 |
| 93  | 55011      | 701061 | Transit Shelter Display | Fremont Blvd WS 175ft S/O Central Ave F/N - 1          | Fremont | N | 94536 | 37.556123     | -122.00326    | FM-000021 |
| 94  | 56505      | 701081 | Transit Shelter Display | Fremont Blvd WS 100ft N/O Eggers Dr F/N - 1            | Fremont | N | 94536 | 37.5527402229 | -121.99671890 | FM-000022 |
| 95  | 58553      | 701091 | Transit Shelter Display | Fremont Blvd ES 70ft N/O Eggers Dr F/S - 1             | Fremont | N | 94536 | 37.552985     | -121.996543   | FM-000023 |
| 96  | 56700      | 701101 | Transit Shelter Display | Fremont Blvd WS 50ft N/O Country Dr F/N - 1            | Fremont | N | 94536 | 37.550732     | -121.992866   | FM-000024 |
| 97  | 55899      | 700991 | Transit Shelter Display | Fremont Blvd ES 200ft N/O Mowry Ave F/S - 1            | Fremont | N | 94536 | 37.549363     | -121.989425   | FM-000025 |
| 98  | 54114      | 700021 | Transit Shelter Display | Fremont Blvd WS 47ft N/O Beacon Ave F/N - 1            | Fremont | N | 94538 | 37.546542     | -121.984754   | FM-000026 |
| 99  | 52600      | 701131 | Transit Shelter Display | Fremont Blvd WS 80ft N/O Sundale Dr F/N - 1            | Fremont | N | 94538 | 37.544702     | -121.981142   | FM-000027 |
| 100 | 51011      | 701161 | Transit Shelter Display | Fremont Blvd ES 165ft N/O Sundale Dr F/S - 1           | Fremont | N | 94538 | 37.545135     | -121.9812     | FM-000028 |
| 101 | 51788      | 701111 | Transit Shelter Display | Walnut Ave SS 200ft E/O Fremont Blvd F/W - 1           | Fremont | N | 94538 | 37.546299     | -121.981951   | FM-000029 |
| 102 | 52289      | 701121 | Transit Shelter Display | Walnut Ave NS 200ft E/O Fremont Blvd F/E - 1           | Fremont | N | 94538 | 37.546309     | -121.982332   | FM-000030 |
| 103 | 56551      | 700031 | Transit Shelter Display | Fremont Blvd ES 70ft N/O Beacon Ave F/S - 1            | Fremont | N | 94538 | 37.547156     | -121.98513    | FM-000031 |
| 104 | 50994      | 700081 | Transit Shelter Display | Paseo Padre Pkwy WS 300ft S/O Walnut Ave F/N - 1       | Fremont | N | 94538 | 37.551305     | -121.977058   | FM-000032 |
| 105 | 54980      | 700091 | Transit Shelter Display | Paseo Padre Pkwy ES 320ft S/O Walnut Ave F/S - 1       | Fremont | N | 94538 | 37.55141      | -121.976504   | FM-000033 |
| 106 | 50504      | 700011 | Transit Shelter Display | Paseo Padre Pkwy ES 30ft N/O Sr Citizen Center F/S - 1 | Fremont | N | 94538 | 37.546008     | -121.966633   | FM-000034 |
| 107 | 52353      | 701141 | Transit Shelter Display | Fremont Blvd WS 230ft S/O Grimmer Blvd F/N - 1         | Fremont | N | 94538 | 37.501808     | -121.949097   | FM-000035 |
| 108 | 56445      | 701701 | Transit Shelter Display | Fremont Blvd WS 40ft N/O Papazian Way F/N - 1          | Fremont | N | 94538 | 37.534029     | -121.961455   | FM-000036 |
| 109 | 58733      | 701691 | Transit Shelter Display | Fremont Blvd WS 170ft S/O Washington Blvd F/N - 1      | Fremont | N | 94538 | 37.532643     | -121.959215   | FM-000037 |
| 110 | 52212      | 701681 | Transit Shelter Display | Fremont Blvd ES 160ft N/O Irvington Ave F/S - 1        | Fremont | N | 94538 | 37.531707     | -121.958749   | FM-000038 |
| 111 | 51511      | 701271 | Transit Shelter Display | Blacow Rd ES 60ft N/O Greenpark Dr F/S - 1             | Fremont | N | 94538 | 37.522904     | -121.964983   | FM-000040 |
| 112 | 57380      | 701231 | Transit Shelter Display | Blacow Rd WS 120ft S/O Greenpark Dr F/N - 1            | Fremont | N | 94538 | 37.523081     | -121.965775   | FM-000041 |
| 113 | 52725      | 700061 | Transit Shelter Display | Mission Blvd WS 50ft N/O Las Palmas Ave F/N - 1        | Fremont | N | 94539 | 37.55791672   | -121.95290615 | FM-000042 |
| 114 | 53199      | 703131 | Transit Shelter Display | Mission Blvd WS 96ft S/O Ondina Dr F/N - 1             | Fremont | N | 94539 | 37.551274     | -121.942409   | FM-000043 |
| 115 | 57260      | 703151 | Transit Shelter Display | Mission Blvd WS 115ft S/O Driscoll Rd F/N - 1          | Fremont | N | 94539 | 37.549166     | -121.939088   | FM-000044 |
| 116 | 55338      | 701241 | Transit Shelter Display | Mission Blvd WS 53ft N/O Palm Ave F/N - 1              | Fremont | N | 94539 | 37.545124     | -121.932136   | FM-000045 |
| 117 | 59558      | 701191 | Transit Shelter Display | Mission Blvd ES 110ft N/O Palm Ave F/S - 1             | Fremont | N | 94539 | 37.5453897    | -121.93202247 | FM-000046 |
| 118 | 56530      | 703141 | Transit Shelter Display | Mission Blvd ES 124ft N/O Macintosh St F/S - 1         | Fremont | N | 94539 | 37.544224     | -121.946445   | FM-000047 |
| 119 | 56331      | 701261 | Transit Shelter Display | Mission Blvd ES 550ft N/O Pickering Ave F/S - 1        | Fremont | N | 94536 | 37.571011     | -121.966264   | FM-000048 |
| 120 | 50952      | 701263 | Transit Shelter Display | Mission Blvd ES 45ft N/O Rockland Ct F/S - 1           | Fremont | N | 94536 | 37.5862       | -121.9974     | SL-000019 |
| 121 | TBD        | 700121 | Transit Shelter Display | Civic Center Dr WS 300ft S/O Mowry Ave F/N - 1         | Fremont | Y | 94538 | 37.503082     | -121.945595   | FM-000008 |
| 122 | 54646      | 701971 | Transit Shelter Display | Hesperian Blvd WS 81ft S/O Arf Ave F/N - 1             | Hayward | N | 94545 | 37.624193     | -122.092775   | EB-000102 |
| 123 | 50869      | 702481 | Transit Shelter Display | Calaroga Ave ES 100ft N/O W Tennyson Rd F/S - 1        | Hayward | N | 94545 | 37.632158     | -122.088941   | EB-000113 |
| 124 | 59009      | 702361 | Transit Shelter Display | Mission Blvd ES 175ft N/O Harder Rd F/S - 1            | Hayward | N | 94542 | 37.651711     | -122.067215   | HD-000001 |
| 125 | 51305      | 702321 | Transit Shelter Display | Mission Blvd ES 100ft N/O Carlos Bee Blvd F/S - 1      | Hayward | N | 94542 | 37.660686     | -122.074141   | HD-000002 |
| 126 | 54994      | 702371 | Transit Shelter Display | Mission Blvd WS 67ft N/O Sorenson Rd F/N - 1           | Hayward | N | 94544 | 37.646133     | -122.063169   | HD-000004 |
| 127 | 56559      | 702381 | Transit Shelter Display | Mission Blvd ES 20ft N/O Sorenson Rd F/S - 1           | Hayward | N | 94544 | 37.646707     | -122.063231   | HD-000005 |
| 128 | 51799      | 702401 | Transit Shelter Display | Mission Blvd WS 13ft S/O Jefferson St F/N - 1          | Hayward | N | 94544 | 37.641405     | -122.0595     | HD-000006 |
| 129 | 53045      | 702411 | Transit Shelter Display | Mission Blvd WS 185ft N/O W Tennyson Rd F/N - 1        | Hayward | N | 94544 | 37.636911     | -122.055267   | HD-000007 |
| 130 | 53359      | 702441 | Transit Shelter Display | Mission Blvd ES 160ft N/O Fairway St F/S - 1           | Hayward | Y | 94544 | 37.62257881   | -122.03854908 | HD-000008 |
| 131 | 58001      | 702421 | Transit Shelter Display | Mission Blvd ES 160ft N/O W Tennyson Rd F/S - 1        | Hayward | N | 94544 | 37.636835     | -122.054628   | HD-000009 |
| 132 | 55050      | 702141 | Transit Shelter Display | C St SS 100ft W/O Mission Blvd F/SE - 1                | Hayward | Y | 94541 | 37.670933     | -122.083073   | EB-000147 |
| 133 | 55122      | 700621 | Transit Shelter Display | Hesperian Blvd ES 375ft S/O West A St F/S - 1          | Hayward | N | 94541 | 37.664506     | -122.117144   | HD-000015 |
| 134 | 56526      | 700371 | Transit Shelter Display | A St SS 45ft W/O Filbert St F/W - 1                    | Hayward | N | 94541 | 37.668212     | -122.096096   | HD-000016 |
| 135 | 50900      | 700331 | Transit Shelter Display | Hesperian Blvd WS 130ft S/O West A St F/N - 1          | Hayward | N | 94541 | 37.664993     | -122.117867   | HD-000020 |
| 136 | 52996      | 700381 | Transit Shelter Display | A St SS 60ft W/O Grand St F/W - 1                      | Hayward | N | 94541 | 37.670713     | -122.090177   | HD-000017 |
| 137 | 57709      | 700341 | Transit Shelter Display | W A St NS 40ft E/O Hesperian Blvd F/E - 1              | Hayward | N | 94541 | 37.66585      | -122.117822   | HD-000019 |
| 138 | 57552      | 700611 | Transit Shelter Display | Hesperian Blvd WS 50ft S/O Skywest Dr F/N - 1          | Hayward | N | 94545 | 37.658001     | -122.113628   | HD-000021 |
| 139 | 54055      | 700571 | Transit Shelter Display | Hesperian Blvd WS 150ft S/O W Winton Ave F/N - 1       | Hayward | N | 94545 | 37.652527     | -122.11014    | HD-000022 |
| 140 | 55756      | 700551 | Transit Shelter Display | Hesperian Blvd ES 40ft S/O Southland Dr F/S - 1        | Hayward | N | 94545 | 37.650328     | -122.108410   | HD-000023 |
| 141 | 54949      | 700561 | Transit Shelter Display | Hesperian Blvd WS 85ft S/O Middle Lane F/N - 1         | Hayward | N | 94545 | 37.650164     | -122.108727   | HD-000024 |
| 142 | 54433      | 704111 | Transit Shelter Display | Southland Dr SS 50ft E/O Southland Pl F/W - 1          | Hayward | N | 94545 | 37.651835     | -122.105098   | HD-000025 |
| 143 | 52332      | 704121 | Transit Shelter Display | Hesperian Blvd ES 50ft N/O West St F/S - 1             | Hayward | N | 94545 | 37.648        | -122.107      | HD-000026 |
| 144 | 50239      | 700531 | Transit Shelter Display | Chabot Ct WS N/O Depot Rd F/S - 1                      | Hayward | N | 94545 | 37.6433       | -122.1049     | HD-000027 |
| 145 | 50238      | 702281 | Transit Shelter Display | Chabot Ct ES N/O Depot Rd F/N - 1                      | Hayward | N | 94545 | 37.6333       | -122.1052     | HD-000028 |
| 146 | 51211      | 700541 | Transit Shelter Display | Hesperian Blvd ES 43ft S/O Turner Ct F/S - 1           | Hayward | N | 94545 | 37.644547     | -122.104864   | HD-000029 |
| 147 | 57822      | 702041 | Transit Shelter Display | Hesperian Blvd WS 100ft S/O Sleepy Hollow Ave F/N - 1  | Hayward | N | 94545 | 37.634078     | -122.098828   | HD-000031 |
| 148 | 50522      | 702051 | Transit Shelter Display | Hesperian Blvd ES 21ft S/O Sleepy Hollow Ave F/S - 1   | Hayward | N | 94545 | 37.634359     | -122.098605   | HD-000032 |
| 149 | 54325      | 700491 | Transit Shelter Display | Hesperian Blvd ES 25ft S/O Cathy Way F/S - 1           | Hayward | N | 94545 | 37.639347     | -122.10167    | HD-000033 |
| 150 | 56866      | 700591 | Transit Shelter Display | W Winton Ave SS 50ft E/O Santa Clara St F/W - 1        | Hayward | N | 94544 | 37.65774      | -122.097721   | HD-000034 |
| 151 | 50880      | 700601 | Transit Shelter Display | W Winton Ave NS 30ft E/O Santa Clara St F/E - 1        | Hayward | N | 94541 | 37.657937     | -122.097874   | HD-000035 |
| 152 | 57006      | 700581 | Transit Shelter Display | Santa Clara St ES 70ft N/O W Winton Ave F/S - 1        | Hayward | N | 94541 | 37.658053     | -122.098238   | HD-000036 |
| 153 | 57633      | 702191 | Transit Shelter Display | Amador St ES 20ft N/O Elmhurst St F/S - 1              | Hayward | N | 94544 | 37.65672      | -122.093036   | HD-000037 |
| 154 | 53515      | 702181 | Transit Shelter Display | Amador St WS 20ft N/O Elmhurst St F/N - 1              | Hayward | N | 94544 | 37.656565     | -122.093193   | HD-000038 |
| 155 | 50558      | 702151 | Transit Shelter Display | W Winton Ave SS 245ft E/O Saklan Rd F/W - 1            | Hayward | N | 94545 | 37.652987     | -122.117772   | HD-000041 |
| 156 | 52710      | 702131 | Transit Shelter Display | W Winton Ave NS 57ft E/O Curtis St F/E - 1             | Hayward | N | 94545 | 37.653173     | -122.123618   | HD-000042 |
| 157 | 54420      | 702171 | Transit Shelter Display | Clawiter Rd WS 100ft S/O W Winton Ave F/N - 1          | Hayward | N | 94545 | 37.652678     | -122.120081   | HD-000043 |
| 158 | 53302      | 702101 | Transit Shelter Display | Clawiter Rd WS 67ft S/O Depot Rd F/N - 1               | Hayward | N | 94545 | 37.638357     | -122.119879   | HD-000044 |
| 159 | No stop id | 702071 | Transit Shelter Display | Depot Rd NS 50ft W/O Dodge Ave F/E - 1                 | Hayward | N | 94545 | 37.638921     | -122.105348   | HD-000046 |
| 160 | 51450      | 702121 | Transit Shelter Display | Depot Rd NS 50ft W/O Viking St F/E - 1                 | Hayward | N | 94545 | 37.638457     | -122.125233   | HD-000047 |
| 161 | 51810      | 702111 | Transit Shelter Display | Depot Rd SS 90ft E/O Viking St F/W - 1                 | Hayward | N | 94545 | 37.638301     | -122.123999   | HD-000048 |
| 162 | 56460      | 702061 | Transit Shelter Display | Eden Landing Rd ES 30ft S/O Clawiter Rd F/S - 1        | Hayward | N | 94545 | 37.62637      | -122.12172    | HD-000049 |



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|     |       |        |                         |                                                        |             |   |       |           |             |           |
|-----|-------|--------|-------------------------|--------------------------------------------------------|-------------|---|-------|-----------|-------------|-----------|
| 163 | 54480 | 702081 | Transit Shelter Display | Clawiter Rd ES 60ft N/O Enterprise Ave F/S - 1         | Hayward     | N | 94545 | 37.633632 | -122.119635 | HD-000050 |
| 164 | 51878 | 700521 | Transit Shelter Display | Industrial Blvd WS 250ft S/O Depot Rd F/N - 1          | Hayward     | N | 94545 | 37.638317 | -122.117112 | HD-000051 |
| 165 | 53396 | 700511 | Transit Shelter Display | Industrial Blvd WS 135ft S/O Mt Eden Industrial Park F | Hayward     | N | 94545 | 37.634565 | -122.112624 | HD-000052 |
| 166 | 55422 | 700421 | Transit Shelter Display | Hesperian Blvd WS 80ft S/O W Tennyson Rd F/N - 1       | Hayward     | N | 94545 | 37.630465 | -122.096627 | HD-000053 |
| 167 | 52444 | 700401 | Transit Shelter Display | W Tennyson Rd SS 95ft E/O Hesperian Blvd F/W - 1       | Hayward     | N | 94545 | 37.630988 | -122.096067 | HD-000054 |
| 168 | 55531 | 700411 | Transit Shelter Display | Hesperian Blvd ES 35ft S/O W Tennyson Rd F/S - 1       | Hayward     | N | 94545 | 37.630686 | -122.096355 | HD-000055 |
| 169 | 52299 | 700431 | Transit Shelter Display | W Tennyson Rd SS 65ft E/O Calaroga Ave F/W - 1         | Hayward     | N | 94545 | 37.631508 | -122.08929  | HD-000056 |
| 170 | 56651 | 700461 | Transit Shelter Display | W Tennyson Rd SS 65ft E/O Pompano Ave F/W - 1          | Hayward     | N | 94544 | 37.63117  | -122.07724  | HD-000057 |
| 171 | 57676 | 700481 | Transit Shelter Display | W Tennyson Rd NS 15ft W/O Huntwood Ave F/E - 1         | Hayward     | N | 94544 | 37.633544 | -122.065296 | HD-000060 |
| 172 | 53532 | 700451 | Transit Shelter Display | Patrick St ES 50ft N/O W Tennyson Rd F/S - 1           | Hayward     | N | 94544 | 37.631713 | -122.079292 | HD-000061 |
| 173 | 52568 | 701951 | Transit Shelter Display | Hesperian Blvd WS 67ft N/O Tahoe Ave F/N - 1           | Hayward     | N | 94545 | 37.620343 | -122.090426 | HD-000065 |
| 174 | 54511 | 700501 | Transit Shelter Display | Hesperian Blvd WS 50ft S/O Depot Rd F/N - 1            | Hayward     | N | 94545 | 37.639119 | -122.101937 | HD-000030 |
| 175 | 58800 | 701751 | Transit Shelter Display | Newark Blvd SS 823ft E/O Jarvis Ave F/W - 1            | Newark      | N | 94560 | 37.549093 | -122.046945 | NW-000001 |
| 176 | 53456 | 701741 | Transit Shelter Display | Newark Blvd NS 755ft E/O Jarvis Ave F/E - 1            | Newark      | N | 94560 | 37.54934  | -122.046784 | NW-000002 |
| 177 | 52344 | 701711 | Transit Shelter Display | Cedar Blvd WS 5ft N/O Lake Blvd F/N - 1                | Newark      | N | 94560 | 37.550391 | -122.037154 | NW-000005 |
| 178 | 51130 | 700201 | Transit Shelter Display | Cedar Blvd WS 200ft N/O Thornton Ave F/N - 1           | Newark      | N | 94560 | 37.542728 | -122.027499 | NW-000006 |
| 179 | 53395 | 700191 | Transit Shelter Display | Cedar Blvd ES 200ft N/O Thornton Ave F/S - 1           | Newark      | N | 94560 | 37.542965 | -122.027293 | NW-000007 |
| 180 | 59059 | 701781 | Transit Shelter Display | Filbert St WS 137ft N/O Enterprise Dr F/N - 1          | Newark      | N | 94560 | 37.525046 | -122.036511 | NW-000008 |
| 181 | 51330 | 701791 | Transit Shelter Display | Filbert St ES 188ft N/O Enterprise Dr F/S - 1          | Newark      | N | 94560 | 37.525231 | -122.036306 | NW-000009 |
| 182 | 53550 | 701771 | Transit Shelter Display | Newark Blvd WS 50ft N/O Civic Terrace Ave F/N - 1      | Newark      | N | 94560 | 37.535999 | -122.02917  | NW-000010 |
| 183 | 54077 | 701761 | Transit Shelter Display | Newark Blvd ES 32ft N/O Civic Terrace Ave F/S - 1      | Newark      | N | 94560 | 37.536154 | -122.028886 | NW-000011 |
| 184 | 51158 | 700171 | Transit Shelter Display | Cedar Blvd ES 10ft S/O N Magazine F/S - 1              | Newark      | N | 94560 | 37.523577 | -122.004772 | NW-000012 |
| 185 | 52224 | 700181 | Transit Shelter Display | Cedar Blvd ES 180ft N/O Balentine Dr F/S - 1           | Newark      | N | 94560 | 37.522267 | -121.999553 | NW-000013 |
| 186 | 55156 | 700141 | Transit Shelter Display | Mowry Ave NS 120ft W/O Alpenrose Ct F/E - 1            | Newark      | N | 94560 | 37.526301 | -122.006863 | NW-000014 |
| 187 | 53573 | 700151 | Transit Shelter Display | Mowry Ave SS 190ft E/O Alpenrose Ct F/W - 1            | Newark      | N | 94560 | 37.526102 | -122.006999 | NW-000015 |
| 188 | 56780 | 702541 | Transit Shelter Display | Blume Dr ES 384ft S/O Richmond Parkway Park & Ride     | Richmond    | N | 94806 | 37.98576  | -122.316914 | EB-000071 |
| 189 | 56664 | 702431 | Transit Shelter Display | Blume Dr ES 318ft S/O Richmond Parkway Park & Ride     | Richmond    | Y | 94806 | 37.985919 | -122.3168   | EB-000072 |
| 190 | 55228 | 702391 | Transit Shelter Display | Blume Dr ES 251ft S/O Richmond Parkway Park & Ride     | Richmond    | N | 94806 | 37.986075 | -122.316692 | EB-000073 |
| 191 | 53388 | 703271 | Transit Shelter Display | San Pablo Ave WS 200ft N/O MacDonald Ave F/N - 1       | Richmond    | Y | 94805 | 37.932751 | -122.323833 | EB-000076 |
| 192 | 55530 | 703261 | Transit Shelter Display | San Pablo Ave. ES 170ft N/O MacDonald Ave F/S - 1      | Richmond    | N | 94805 | 37.932696 | -122.323473 | O-000087  |
| 193 | 58808 | 701931 | Transit Shelter Display | 159th Ave NS 180ft W/O East 14th St F/E - 1            | San Leandro | N | 94578 | 37.700308 | -122.120578 | EB-000106 |
| 194 | 55538 | 701531 | Transit Shelter Display | East 14th St ES 95ft N/O 150th Ave F/S - 1             | San Leandro | Y | 94578 | 37.706054 | -122.129456 | EB-000126 |
| 195 | 57686 | 701311 | Transit Shelter Display | Doolittle Dr WS 50ft S/O Davis St F/N - 1              | San Leandro | N | 94577 | 37.715961 | -122.186883 | SL-000001 |
| 196 | 52160 | 701521 | Transit Shelter Display | Doolittle Dr WS 65ft N/O Polvorosa Ave F/N - 1         | San Leandro | N | 94577 | 37.711209 | -122.18417  | SL-000002 |
| 197 | 57685 | 701661 | Transit Shelter Display | Doolittle Dr WS 210ft S/O Davis St F/N - 1             | San Leandro | N | 94577 | 37.715739 | -122.18677  | SL-000003 |
| 198 | 53884 | 701461 | Transit Shelter Display | Davis St SS 80ft E/O Doolittle Dr F/W - 1              | San Leandro | N | 94577 | 37.716341 | -122.186363 | SL-000005 |
| 199 | 55713 | 701451 | Transit Shelter Display | Davis St SS 110ft E/O Pierce Ave F/W - 1               | San Leandro | N | 94577 | 37.721034 | -122.170145 | SL-000006 |
| 200 | 58447 | 701441 | Transit Shelter Display | Davis St SS 90ft E/O Orchard Ave F/W - 1               | San Leandro | N | 94577 | 37.722408 | -122.165701 | SL-000007 |
| 201 | 55492 | 701481 | Transit Shelter Display | San Leandro Blvd WS 140ft S/O Thornton St F/N - 1      | San Leandro | N | 94577 | 37.719297 | -122.158126 | SL-000008 |
| 202 | 53239 | 701491 | Transit Shelter Display | Hays St WS 60ft N/O Juana Ave F/N - 1                  | San Leandro | N | 94577 | 37.72278  | -122.156465 | SL-000009 |
| 203 | 51165 | 701351 | Transit Shelter Display | Estudillo Ave SS 50ft E/O East 14th St F/W - 1         | San Leandro | N | 94577 | 37.725208 | -122.154748 | SL-000010 |
| 204 | 54959 | 701561 | Transit Shelter Display | East 14th St WS 75ft S/O Cornwall Way F/N - 1          | San Leandro | N | 94577 | 37.717512 | -122.146002 | SL-000012 |
| 205 | 55638 | 701581 | Transit Shelter Display | Marina Blvd SS 75ft E/O Teagarden St F/W - 1           | San Leandro | N | 94577 | 37.712128 | -122.1621   | SL-000013 |
| 206 | 51320 | 701431 | Transit Shelter Display | Washington Ave WS 125ft N/O Chapman Rd F/N - 1         | San Leandro | N | 94578 | 37.703959 | -122.142694 | SL-000014 |
| 207 | 55618 | 701421 | Transit Shelter Display | Washington Ave WS 440ft S/O Floresta Blvd F/N - 1      | San Leandro | N | 94578 | 37.700674 | -122.140573 | SL-000015 |
| 208 | 52213 | 701411 | Transit Shelter Display | Washington Ave ES 100ft N/O Halcyon Dr F/S - 1         | San Leandro | N | 94578 | 37.702208 | -122.141147 | SL-000016 |
| 209 | 55213 | 701391 | Transit Shelter Display | Washington Ave ES 105ft N/O Springlake Dr F/S - 1      | San Leandro | N | 94578 | 37.694131 | -122.139004 | SL-000018 |
| 210 | 54734 | 701601 | Transit Shelter Display | Wicks Blvd ES 85ft N/O Manor Blvd F/S - 1              | San Leandro | N | 94577 | 37.691352 | -122.162857 | SL-000021 |
| 211 | 52107 | 701591 | Transit Shelter Display | Wicks Blvd WS 110ft S/O Manor Blvd F/N - 1             | San Leandro | N | 94577 | 37.6904   | -122.163    | SL-000022 |
| 212 | 58770 | 701511 | Transit Shelter Display | Lewelling Blvd SS 50ft W/O Calgary St F/W - 1          | San Leandro | N | 94579 | 37.680025 | -122.154416 | SL-000025 |
| 213 | 55821 | 701361 | Transit Shelter Display | Washington Ave ES 30ft S/O Lewelling Blvd F/S - 1      | San Leandro | N | 94579 | 37.685534 | -122.138764 | SL-000026 |
| 214 | 58762 | 701291 | Transit Shelter Display | Lewelling Blvd NS 658ft E/O Tropic Ct F/E - 1          | San Leandro | N | 94579 | 37.686755 | -122.134825 | SL-000029 |
| 215 | 53110 | 701381 | Transit Shelter Display | Lewelling Blvd NS 130ft W/O Tropic Ct F/E - 1          | San Leandro | N | 94579 | 37.686776 | -122.137767 | SL-000030 |
| 216 | 55330 | 701401 | Transit Shelter Display | Washington Ave ES 85ft N/O Fargo Ave F/S - 1           | San Leandro | N | 94579 | 37.688337 | -122.138841 | SL-000031 |
| 217 | 59589 | 701881 | Transit Shelter Display | East 14th St WS 100ft N/O Fairmont Dr F/N - 1          | San Leandro | N | 94578 | 37.703613 | -122.126459 | SL-000035 |
| 218 | 50200 | 701621 | Transit Shelter Display | East 14th St ES 115ft N/O Fairmont Dr F/S - 1          | San Leandro | N | 94578 | 37.703809 | -122.126254 | SL-000036 |
| 219 | 54785 | 701611 | Transit Shelter Display | Wicks Blvd WS 100ft S/O Burkhardt Ave F/N - 1          | San Leandro | N | 94579 | 37.68285  | -122.158103 | SL-000043 |
| 220 | 55851 | 701891 | Transit Shelter Display | East 14th St WS 55ft S/O 165th Ave F/N - 1             | San Leandro | N | 94578 | 37.693286 | -122.1118   | SL-000046 |
| 221 | 50700 | 701831 | Transit Shelter Display | East 14th St ES 14ft N/O 167th Ave F/S - 1             | San Leandro | N | 94578 | 37.692487 | -122.110124 | SL-000047 |
| 222 | 55366 | 700361 | Transit Shelter Display | Hesperian Blvd WS 125ft S/O Paseo Grande F/N - 1       | San Lorenzo | N | 94580 | 37.678843 | -122.126661 | SL-000027 |
| 223 | 57600 | 700351 | Transit Shelter Display | Hesperian Blvd ES 75ft N/O Paseo Grande F/S - 1        | San Lorenzo | N | 94580 | 37.680262 | -122.127103 | SL-000028 |
| 224 | 54040 | 702501 | Transit Shelter Display | San Pablo Ave WS 500ft S/O Church Ln F/N - 1           | San Pablo   | N | 94806 | 37.957673 | -122.33891  | EB-000087 |
| 225 | 57455 | 793031 | Transit Shelter Display | San Pablo Ave WS 75ft N/O San Pablo Dam Rd F/N - 1     | San Pablo   | N | 94806 | 37.953482 | -122.333885 | EB-000081 |
| 226 | 51757 | 703511 | Transit Shelter Display | San Pablo Ave ES 100ft N/O Van Ness St F/S - 1         | San Pablo   | N | 94806 | 37.968006 | -122.342848 | EB-000082 |
| 227 | 56113 | 702511 | Transit Shelter Display | San Pablo Ave ES 146ft S/O Church Ln F/S - 1           | San Pablo   | N | 94806 | 37.958483 | -122.339593 | EB-000083 |
| 228 | 55578 | 703331 | Transit Shelter Display | San Pablo Ave WS 100ft S/O Vale Rd F/N - 1             | San Pablo   | Y | 94806 | 37.955181 | -122.335429 | EB-000084 |
| 229 | 58111 | 703311 | Transit Shelter Display | San Pablo Ave WS 45ft N/O Tulare Ave F/N - 1           | San Pablo   | Y | 94804 | 37.951521 | -122.33294  | EB-000086 |
| 230 | 52251 | 702491 | Transit Shelter Display | San Pablo Ave WS 600ft S/O 23rd St F/N - 1             | San Pablo   | N | 94806 | 37.961318 | -122.343919 | EB-000089 |
| 231 | 56113 | 703301 | Transit Shelter Display | San Pablo Ave ES 100ft S/O San Pablo Dam Rd F/S - 1    | San Pablo   | Y | 94806 | 37.952752 | -122.333144 | EB-000090 |
| 232 | 56111 | 703341 | Transit Shelter Display | San Pablo Ave WS 50ft S/O Stone St F/N - 1             | San Pablo   | N | 94806 | 37.965825 | -122.344899 | EB-000101 |
| 233 | 56546 | 702991 | Non Ad Shelter          | Martin Luther King Jr. Way WS 4ft N/O Russell St. F/N  | Berkeley    | N | 94703 | 37.856261 | -122.271420 | EB-000031 |
| 234 | 55100 | 700881 | Non Ad Shelter          | San Pablo Ave ES 90ft N/O Gilman St F/ - 1             | Berkeley    | N | 94706 | 37.88075  | -122.295738 | EB-000041 |
| 235 | 57711 | 700911 | Non Ad Shelter          | Telegraph Ave ES 35ft S/O Dwight Way F/S - 1           | Berkeley    | N | 94704 | 37.865037 | -122.258349 | EB-000058 |
| 236 | 51510 | 703541 | Non Ad Shelter          | Derby St NS 9ft E/O Claremont Blvd                     | Berkeley    | N | 94705 | 37.862587 | -122.247048 | EB-000131 |
| 237 | 55535 | 793091 | Non Ad Shelter          | Telegraph Ave ES 36ft S/O Webster St F/S - 1           | Berkeley    | N | 94705 | 37.854982 | -122.259731 | EB-000054 |
| 238 | 55117 | 703241 | Non Ad Shelter          | San Pablo Ave ES 150ft N/O Potrero Ave F/S - 1         | El Cerrito  | N | 94530 | 37.921109 | -122.315268 | EB-000065 |
| 239 | 52221 | 703211 | Non Ad Shelter          | San Pablo Ave WS 120ft S/O Carlson Blvd F/N - 1        | El Cerrito  | N | 94530 | 37.898593 | -122.301803 | EB-000066 |
| 240 | 55506 | 703251 | Non Ad Shelter          | San Pablo Ave WS 185ft S/O Potrero Ave F/N - 1         | El Cerrito  | N | 94530 | 37.92014  | -122.314962 | EB-000067 |
| 241 | 58855 | 703221 | Non Ad Shelter          | San Pablo Ave ES 175ft N/O Moeser Lane F/S - 1         | El Cerrito  | N | 94530 | 37.911862 | -122.308879 | EB-000068 |
| 242 | 55562 | 703201 | Non Ad Shelter          | San Pablo Ave ES 80ft N/O Carlson Blvd F/S - 1         | El Cerrito  | N | 94530 | 37.89931  | -122.302    | EB-000069 |
| 243 | 50156 | 701671 | Non Ad Shelter          | Gallaudet Dr. ES 280ft S/O Walnut Ave. F/S - 1         | Fremont     | N | 94538 | 37.558612 | -121.970441 | EB-000146 |
| 244 | 57550 | 702021 | Non Ad Shelter          | Hesperian Blvd. WS 47ft S/O Oliver Dr. F/S - 1         | Hayward     | N | 94545 | 37.626663 | -122.093884 | EB-000125 |
| 245 | 53119 | 702211 | Non Ad Shelter          | B St. NS 43ft W/O Templeton St. F/E - 1                | Hayward     | N | 94541 | 37.681497 | -122.067971 | HD-000010 |
| 246 | 51513 | 704141 | Non Ad Shelter          | B St NS 70ft W/O Foothill Blvd F/ - 1                  | Hayward     | N | 94541 | 37.673845 | -122.081349 | HD-000011 |
| 247 | 53351 | 704151 | Non Ad Shelter          | B St NS 100ft W/O Main St F/ - 1                       | Hayward     | N | 94541 | 31.672634 | -122.083152 | HD-000012 |



Alameda-Contra Costa Transit District  
Request for Proposals - 2023-1605 Transit Shelter Maintenance

|     |            |        |                |                                                 |             |   |       |           |             |           |
|-----|------------|--------|----------------|-------------------------------------------------|-------------|---|-------|-----------|-------------|-----------|
| 248 | 55325      | 702341 | Non Ad Shelter | B St WS 126ft S/O Mission Blvd F/ - 1           | Hayward     | N | 94541 | 37.671937 | -122.084382 | HD-000013 |
| 249 | No stop id | 700271 | Non Ad Shelter | A St. NS 50ft E/O Western Blvd. F/E - 1         | Hayward     | N | 94541 | 37.671140 | -122.089729 | HD-000018 |
| 250 | 53391      | 700641 | Non Ad Shelter | Hayward Blvd 50ft W/O Civic Ave F/ - 1          | Hayward     | N | 94542 | 37.65571  | -122.048113 | HD-000040 |
| 251 | 59569      | 700441 | Non Ad Shelter | Patrick St ES 51ft N/O Roosevelt Ave F/S - 1    | Hayward     | N | 94544 | 37.633774 | -122.079211 | HD-000062 |
| 252 | 56166      | 701961 | Non Ad Shelter | Hesperian Blvd. 100ft S/O Catalpa Way F/ - 1    | Hayward     | N | 94545 | 37.620211 | -122.089983 | HD-000067 |
| 253 | 53443      | 702311 | Non Ad Shelter | Mission Blvd ES 101ft N/O Highland Blvd F/S - 1 | Hayward     | N | 94542 | 37.663933 | -122.076631 |           |
| 254 | 55089      | 700471 | Non Ad Shelter | 2nd St WS 186ft S/O B St F/S - 1                | Hayward     | N | 94541 | 37.674826 | -122.078853 | EB-000132 |
| 255 | 55347      | 701731 | Non Ad Shelter | Cedar Blvd SS 100ft E/O Newark Blvd F/ - 1      | Newark      | N | 94560 | 37.548517 | -122.04381  | NW-000003 |
| 256 | 57116      | 701721 | Non Ad Shelter | Cedar Blvd. NS 350ft W/O Chapman Dr. F/ - 1     | Newark      | N | 94560 | 37.549170 | -122.043546 | NW-000004 |
| 257 | 50502      | 702331 | Non Ad Shelter | MacDonald Ave NS 20ft E/O 44th St F/ - 1        | Richmond    | N | 94805 | 37.933118 | -122.328458 | EB-000074 |
| 258 | 54311      | 702261 | Non Ad Shelter | MacDonald Ave NS 20ft W/O 42nd St F/ - 1        | Richmond    | N | 94805 | 37.933360 | -122.330181 | EB-000075 |
| 259 | 55484      | 701321 | Non Ad Shelter | Aurora Dr ES 150ft S/O Walnut Ave F/ - 1        | San Leandro | N | 94577 | 37.703164 | -122.185475 | EB-000104 |
| 260 | 56621      | 009330 | Non Ad Shelter | Davis St NS 57ft W/O Warden Ave F/E - 1         | San Leandro | N | 94577 | 37.718444 | -122.180171 | EB-000123 |
| 261 | 53900      | 009332 | Non Ad Shelter | Davis St SS 58ft W/O Timothy Dr F/W - 1         | San Leandro | N | 94577 | 37.718198 | -122.180107 | EB-000124 |
| 262 | 50630      | 701341 | Non Ad Shelter | Estudillo Ave NS 170ft E/O Harrison St F/ - 1   | San Leandro | N | 94577 | 37.725663 | -122.153715 | SL-000011 |
| 263 | 51761      | 701281 | Non Ad Shelter | Wicks Blvd. ES 80ft N/O Liberty Way F/S - 1     | San Leandro | N | 94579 | 37.686839 | -122.161069 | SL-000023 |
| 264 | 58498      | 701342 | Non Ad Shelter | Washington Ave ES 57ft S/O 2nd Ave F/ -         | San Leandro | N | 94577 | 37.715539 | -122.150096 | EB-000105 |
| 265 | 55811      | 703321 | Non Ad Shelter | San Pablo Ave ES 90ft N/O Vale Rd F/S - 1       | San Pablo   | N | 94806 | 37.955437 | -122.335384 | EB-000085 |
| 266 | 58884      | 793041 | Kiosk          | San Pablo Ave WS 110ft S/O Garvin Ave F/N - 1   | Richmond    | Y | 94805 | 37.94334  | -122.329026 | EB-000077 |
| 267 | 58300      | 703281 | Kiosk          | San Pablo Ave ES 35ft N/O Garvin Ave F/S - 1-3  | Richmond    | N | 94805 | 37.94415  | -122.329099 | EB-000079 |
| 268 | 55594      | 703231 | Kiosk          | San Pablo Ave 26ft S/O Moeser Lane F/ - 1       | El Cerrito  | N | 94530 | 37.911087 | -122.308618 | EB-000070 |
| 269 | 56533      | 700321 | Kiosk          | East 14th St. SS 75ft E/O Parrott St. F/W - 1-3 | San Leandro | N | 94577 | 37.722424 | -122.152538 |           |
| 270 | 55669      | 701331 | Kiosk          | East 14th St. SS 350ft E/O 136th Ave. F/W - 1-3 | San Leandro | N | 94578 | 37.714303 | -122.141647 |           |



**EXHIBIT B  
TRANSIT CENTER INVENTORY**

| Number | AC Transit Stop ID | Media Product Name | Sales Address                                     | Area Name | Zip   | Latitude    | Longitude    |
|--------|--------------------|--------------------|---------------------------------------------------|-----------|-------|-------------|--------------|
| 1      | 55558              | Non Ad Shelter     | Thomas L. Berkeley Way NS 165ft E/O Telegraph Ave | Oakland   | 94612 | 37.80962468 | -122.2693905 |
| 2      | 57999              | Non Ad Shelter     | Thomas L. Berkeley Way NS 35ft E/O Telegraph Ave  | Oakland   | 94612 | 37.80941911 | -122.2690422 |
| 3      | 52815              | Non Ad Shelter     | Thomas L. Berkeley Way NS 75ft W/O Broadway       | Oakland   | 94612 | 37.80931205 | -122.2686693 |
| 4      | 55777              | Non Ad Shelter     | Thomas L. Berkeley Way SS 200ft E/O Telegraph Ave | Oakland   | 94612 | 37.80918279 | -122.2687900 |
| 5      | 53888              | Non Ad Shelter     | Thomas L. Berkeley Way SS 30ft W/O Broadway       | Oakland   | 94612 | 37.80911498 | -122.2683796 |
| 6      | 56565              | Non Ad Shelter     | Thomas L. Berkeley Way SS 75ft E/O Telegraph Ave  | Oakland   | 94612 | 37.80932477 | -122.2691762 |

**EXHIBIT C  
BUS RAPID TRANSIT STATION INVENTORY**

| NUMBER | 511 ID | STATION NAME                | ADDRESS                  | CITY        | POSTION       |
|--------|--------|-----------------------------|--------------------------|-------------|---------------|
| 1      | 52541  | San Leandro BART            | 1401 SAN LEANDRO BLVD    | SAN LEANDRO | Median, NB/SB |
| 2      | 52405  | Downtown San Leandro SB     | 310 EAST 14TH ST         | SAN LEANDRO | Curbside, SB  |
| 3      | 52414  | Downtown San Leandro NB     | 310 DAVIS ST             | SAN LEANDRO | Curbside, NB  |
| 4      | 52415  | San Leandro Civic Center SB | 833 EAST 14TH ST         | SAN LEANDRO | Curbside, SB  |
| 5      | 52404  | San Leandro Civic Center NB | 998 EAST 14TH ST         | SAN LEANDRO | Curbside, NB  |
| 6      | 52426  | Georgia Way NB              | 419 EAST 14TH ST         | SAN LEANDRO | Curbside, NB  |
| 7      | 52427  | Georgia Way SB              | 419 EAST 14TH ST         | SAN LEANDRO | Curbside, SB  |
| 8      | 52428  | Durant Avenue               | 116 EAST 14TH ST         | SAN LEANDRO | Median, NB/SB |
| 9      | 52435  | 103rd Avenue                | 10229 INTERNATIONAL BLVD | OAKLAND     | Median, NB/SB |
| 10     | 52462  | 98th Avenue                 | 9914 INTERNATIONAL BLVD  | OAKLAND     | Median, NB/SB |
| 11     | 52467  | 95th Avenue                 | 9522 INTERNATIONAL BLVD  | OAKLAND     | Median, NB/SB |
| 12     | 52474  | 90th Avenue                 | 9025 INTERNATIONAL BLVD  | OAKLAND     | Median, NB/SB |
| 13     | 52476  | 86th Ave                    | 8613 INTERNATIONAL BLVD  | OAKLAND     | Median, NB/SB |
| 14     | 52482  | 82nd Avenue                 | 8146 INTERNATIONAL BLVD  | OAKLAND     | Median, NB/SB |
| 15     | 52485  | 77th Avenue                 | 7608 INTERNATIONAL BLVD  | OAKLAND     | Median, NB/SB |
| 16     | 52489  | 73rd Avenue                 | 7120 INTERNATIONAL BLVD  | OAKLAND     | Median, NB/SB |
| 17     | 52494  | 67th Avenue                 | 6718 INTERNATIONAL BLVD  | OAKLAND     | Median, NB/SB |
| 18     | 52498  | 63rd Avenue                 | 6317 INTERNATIONAL BLVD  | OAKLAND     | Median, NB/SB |
| 19     | 52504  | Seminary                    | 5728 INTERNATIONAL BLVD  | OAKLAND     | Median, NB/SB |
| 20     | 52606  | 54th Avenue                 | 5305 INTERNATIONAL BLVD  | OAKLAND     | Median, NB/SB |
| 21     | 52507  | 48th Avenue                 | 4927 INTERNATIONAL BLVD  | OAKLAND     | Median, NB/SB |
| 22     | 52509  | High Street                 | 4438 INTERNATIONAL BLVD  | OAKLAND     | Median, NB/SB |
| 23     | 52602  | 39th Avenue                 | 3842 INTERNATIONAL BLVD  | OAKLAND     | Median, NB/SB |
| 24     | 52597  | Fruitvale                   | 3401 INTERNATIONAL BLVD  | OAKLAND     | Median, NB/SB |
| 25     | 52594  | 31st Avenue                 | 3050 INTERNATIONAL BLVD  | OAKLAND     | Median, NB/SB |
| 26     | 52514  | 28th Avenue                 | 2758 INTERNATIONAL BLVD  | OAKLAND     | Median, NB/SB |
| 27     | 52517  | 24th Avenue                 | 2401 INTERNATIONAL BLVD  | OAKLAND     | Median, NB/SB |
| 28     | 52519  | 20th Avenue                 | 2023 INTERNATIONAL BLVD  | OAKLAND     | Median, NB/SB |
| 29     | 52536  | 14th Avenue NB              | 1400 INTERNATIONAL BLVD  | OAKLAND     | Curbside, NB  |
| 30     | 52538  | 10th Avenue NB              | 1003 INTERNATIONAL BLVD  | OAKLAND     | Curbside, NB  |
| 31     | 52547  | 5th Avenue NB               | 440 INTERNATIONAL BLVD   | OAKLAND     | Curbside, NB  |
| 32     | 52549  | 2nd Avenue NB               | 200 INTERNATIONAL BLVD   | OAKLAND     | Curbside, NB  |
| 33     | 52539  | 10th Avenue SB              | 1111 EAST 12TH ST        | OAKLAND     | Curbside, SB  |
| 34     | 52537  | 14th Avenue SB              | 1402 EAST 12TH ST        | OAKLAND     | Curbside, SB  |
| 35     | 52583  | 14th Street SB              | 1402 EAST 12TH ST        | OAKLAND     | Curbside, SB  |
| 36     | 52546  | 5th Avenue SB               | 655 EAST 12TH ST         | OAKLAND     | Curbside, SB  |
| 37     | 52548  | 2nd Avenue SB               | 201 EAST 12TH ST         | OAKLAND     | Curbside, SB  |
| 38     | 52586  | City Center SB              | 1005 11TH ST             | OAKLAND     | Curbside, SB  |
| 39     | 52591  | Harrison SB                 | 261 11TH ST              | OAKLAND     | Curbside, SB  |
| 40     | 52573  | Madison SB                  | 157 11TH ST              | OAKLAND     | Curbside, SB  |
| 41     | 52593  | Harrison NB                 | 360 12TH ST              | OAKLAND     | Curbside, NB  |
| 42     | 52584  | City Center NB              | 410 12TH ST              | OAKLAND     | Curbside, NB  |
| 43     | 52571  | Madison NB                  | 148 12TH ST              | OAKLAND     | Curbside, NB  |
| 44     | 52679  | Uptown Oakland SB           | 2001 BROADWAY            | OAKLAND     | Curbside, SB  |
| 45     | 52574  | Uptown Oakland NB           | 1970 BROADWAY            | OAKLAND     | Curbside, NB  |
| 45     | 52581  | 14th Street NB              | 1416 BROADWAY            | OAKLAND     | Curbside, NB  |