

# REQUEST FOR PROPOSAL

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

**PROPOSALS MUST BE RECEIVED at 10626**  
**International Blvd. by September 8, 2009 at**  
**10:00 a.m.**

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

**SIGN AND RETURN THIS PAGE**  
**CONTRACT PROPOSAL NO.: 2009-1111**  
**Date: August 4, 2009**

**TITLE: ON BOARD VIDEO**  
**SURVEILLANCE SYSTEM (OBVSS)**

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

## **ALL PROPOSERS COMPLETE THIS SECTION:**

**2009**

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

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

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

\_\_\_\_\_  
City

\_\_\_\_\_  
State

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

### **IF SOLE OWNER, sign here:**

I sign as sole owner of the business named above:

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

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

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

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

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

### **IF CORPORATION, sign here:**

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

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

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

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

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

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

# GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR PROPOSERS

## 1. RENDITION OF SERVICES

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

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

## 2. CONTRACTOR'S STATUS

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

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

## 3. OWNERSHIP OF WORK

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

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

## 4. RECORDS

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

## 5. TERMINATION FOR DEFAULT

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

## 6. TERMINATION FOR CONVENIENCE

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

## 7. NON-DISCRIMINATION

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

## 8. INDEMNIFICATION

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

## 9. CHANGES

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

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

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

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

## 10. DISPUTE RESOLUTION

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

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

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

## 11. NO ASSIGNMENT

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

## 12. PROHIBITED INTERESTS

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

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

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

## 13. WAIVER

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

## 14. GOVERNING LAW

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

## 15. INSURANCE

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

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**16. GENERAL INFORMATION**

Alameda-Contra Costa Transit District is a Special District, organized under the laws of the State of California, which provides public transit service to approximately 220,000 riders daily with a fleet of over 640 buses. The District's service area extends from western Contra Costa County to southern Alameda County. The District has approximately 2,300 employees and is financed through the receipt of transit fares, property taxes, state, and federal funding.

This Request for Proposal (RFP) outlines the specifications of the requested base order of the On Board Video Surveillance System (OBVSS), and the optional ordering /ordering period, as well as information that should be included in proposals.

**A Pre-Proposal Conference** to be held on **August 25, 2009, 1:00 p.m.** at 10626 International Blvd., Oakland, CA 94603 in the CMF conference room. Teleconference is acceptable. Access instructions: Dial (888) 354-0094, will be prompted for the conference code 3951161. It is requested that contractors expecting to attend this conference, please **RSVP by August 21, 2009** at telephone number (510) 577-8822 or send an email to [jwoodard@actransit.org](mailto:jwoodard@actransit.org).

The Conference will consist of a discussion of the requirements and a question and answer period. Questions and/or requests for clarifications regarding the RFP should be directed to the individual at the address reflected below. Proposer inquiries must be submitted in writing and received **no later than August 20, 2009, by 10:00 a.m.**, in order to allow District Staff sufficient time to prepare responses.

AC Transit  
Purchasing Department  
Attn: Jamell Woodard, Contract Specialist  
10626 International Blvd  
Oakland, CA 94603  
E-mail: [jwoodard@actransit.org](mailto:jwoodard@actransit.org)

Written questions submitted prior to and questions raised at the Pre-Proposal Conference will be answered, and if appropriate, by written addendum to the RFP. Upon issuance of such, Addendum will become a part of the proposal documents and binding on all eligible proposers.

**To be considered, one (1) original and three (3) copies of written proposals must be submitted** to Jamell Woodard, Purchasing Department, AC Transit District, 10626 International Blvd., Oakland, California 94603 **no later than 10:00 a.m. on September 8, 2009.** All proposals should be clearly marked **ON**

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**BOARD VIDEO SURVEILLANCE SYSTEM (OBVSS). Proposals not received by the designated time will not be considered for award.**

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

**17. SCOPE OF WORK**

See OBVSS specifications in this RFP.

**18. PROPOSAL REQUIREMENTS**

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

- A. The Contractor's name, address, telephone and fax numbers, and email address, plus the point of contact for this project.
- B. Description of the proposed OBVSS to be installed in the District's vehicles, meeting the technical specifications, including the technical approach that would best result in problem free operation.
- C. Demonstrate how the proposed OBVSS system will meet all the system specifications as stated in this RFP.
- D. Provide a brief description of all projects during the last three (3) years. This shall include the (1) name of the property, with a point of contact (name, telephone number and email address); (2) fleet size; (3) model number; and (4) a brief description of the outcome of the project.
- E. Provide **three (3)** references from similar size projects (property size and bus quantities) where the OBVSS has been installed. References shall include a point of contact, telephone number, and email address.
- F. A statement that the insurance coverage required for the project can be obtained and will be carried without reservation or exclusion should a contractor be awarded the contract.

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- G. Fully executed Federal Transit Administration (FTA) Certifications attached to this RFP
- H. Other Certifications attached to this RFP.
- I. Fully completed Cost Matrix, Attachment 1, which shall be submitted in a **separate envelope.**

**19. EVALUATION AND AWARD**

- A. Evaluation Criteria in order of importance:

Technical:

- Technical credibility of the system based on the proposed system meeting technical specifications.
- Technical approach that results in a problem free operation.
- Demonstrate the systems' ability to interlay with existing or purchased onboard hardware into all District vehicles.
- Demonstrate the system's ability to fully integrate with future District networks (i.e., w/lan and designated fixed end equipment).
- Demonstrate that the proposed system will be fully compatible to fixed end System integration.

Cost

Past Performance

- Technical integration of installed systems demonstrating the most experience with best results. Referenced projects shall be of similar property and bus quantity size as the District, as related to system networking.

- B. Evaluation Process

- All proposals are evaluated and ranked on technical criteria specified in the solicitation.
- Proposals that are technically acceptable are re-evaluated with cost as a consideration.

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- Using both technical and cost criteria, proposals are ranked accordingly to a competitive range.
- District may negotiate with all responsible proposers in the competitive range.
- The District, at its sole discretion, will determine whether to hold discussions with proposers who are in the “competitive range” or to award the contract without discussion based on the initial price proposal.

C. Award

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

**20. RIGHTS IN DATA**

The term “subject data” as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered, under this Agreement. The term includes graphic or pictorial delineation in media; text in specifications or related performance or design-type documents; machine forms. Except for its own internal use, the Contractor may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the District, until such time as the District may have either released or approved the release of such data to the public.

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

**21. RELEASE OF INFORMATION**

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

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**22. OPTIONAL QUANTITIES (PRICED)**

At its sole discretion, the District may exercise the option to purchase additional On Board Video Surveillance System (OBVSS) in accordance with the bid form.

**23. INSURANCE**

**A. Minimum Scope of Insurance.**

**1. Coverage shall be least as broad as:**

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

**B. Minimum Limits of Insurance.**

**1. Contractor shall maintain limits no less than:**

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

**C. Deductible and/or Self-Insured Retentions.**

Any deductibles and/or self-insured retentions must be declared to and approved by the District. The District reserves the option to: 1) Require the insurer to reduce or eliminate such deductible and self-insured retention as to the District, and/or; 2) Require the Contractor to procure a

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bond guaranteeing the payment of any deductible or self-insured retention of losses, related investigations, claims, administration, and defense expenses.

D. Other Insurance Provisions.

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

1. General Liability, Automotive Liability

a. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If an aggregate limit is used, either a separate aggregate limit shall apply to this project/location or the aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. The District, its directors, officers, officials, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor, automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the District, its directors, officers, officials, employees, or volunteers.
4. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its directors, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
5. Any failure with reporting provisions of the policies including breaches of warranties, shall not affect

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coverage provided to the District, its directors, officers, officials, employees, or volunteers.

6. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

b. Workers' Compensation and Employers Liability

The insurer shall agree to waive all rights of subrogation against the District, its directors, officers, officials, employees, and volunteers for losses arising from work performed by the Contractor for the District.

c. All Coverage

1. Each policy required shall be endorsed to state that the coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the District addressed to Risk Manager, Alameda-Contra Costa Transit District, 1600 Franklin Street, Oakland, California 94612.
2. Each policy is to be on an "Occurrence" form. "Claims Made" form requires prior approval by the District as well as Contractor being required to provide acceptable evidence of the policy's retroactive date, and will be also required to maintain the coverage with the same retroactive date for a period of not less than five (5) years following termination of services under the Contract.

E. Acceptability of Insurance

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

F. Verification of Coverage

Contractor shall furnish the District with appropriate Certificates of Insurance and with original Endorsements effecting coverage required. The Certificates and Endorsements are to be signed by a person authorized by

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the insurer to bind coverage. The Certifications and Endorsements are to be received and approved by the District prior to the commencement of any work under the Contract. The District reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Other Requirements

1. Should any work under this Contract be sublet, the Contractor shall require each Sub-contractor of any tier to comply with all of the Contract's insurance provisions and provide proof of such compliance to the District.
2. These insurance requirements are not intended to and shall not in any manner limit or otherwise qualify the liabilities and obligations otherwise assumed by the Contractor under this Contract, including but not limited to the provisions concerning indemnification.
3. Compliance with these insurance requirements is considered a material part of the Contract, and breach of any provision may, at the option of the District, be considered a material breach of the Contract and result in action by the District to withhold payment and/or terminate the Contract.

**24. PROTEST PROCEDURES**

A. Protest Before Opening

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

B. Protest of Award

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

Copies of the District's Procurement Protest Procedures should be obtained from the District's Procurement and Materials Director. The Procurement Protest Procedures will be provided immediately upon request. FAILURE TO COMPLY

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WITH ANY OF THE REQUIREMENTS SET FORTH IN THE DISTRICT'S WRITTEN PROPOSAL PROTEST PROCEDURES MAY RESULT IN REJECTION OF THE PROTEST.

**25. PROHIBITED INTERESTS**

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

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

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

**26. EQUAL OPPORTUNITY/NON DISCRIMINATION**

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

**27. SMALL LOCAL BUSINESS PROGRAM**

AC Transit has established a Small Local Business Procurement Program (Board Policy 351) to ensure that small local business enterprises have a meaningful opportunity to participate in AC Transit's procurements. AC Transit believes that a Small Local Business Procurement Policy can provide support to small local businesses and enable them to more effectively compete for AC Transit procurements, especially those businesses that have been at a disadvantage in the past. Under the current Policy, a Small Local Business is a business which meets the U.S. Government's Small Business Administration (SBA) size standard and is located within AC Transit's geographical service area.

Contractors doing business with AC Transit are encouraged to utilize small local businesses in their subcontracts. Contractors responding to this solicitation **shall** complete and submit with their response, the Small Local Business

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Procurement Worksheet (attached to this solicitation), which indicates whether they intend to use small local businesses in the contract to be awarded, and, if so, the percentages of contract work to be allocated to small local businesses. Contractors can contact the Contract Specialist or Buyer assigned to this procurement for information on SLBE resources. (Attachment 3)

**28. FURTHER INFORMATION**

Prospective proposers may contact Jamell Woodard, by calling (510) 577-8822, between the hours of 7:30 a.m. and 3:30 p.m., Monday through Friday, holidays excepted, for further information.

**[END OF SPECIAL CONDITIONS]**

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**29. INCORPORATION OF FTA TERMS**

Provisions 29 through 46 are Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 01, 2008 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 document. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any AC TRANSIT requests that would cause AC TRANSIT to be in violation of the FTA terms and conditions.

**30. NO FEDERAL GOVERNMENT OBLIGATION 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 contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the District.

**31. FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD**

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq and U.S DOT. Regulations "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes 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.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by 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. §

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5307(n)(1) on the Contractor, the extent the Federal Government deems appropriate.

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

**32. ACCESS TO THIRD PARTY CONTRACT RECORDS**

The following access to records requirements apply to this Contract:

- A. Contractor agrees to provide the District, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees 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 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. Reference 49 CFR 18.39(i)(11).

**33. CHANGES TO FEDERAL REQUIREMENTS**

- A. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract (Form FTA MA (2) dated October, 1995) 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.

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- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**34. CIVIL RIGHTS (Title VI, EEO, ADA)**

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

- B. Equal Employment Opportunity The following equal employment opportunity requirements apply to this contract:

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and

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Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

**35. TERMINATION / RESOLUTION OF DISPUTES**

**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 effected 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 together 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**

1. 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

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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.

2. 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 services 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, upon application therefore by the Contractor and based upon unforeseen causes beyond the control and without the fault or negligence of the Contractor such as Acts of God which render impossible the Contractor's performance under the contract. An "Act of God" shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature beyond the power of the Contractor to foresee or make preparation in defense against.

D. Disputes

Performance During Dispute - Unless otherwise directed by the District, Contractor shall continue performance under the Contract while matters in dispute are being resolved. Further, the District shall pay Contractor for any undisputed work performed by Contractor prior to or during the resolution of the matters in dispute.

E. Alternative Dispute Resolution/Mandatory Arbitration

1. In the event that any controversy, claim or dispute between the District and the Contractor arising out of or related to this Contract,

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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) 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) day period, request the utilization of the services 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.

2. Mandatory and Binding Arbitration
  - a. In the event that 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) 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

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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 proceedings provided hereunder are 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, 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. Waiver of Remedies for any Breach

In the event that the District elects to waive its remedies for any breach by the Contractor of any covenant, term, or

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condition of this Contract, such waiver by the District shall not limit the district's remedies for any succeeding breach of that or any other term, covenant, or condition of this Contract.

**36. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

- A. It is the policy of the District to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBEs) can compete fairly for contracts and subcontracts relating to the District's construction, procurement and professional services activities. To this end, the District has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. In connection with the performance of this contract, the Contractor will cooperate with the District in meeting these commitments and objectives.
- B. The District, recipient of federal financial assistance from the Federal Transit Administration (FTA) is committed to and has adopted a DBE Program in accordance with federal regulations 49 CFR Part 26, issued by the U.S. Department of Transportation (U.S. DOT).
- C. Pursuant to 49 CFR §26.13, the Contractor is required to make the following assurance in its agreement with the District and to include this assurance in any agreements it makes with Subcontractors in the performance of this contract:

"The Contractor or subcontractor 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. Failure by the Contractor or Subcontractor 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."

Any bidder who would like to request additional information or ask questions regarding the District's DBE Program may contact the District's DBE Representative at (510) 577-8818.

Prompt Payment to Subcontractors. The contractor shall pay any subcontractors approved by the District for work that has been satisfactorily performed no later than thirty (30) days from the date of contractor's receipt of progress payments by the District. Within sixty (60) days of satisfactory completion of all work

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required of the subcontractor, contractor shall release any retainage payments withheld to the subcontractor. (Attachment 4)

**37. SUSPENSION and DEBARMENT**

- A. The prospective lower tier participant certifies, by submission of their bid or submittal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (Attachment 6)
- B. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this submittal.

**38. BUY AMERICA**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

Contractor must complete and execute the form entitled "Buy America Provision" which is attached hereto and is an integral part of this Contract. (Attachment 7)

**39. LOBBYING**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or submittal for an award of \$100,000 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

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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. (Attachments 8 and 9)

**40. CLEAN AIR**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air, 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.

**41. CLEAN WATER**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the 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.

**42. BOND REQUIREMENTS**

Performance Bond

A performance bond shall be executed within ten (10) working days after the signing of a Contract in an amount not less than one hundred percent (100%) of the total Contract price. The performance bond, shall guarantee the Contractor's faithful performance of the installation portion of this Contract in compliance with all terms, conditions and requirements specified in the Contract Documents. (Attachment 10)

**43. CARGO PREFERENCE**

The contractor agrees:

- A. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

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- B. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the District (through the contractor in the case of a subcontractor's bill-of-lading.);
- C. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**44. FLY AMERICA**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**45. ENERGY CONSERVATION**

Contractor shall recognize 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 (42 U.S.C. Section 6321 et seq.)

**46. NOTIFICATION OF FEDERAL PARTICIPATION**

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

**[END OF FEDERAL CLAUSES]**

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SCOPE OF WORK

1. **GENERAL INFORMATION**

- A. **Program Manager:** Larry Perea  
1600 Franklin Street  
3rd Floor  
Oakland, CA 94612  
510-891-4797  
lperea@actransit.org
- B. **Project Manager:** Ernie Orozco  
Central Maintenance Facility (CMF)  
10626 International Blvd.  
Oakland, CA 94612  
510-577-8875  
eorozco@actransit.org

2. **PROJECT MANAGEMENT**

A. General

The Contractor shall supply all documentation in Microsoft Word, Excel or PowerPoint and Adobe PDF formats, with District granted full rights to reprint as needed.

B. Experience

The OBVSS supplier must be able to prove five (5) years experience providing service to public transit agencies with the ability to document over 5,000 systems in service.

C. Invoicing

The Contractor shall only submit an invoice once the District has determined that a progress payment milestone has been achieved, in accordance with the following milestone schedule:

**Milestone Payment Schedule (Base Order ONLY)**

|                                                                                                                    |     |
|--------------------------------------------------------------------------------------------------------------------|-----|
| Installation, Testing & Acceptance of Mini-Fleet<br>(100% fully installed and operational) (See SOW Paragraph 7.F) | 15% |
| Installation, Test & Acceptance of Each System<br>(100% completed installation)                                    | 50% |
| Final System Acceptance Fully Installed<br>(See SOW Paragraph 7.Q)                                                 | 35% |

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**3. PROJECT STATUS TRACKING**

- A. The Contractor shall prepare a System Implementation Plan, including the detailed implementation activities/schedule, action items list, progress milestones/status, assigned staff and District resource requirements.
- B. The initial draft of the System Implementation Plan shall be provided to the District within two (2) weeks from Notice to Proceed.
- C. The revised System Implementation Plan, addressing comments from the first onsite meeting, shall be provided to the District within two (2) weeks after this meeting.
- D. The System Implementation Plan must be approved and accepted by the District before it can become effective.
- E. The System Implementation Plan and progress report shall be submitted to the District bi-weekly, meaning at the beginning and middle of each month. The Contractor shall maintain an Action Items List, indicating for each item the following: (1) Reference number: (2) date generated: (3) brief item descriptive title: (4) person assigned with lead resolutions responsibility: (5) date resolved: and (6) ongoing dated notes on resolution status.
- F. The Action Items List shall be sorted, primarily by unresolved vs. resolved items and secondarily by the date the item was generated.

**4. BI-WEEKLY CONFERENCE CALLS**

- A. The Contractor shall participate in bi-weekly conference calls with the District's Project Manager, other District staff and outside consultants as determined by the District Project Manager.
- B. The Agenda for these meetings will be to discuss the most current status of and plans related to all issues identified in the recent releases of the System Implementation Plan and Action Items List.
- C. The District reserves the right to identify for discussion any additional issues beyond those in the System Implementation Plan and Action Items List.
- D. A status report shall be issued to the District at least two (2) days prior to each conference call, including: (1) an agenda for the upcoming conference call, highlighting key discussion items: and (2) an updated Action Items List with the updates incorporating the discussions of the

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previous bi-weekly conference call as well as other subsequent developments since the previous Action Items List release.

- E. The Contractor shall be represented in these conference calls by, at minimum, their Project Manager, as well as any additional Contractor staff necessary to properly address the current issues and project status.
- F. The District will be represented by their designated implementation management representatives. Conference call facilities will be arranged and paid for by the Contractor.
- G. The Contractor shall submit minutes within two (2) days of each conference call and approved by the project manager.

**5. MINIMUM REQUIRED ONSITE WORK**

- A. Onsite Effort #1: The Contractor shall be prepared to discuss District feedback (at a District location TBD after award) on draft System Implementation Plan and conduct Requirements Review.
- B. Onsite Effort #2: The Contractor shall be prepared to discuss District feedback on draft Design Review documentation. Design effort will include a range of Contractor staff and will likely involve several different onsite trips for gathering data.
- C. Onsite Effort #3: During this onsite effort, the Contractor shall install system and conduct acceptance testing. These onsite installation and testing efforts will occur over an extended period, and will include a range of Contractor staff and will likely involve several different onsite trips.

**6. DESIGN REVIEW**

- A. The Contractor shall participate in the Requirements Review meeting. The Requirements Review meeting will establish the consolidated version of each contract requirement given the combination of the specification, proposal and correspondence during the procurement process. After the meeting, these will be documented by District as the Contract Baseline Matrix. This meeting will also discuss for each requirement: (1) the District design intent: (2) the intended Contractor design approach: and (3) the general Contractor approach to demonstration through the acceptance testing process.
- B. The Contractor shall submit draft Design review Documentation within four weeks of the Requirements Review meeting.

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- C. The Design Review Documentation shall include the following materials: (1) an overview of the equipment, system and configuration proposed for implementation: (2) detailed technical documentation for each equipment item: (3) detailed technical documentation on all software, addressing the functions of each module, the format of all user interface screens, the format of all reports, the data fields to be included in all data exchange interfaces and any other software aspects warranting advance agreement with the District prior to system customization configuration: and (4) a table detailing the approach taken in the design to address each individual contract requirement (subsequently referred to as the Requirements Matrix).
- D. The Contractor shall also submit Installation Design Documentation as part of the overall Design Review Documentation, for District approval prior to undertaking any installations.
- E. The Installation Design Documentation shall provide text, drawings, illustrations and images using adequate detail to allow for quality installation by a technician without further training.
- F. The Installation Design Documentation shall include details on: (1) equipment installation locations/mounting: (2) routing, conductors, color-coding, labeling, and connectors for power and communications connections: (3) connections with any required modifications to and restoration of existing infrastructure: (4) work area and equipment storage requirements: (5) methods and quality standards: and (6) supervisions and quality assurance procedures.
- G. The Contractor shall supply all documentation in Microsoft Word, Excel or PowerPoint and Adobe PDF formats, with District granted full rights to reprint as needed.
- H. The Preliminary Design Review meeting will include discussions with District on their feedback on the Design Review Documentations, and shall occur within four weeks after the draft Design Review Documentation has been submitted.
- I. The Contractor shall submit the updated Design Review Documentation within three weeks of the Preliminary Design Review meeting.
- J. The Design Review Documentation is intended only to reduce the chance of any misunderstandings on the design intent or interpretation of the contract requirements. The Design Review Documentation shall not alter the need for the successful formal demonstration of each requirement through the Acceptance Testing process.

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**7. ACCEPTANCE TESTING**

- A. The Contractor shall submit an Acceptance Test Procedures document, for District approval prior to undertaking any testing.
- B. The Acceptance Test Procedures document shall clearly address: (1) how each testable specification requirement will be demonstrated, including the method for performing the test; (2) the results that will constitute success for each test; (3) responsibilities of both Contractor and District representatives during each test.
- C. The Contractor shall prepare all deliverables in Microsoft Word, Excel or PowerPoint and Adobe PDF formats, with District granted full rights to reprint as needed.
- D. The Acceptance Test Procedures document shall be submitted to District at least three weeks in advance of any intended testing.
- E. The Acceptance Test Procedures document shall incorporate the following distinct testing steps: (1) Mini-Fleet Testing; (2) System Testing; and (3) Burn-In Testing.
- F. Mini-Fleet Testing shall consist of equipping 15 buses, consisting of the following:
  - Five (5) 30' Buses;
  - Five (5) 40' buses with 2 rear doors; and
  - Five (5) 60' buses with 3 rear doors
- 1. The purpose of the Mini-Fleet Test is to demonstrate that the system is operating as required before equipping the entire fleet.
- 2. Any deficiencies witnessed during the Mini-Fleet Test shall be rectified and documented before equipping any additional vehicles.
- 3. Mini-Fleet Testing shall be witnessed by District representatives (District staff and/or designated support consultants).
- G. System Testing shall be completed after the entire system has been installed, and deficiencies shall be rectified and documented before the initiation of Burn-in Testing.
- H. System Testing shall include the testing of all spare components. District Representatives shall witness system testing. Burn-in Testing shall involve in service use of the system over a 30-day period after the

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completion of System Testing, and deficiencies shall be rectified and documented before the District will grant System Acceptance.

- I. The District may authorize the Contractor to proceed to the next testing stage with certain deficiencies not yet resolved.
- J. The Contractor shall provide written notice to the District at least five (5) days in advance of any testing, indicating the specific tests to be completed as well as the date, time and location.
- K. The Contractor shall be required to reschedule testing if the District's witnessing representatives cannot be present or if other circumstances prevent testing from taking place.
- L. The Contractor shall provide written Test Results Documentation within one (1) week of completing each testing step.
- M. The Test Results Documentation shall document the results of each Acceptance Test Procedure and provide an updated Requirements Matrix that indicates which contract requirements have been demonstrated. The Test Results Documentation shall be approved before the District will grant System Acceptance.
- N. System Acceptance will not be granted until all contract requirements have formally demonstrated through Acceptance Testing.
- O. The Requirements Matrix shall be used to track which requirements have not yet been demonstrated at each testing step.
- P. A requirement classified as having been "demonstrated" during a certain Acceptance Testing step can be subsequently redefined as having been "not demonstrated" if compliance issues emerge prior to System Acceptance.
- Q. Final system acceptance shall be predicated upon delivery and 100% installation of all district vehicles designated for system installation. This shall include soundness of installation, compliance to all specifications and requirements so stated in the SOW, warranty compliance, timely customer service including technical service, required maintenance, training and onsite support as so stated in this document. Final acceptance will further be predicated upon a baseline of at least 95% reliability of all onboard camera operations and DVR recording operation. The aforementioned final acceptance conditions and compliance shall be based upon a period of time of not less than six months. Quantification of

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acceptance criteria will be based upon inspection and testing by qualified district electronics department staff.

**8. DOCUMENTATION AND TRAINING**

**A. General**

1. The Contractor shall prepare all deliverables in Microsoft Word, Excel or PowerPoint and Adobe PDF formats, with the District granted full rights to reprint as needed.
2. All documentation and training must be completed before the District will allow the corresponding installations.

**B. Training**

1. The Contractor shall provide training courses for at least: (a) three (3) Operations staff: (b) ten (10) Maintenance staff: and (c) two (2) Applications/Systems administrators.
2. The Training Plan, including the training schedule and course outlines, must be provided to the District for review at least three (3) weeks in advance of the start of training.
3. The Training Plan must be approved by the District before the start of training.
4. The Contractor shall furnish all special tools, equipment, training aids, and any other materials required to train course participants, for use during training courses only.
5. The instructors shall demonstrate a thorough knowledge of the material covered in the courses, familiarity with the training materials used in the courses.
6. If any instructor is considered unsuitable by the District, either before or during the training, the Contractor shall provide a suitable replacement within five (5) business days of receiving such notice from the District.
7. The Contractor shall provide brief refresher versions of each training course to the original trainees between three to six months after System Acceptance, and included in the quotation as a no additional cost item.

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8. The Contractor shall provide additional training to the original trainees after System Acceptance at no additional cost if major modifications are made to the system after the initial training due to system upgrades or changes made under warranty: and/or System Acceptance occurs at least three months after the completion of training, due to delays for which the Contractor is responsible.

C. Manuals

1. The Contractor shall provide an As-Built Document to the District after the completion of installation.
2. The As-Built Document shall include:
  - a. an inventory of all components supplied including supplier, model number, serial number and installation location;
  - b. an inventory of all spare components supplied including supplier, model number, serial number and storage location;
  - c. all reference and user manuals for system components, including those components supplied by third parties;
  - d. all warranties documentation, including that for components supplied by third parties;
  - e. a diagram indicating the as-built interconnections between components; and
  - f. the version number of all software, including that supplied by third parties.
3. The Contractor shall provide Maintenance Manuals documenting:
  - a. how the system components were installed;
  - b. how to install and configure spare components; and
  - c. the schedule/procedures for preventative maintenance, inspection, fault diagnosis, component replacement and warranty administration on each system component.
4. The Contractor shall provide a User Manual for instructors, documenting use of all functions of the software.
5. The Contractor will provide ten (10) copies of a service manual and ten (10) copies of wiring schematics for individual components and other schematics and drawings as may be applicable.
6. The Contractor shall provide a Systems Manual, documenting:

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- a. the configuration and topology of central systems hardware and software, including the logical architecture of interconnected applications/databases and the allocation of applications/databases to physical computers;
- b. central systems software functions and operations;
- c. scheduled maintenance required for the central systems: and
- d. database structure and data dictionary.

**9. TEST EQUIPMENT FURNISHED BY CONTRACTOR**

- A. The Contractor shall provide adequate test equipment to maintain, repair and perform routine preventive maintenance testing for all aspects of the system. The test equipment shall include the quantity of twenty (20) laptops whose specifications shall be based upon contractor's recommendations so as to maximize both basic and advanced system maintenance requirements.
- B. The Contractor shall also provide ten (10) desktop computers and ten (10) viewing stations that shall be used for the sole purpose of viewing captured video at various AC Transit locations as yet TBD. These computers shall be specified per the contractor's recommendation so as to maximize both basic and advanced system viewing requirements.

**10. WARRANTY**

- A. General
  1. The warranty period shall run for all system components, including the initial quantity of spare components, from their date of acceptance through two (2) years from the date of System Acceptance.
  2. The Contractor shall offer an option to extend the warranty period for one, two, and three additional years. The Contractor shall document any differences in the warranty terms for these option years in their proposal.
  3. The Contractor shall warrant that it has reviewed and evaluated all information furnished by the District and has made all inquiries necessary such that the Contractor is fully aware of the District's business requirements and intended uses of system, as set forth or referenced in the Request for Proposals and any Addenda, as well as Requests for Best and Final Offers.

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4. The Contractor shall warrant that the system satisfies the foregoing requirements in all material respects and will be fit for such intended uses.
5. The Contractor shall warrant that the design, materials, construction, software and workmanship of the equipment shall reflect the intended use of the equipment as a critical tool for District operator training and safety.
6. The Contractor shall warrant that equipment and software, including the initial supply of spare components, (a) is free from defects in design, material and workmanship, and shall remain in good working order, and (b) function properly and in conformity with this Contract.
7. The Contractor shall warrant that the documentation provided should completely and accurately reflect the operation and maintenance of the equipment and software, and provide the District with all information necessary to maintain the system.
8. If there is a change in the production configuration of any equipment or software being installed prior to System Acceptance, the District has the option to require that all previously installed equipment and software be upgraded to match the updated configuration.
9. The Contractor shall warrant compliance with all applicable laws and regulations relating to the project.
10. The Contractor shall warrant that its employees, agents and Subcontractors assigned to perform services under this contract shall have the proper skill, training and background to perform in a competent and professional manner and that all work will be so performed.
11. During the warranty period, the Contractor shall, at no cost to the District, furnish such materials, labor, equipment, software, documentation, services and incidentals as are necessary to maintain the system in accordance with the warranty.
12. The Contractor shall provide any software upgrades, fixes, updates, or version changes at no cost to the District during the warranty period.

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13. In addition to the foregoing warranties, the Contractor shall assign to the District, and the District shall have the benefit of, any and all subcontractor and equipment supplier warranties and representations with respect to the deliverables provided.
14. In its agreements with subcontractors and equipment suppliers, the Contractor shall require that such parties: (a) consent to the assignment of such warranties and representations to the District; (b) agree that such warranties and representations shall be enforceable by the District in its own name; and (c) furnish documentation on the applicable warranties to the District.
15. The Contractor shall provide a single point of contact for all warranty administration during the warranty period.
16. The Contractor shall warrant that the District shall acquire permanent title to all equipment and non-proprietary software provided under the Contract, free and clear of all liens and encumbrances.

**B. Support**

1. The Contractor shall arrange for support from one or more qualified firms to be available with a four-hour response time, on a 24/7 basis, when needed by the District to assist with fault diagnosis or component replacement.
2. The proposal shall include a list of the support firms, their support responsibilities and the response arrangements.
3. If a support firm does not respond within the agreed response time frame, or when a support firm is not able to provide the needed support, the Contractor shall provide supplementary support in accordance with an agreed escalation procedure. The escalation procedure can initially involve telephone support, but must culminate with the Contractor providing on-site support if needed. The proposal must define the proposed support escalation procedure.

**C. Repair or Replacement of Faulty Components**

1. During the warranty period, the Contractor shall repair or replace any faulty components, with the cost included in the warranty price. The District will ship each faulty component to the Contractor, who

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shall return a new or repaired component within one week of originally receiving it.

2. If the Contractor determines that a returned component is not faulty, the District shall receive the original component back in working order within two (2) days of the Contractor originally receiving the returned component.
3. All components received back at the District from the Contractor will be tested in accordance with the original Acceptance Test Procedures, and returned to the Contractor if faulty, and will be accompanied by a certification.
4. The Contractor shall pay all shipping charges to and from the District, and any duties associated with the repair or replacement of faulty units. Returned or replaced spare components shall be packaged, organized and labeled in the same manner as the original supply of spare components.

**D. System-wide Replacement**

1. If at least 25% of a given component requires repair or replacement within the two-year warranty period, the component shall be deemed to warrant system-wide replacement.
2. System-wide replacement shall require the Contractor to replace all units of the suspect component throughout the system, whether or not they have exhibited any fault.
3. Even if the system-wide replacement activity extends beyond the end of the two-year warranty period, the Contractor shall be obligated to complete it if the need was documented before the end of the warranty period.

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DESCRIPTION OF REQUIRED COMPONENTS FOR THE COMPLETE CAMERA  
SYSTEMS PER VEHICLE BY BUS TYPE:

23' Para Transit Buses: (two doors total)

7 cameras per vehicle  
Cam 1, 2.8mm, Color Day/Night, FD  
Cam 2, 4.0mm, Color, FR  
Cam 3, 2.9mm, Color, LD  
Cam 4, VF 3-8mm Color, FF  
Cam 5, 4.0mm, Color, CS  
Cam 6, VF 3-8mm Color RF  
Cam 7, 2.9mm, Color, OA  
Digital Video Recorder  
Microphone  
IR Illuminator  
Cabling (applicable)  
WiMax

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30' Buses (two doors total)

9 cameras per vehicle  
Cam 1, 2.8mm, Color Day/Night, FD  
Cam 2, 4.0mm, Color, FC  
Cam 3, 2.9mm, Color, RD  
Cam 4, 4.0mm, Color, RF  
Cam 5, VF 3-8mm Color FF  
Cam 6, 4.0mm, Color, CS  
Cam 7, VF 3-8mm Color, RF  
Cam 8, 4.0mm, Color, CS  
Cam 9, 2.9mm, Color, OA  
Digital Video Recorder  
Microphone  
IR Illuminator  
Cabling (applicable)  
WiMax  
Retrofit Kits

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**40' Buses (one door total)**

Buses included: Gillig  
Flixble

9 cameras per vehicle  
Cam 1, 2.8mm, Color Day/Night, FD  
Cam 2, 4.0mm, Color, FC  
Cam 3, 4.0mm, Color, CF  
Cam 4, 4.0mm, Color, CR  
Cam 5, VF 3-8mm Color FF  
Cam 6, 4.0mm, Color, CS  
Cam 7, VF 3-8mm Color RF  
Cam 8, 4.0mm, Color, SS  
Cam 9, 2.9mm, Color, OA  
Digital Video Recorder  
Microphone  
IR Illuminator  
Cabling (applicable)  
WiMax

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**40' Buses (two doors total)**

10 cameras per vehicle  
Cam 1, 2.8mm, Color Day/Night, FD  
Cam 2, 4.0mm, Color, FC  
Cam 3, 2.9mm, Color, RD  
Cam 4, 4.0mm, Color, CF  
Cam 5, 4.0mm, Color, CR  
Cam 6, VF 3-8mm Color FF  
Cam 7, 4.0mm, Color, CS  
Cam 8, VF 3-8mm Color RF  
Cam 9, 4.0mm, Color, SS  
Cam 10, 2.9mm, Color, OA  
Digital Video Recorder  
Microphone  
IR Illuminator  
Cabling (applicable)  
WiMax

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**40' Buses (three doors total)**

12 cameras per vehicle  
Cam 1, 2.8mm, Color Day/Night, FD  
Cam 2, 4.0mm, Color, FC  
Cam 3, 2.9mm, Color, RD  
Cam 4, 4.0mm, Color, CF  
Cam 5, 4.0mm, Color, CR  
Cam 6, 2.9mm, Color, RD  
Cam 7, 4.0mm, Color, RC  
Cam 8, VF 3-8mm Color, FF  
Cam 9, 4.0mm, Color, CS  
Cam 10, VF 3-8mm Color, RF  
Cam 11, 4.0mm, Color, SS  
Cam 12, 2.9mm, Color, OA  
Digital Video Recorder  
Microphone  
IR Illuminator  
Cabling (applicable)  
WiMax  
Retrofit Kits

=====

**60' Buses (four doors total)**

12 cameras per vehicle  
Cam 1, 2.8mm, Color Day/Night, FD  
Cam 2, 4.0mm, Color, FC  
Cam 3, 2.9mm, Color, RD  
Cam 4, 4.0mm, Color, CF  
Cam 5, 4.0mm, Color, CR  
Cam 6, 2.9mm, Color, RD  
Cam 7, 2.9mm, Color, RD  
Cam 8, 4.0mm, Color, RC  
Cam 9, VF 3-8mm Color FF  
Cam 10, 6.0mm, Color, CS-F  
Cam 11, 4.0mm, Color, CS-R  
Cam 12, 2.9mm, Color, OA  
Digital Video Recorder  
Microphone  
IR Illuminator  
Cabling (applicable)  
WiMax  
Retrofit Kits

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**45' MCI Buses (two doors total)**

11 cameras per vehicle  
Cam 1, 2.8mm, Color Day/Night, FD  
Cam 2, 4.0mm, Color, FR  
Cam 3, 2.9mm, Color, LD  
Cam 4, 4.0mm, Color, CF  
Cam 5, 4.0mm, Color, CR  
Cam 6, 4.0mm, Color, RC  
Cam 7, VF 3-8mm Color FF  
Cam 8, 4.0mm, Color, CS  
Cam 9, VF 3-8mm Color RF  
Cam 10, 4.0mm, Color, SS  
Cam 11, 2.9mm, Color, OA  
Digital Video Recorder  
Microphone  
IR Illuminator  
Cabling (applicable)  
WiMax

**45' Buses (two doors total)**

11 cameras per vehicle  
Cam 1, 2.8mm, Color Day/Night, FD  
Cam 2, 4.0mm, Color, FR  
Cam 3, 2.9mm, Color, LD  
Cam 4, 4.0mm, Color, CF  
Cam 5, 4.0mm, Color, CR  
Cam 6, 4.0 mm, Color, RC  
Cam 7, VF 3-8mm Color FF  
Cam 8, 4.0mm, Color, CS  
Cam 9, VF 3-8mm Color RF  
Cam 10, 4.0mm, Color, SS  
Cam 11, 2.9mm, Color, OA  
Digital Video Recorder  
Microphone  
IR Illuminator  
Cabling (applicable)  
WiMax  
Retrofit Kit

**Notes:**

|    |   |                 |      |   |                   |
|----|---|-----------------|------|---|-------------------|
| FD | = | Front Door      | FF   | = | Forward Facing    |
| FC | = | Front to Center | RF   | = | Rear Facing       |
| CF | = | Center to Front | CS   | = | Curb Side         |
| CR | = | Center to Rear  | CS-F | = | Curb Side - Front |
| DR | = | Door            | CS-R | = | Curb Side - Rear  |
| LD | = | Lift Door       | SS   | = | Street Side       |
| RC | = | Rear to Center  | OA   | = | Operators Area    |

**[END OF SCOPE OF WORK]**

**ON BOARD VIDEO SURVEILLANCE SYSTEM (OBVSS)**  
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**TECHNICAL SPECIFICATIONS**

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**1.1 GENERAL**

**1.1.1 GENERAL SYSTEM REQUIREMENTS**

The following subsections describe the required functional and performance requirements of the on-board camera system to be satisfied by the successful Contractor under the resulting contract. The following general requirements shall be used to define the overall OBVSS. They portray an operational performance requirement for manufacturers to follow on A.C. Transit buses. The objective and guidelines are as follows:

The system shall be an all inclusive, digital OBVSS, fully supported by the manufacturer, an integrator, or both. The system shall at a minimum include the following:

- Monitor / record the activities of passengers and drivers on-board a transit bus.
- Monitor / record passengers as they board and alight through the stairwells.
- Monitor / record traffic through windshield and rear window.
- Monitor / record both sides and rear of the transit vehicle.
- Provide voice recording of the general activity in and around the bus.
- Allow authorized user to prevent deletion of certain portions of the data; and Preview and playback saved images.
- Allow authorized user to prevent deletion of certain portions of the data; and preview and playback saved images.
- The System should maintain at least, a constant 95% plus operational time for all DVR Systems and Cameras.

1.1.2 The recorder shall have a digital video imaging processor with a minimum of 500GB of fixed disk storage and a minimum of six days of recording time, whichever is greater. Include an internal data storage capacity of 72 hours minimum at an aggregate thirty (30) frames per second recording speed and 320 x 240 resolution from up to twelve (12) video input channels and two (2) audio input channels utilized and operating simultaneously. The system shall contain a JPEG compression algorithm, which can support future expansion to facial recognition.

1.1.3 The entire system shall operate on the vehicle power between 18-32 VDC inclusive, with 24VDC nominal.

1.1.4 The system shall provide (12) twelve separate video channel inputs without the use of splitters.

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- 1.1.5 The system shall support any combination of up to twelve (12) color cameras.
- 1.1.6 It shall support the ability to individually program frame rate on each Camera connected to the recorder.
- 1.1.7 System shall be capable of data review via all of the following: remote wireless connectivity, direct interface via Ethernet and or USB using a laptop or other data interface hardware, and removable hard drive utilizing an external docking station.
- 1.1.8 Via the systems interface, it shall be fully programmable via laptop.
- 1.1.9 If requested, Data download via 802.11 b/g/n or WiMax protocol, permitting remote wireless download of thirty (30) minutes of secure video and audio data (per item number 2 above) in ten (10) minutes or less.
- 1.1.10 Wireless live-feed capability using 802.11 b/g/n technologies for real-time monitoring of onboard activities by law enforcement and/or transit supervisory personnel from a remote vehicle, assumes the vehicle being viewed to be in close proximity to the patrol vehicle, while allowing for automatic WiMax downloading of events when the vehicle returns to its home base.
- 1.1.11 Ability to capture a single camera / buffering a single image, such that the image could be sent over the ITCS radio to the Authority's Central Dispatch.
- 1.1.12 The OBVSS shall have the ability to support the use of an impact sensor specifically designed for transit that respond to changes in acceleration on its X, Y and Z axis. If option is chosen the OBVSS supplier shall provide engineering support to properly position impact sensors on the frame of the vehicle to minimize vibration. Engineering support shall calibrate the impact sensors for proper circuit closure, at a minimum of 4g.
- 1.1.13 Events shall be "flagged" via a variety of programmable inputs, to include operator activation of a switch, operator activation of the silent alarm function and Automated inputs, such as, speed, hard braking, etc.
- 1.1.14 The on-board system shall be equipped with GPS and GPS antenna and a means of synchronizing with actual time.
- 1.1.15 To the extent practical, all OBVSS devices mentioned in this section shall be installed within a single enclosure, excluding cameras and wireless device, in a location based on the design of the bus, or the bus manufacturers provided location.

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**1.2. MOBILE DIGITAL VIDEO RECORDER (DVR)**

The DVR shall have the capacity to record up to twelve days of recordings. Recording shall be at an aggregate one hundred twenty (120) frames per second and a minimum 352 x 240 resolution from up to twelve (12) video input channels and two (2) audio input channels utilized and operating simultaneously.

1.2.1 The DVR shall include a compatible hard drive docking station for data retrieval and review. The DVR shall provide built-in secured file format using digital encryption security features to protect system and data integrity as well as system settings and cabling connections. Further, the DVR shall include the following features and functionality:

1. The DVR shall operate from a proprietary, embedded system platform.
2. The DVR shall have a firmware embedded operating system. Operating system on rotating media will not be allowed.
3. The DVR shall have a real-time clock that is stored on inboard memory which also stores all internal programming functions.
4. The ability to synchronize the on-board clock from LAN, WLAN or GPS.
5. The DVR must be of a size and weight to permit installation in the in a location based on the design of the bus, or the bus manufacturers provided location, and capable of operating in an ambient temperature environment of 30°F – 130°F.
6. DVR shall be certified to durability testing as defined in SAE J1455 for shock, vibration, J1113 for EMI/RFI, and IP65 testing for enclosures as defined in IEC 60529 for ingress of foreign materials, and meet minimum accepted standards for durability from an accredited laboratory or agency.
7. The DVR shall capture data at vehicle startup and continue recording after shutdown (Ignition off). The recording after shutdown shall be user programmable up to maximum of ninety (90) minutes and capable of capturing images at a variety of rates.
8. The DVR shall digitally capture and store data to its hard drive in a linear continuous indefinite sequence that as disk space fills writes over old information not stored as a flagged event.

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9. The DVR shall record the vehicle ID, route/run, and a time/date/latitude/longitude stamp from the GPS, and attach to the video/audio file.
  10. The DVR must provide a minimum of (8) digital trigger / alarm inputs allowing the flexibility of multiple input triggers such as the EA, Panic Button, Status Button, Motion Detector, Impact Sensor, Automatic System Shutdown, and Override of some system configurations.
  11. The DVR must provide a minimum of (4) analog trigger / alarm inputs.
  12. The DVR shall be capable of providing live video output to a monitor or computer of any camera installed on the system.
- 
- 1.2.2 The DVR shall capture and catalog a user defined quantity of events that are time/date stamped and filed for easy removal/access. Events shall be stored in a non-volatile memory location that cannot be overwritten without proper system administration access.
  - 1.2.3 The DVR shall include a user programmable pre-alarm and post-alarm recording buffer from a minimum of ten (10) minutes for all connected input.
  - 1.2.4 The DVR shall receive accelerometer data, user selected discrete ON/OFF or J1708/CAN vehicle signals, operator initiated incident/event trigger, and silent alarm activation (panic button) via auxiliary inputs (minimum 4 inputs).
  - 1.2.5 The DVR shall be equipped with a Global Positioning System (GPS) to include time/date synchronization from existing on-board communication equipment.
  - 1.2.6 The DVR shall provide a means of self diagnostics / health check, to include individual camera detection and failure, providing the Operator with an indicator as well as transfer automatically via wireless download to site if condition is other than "ok". DVR shall also be capable of automatically sending an email to pre-determined personnel advising them the images are ready for review.
  - 1.2.7 The DVR shall be capable of providing wireless live-feed or image transfer to a remotely accessed vehicle fitted with appropriate equipment.
  - 1.2.8 The DVR shall be capable of communicating and synchronizing with an on-board event data recorder.
  - 1.2.9 The DVR shall be capable of communication via the J 1708 protocol, including the ability to participate in a roll call of vehicle equipment, and deliver fault codes such as DVR voltage, DVR temperature, and individual camera fault to other J1708 compatible devices on the vehicle.

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- 1.2.10 The DVR recording unit shall be housed in a splash and tamper-proof enclosure. Authorized users shall be able to easily remove hard-drives to allow data to be transportable.
- 1.2.11 The system shall allow incidents to be protected from being overwritten once an emergency signal is provided. Electrical overload protection shall protect the electrical supply circuits of all systems in the OBVSS. These overload protection devices shall not be automatically.

**1.3. CAMERAS**

- 1.3.1. The DVR manufacturer shall install cameras at the required locations designated for the system as follows:

**30 foot Coach OBVSS shall be installed:**

- One (1) at the front of the bus providing a view of the driver and front stairwell
- One (1) at the front of the bus viewing the Driver
- One (1) at the front of the bus facing the rear of the bus
- One (1) each providing complete coverage of each rear door
- One (1) at the rear of the bus facing the front of the bus
- One (1) rear viewing through the rear window
- One (1) forward viewing through the windshield
- One (1) on the side rear facing to capture activities on the street side
- One (1) on the side rear facing to capture activities on the curb side

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**40 foot Coach OBVSS shall be installed:**

- One (1) at the front of the bus providing a view of the driver and front stairwell
- One (1) at the front of the bus viewing the Driver
- One (1) at the front of the bus facing the rear of the bus
- One (1) each providing complete coverage of each rear door, some Buses have 2.
- One (1) at the center of the bus facing the rear deck of the bus
- One (1) at the rear of the bus facing the front of the bus
- One (1) rear viewing through the rear window
- One (1) forward viewing through the windshield
- One (1) on the side rear facing to capture activities on the street side
- One (1) on the side rear facing to capture activities on the curb side

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**45 foot MCI and Suburban OBVSS shall be installed:**

One (1) at the front of the bus providing a view of the driver and front stairwell  
One (1) at the front of the bus viewing the Driver  
One (1) at the front of the bus facing the rear of the bus  
One (1) each providing complete coverage of each rear lift door  
One (1) at the center of the bus facing the rear deck of the bus  
One (1) at the center of the bus facing the front of the bus  
One (1) at the rear of the bus facing the center of the bus  
One (1) rear viewing through the rear window or on the outside if no window  
One (1) forward viewing through the windshield  
One (1) on the side rear facing to capture activities on the street side  
One (1) on the side rear facing to capture activities on the curb side

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**60 foot Articulated Coach OBVSS shall be installed:**

One (1) at the front of the bus providing a view of the driver and front stairwell  
One (1) at the front of the bus viewing the Driver  
One (1) at the front of the bus facing the rear of the bus  
One (1) at the center of the bus facing the front of the bus  
One (1) at the center of the bus facing the rear of the bus  
One (1) each providing complete coverage of each rear door, some Buses have up to 3.  
One (1) at the rear of the bus facing the front of the bus  
One (1) rear viewing through the rear window  
One (1) forward viewing through the windshield  
One (1) on the side rear facing to capture activities on the street side  
Two (2) on the side rear facing to capture activities on the curb side

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**Para Transit Coach OBVSS shall be installed:**

One (1) at the front of the bus providing a view of the driver and front stairwell  
One (1) at the front of the bus viewing the Driver  
One (1) at the front of the bus facing the rear of the bus  
One (1) providing complete coverage of each rear door lift door  
One (1) rear viewing through at the rear of the bus  
One (1) forward viewing through the windshield  
One (1) on the side, rear facing to capture activities on the curb side

Each 30 foot and under vehicle's video system shall have at least one (1) microphone mounted and installed to pick up and record normal conversations

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within a thirty (30) foot radius per AC Transits specifications. Each 40 foot or longer vehicle shall have at least two (2) microphones mounted and installed to pick up and record normal conversations within a thirty (30) foot radius per the District's specifications. Voice recordings shall be synchronized with the video and stored digitally in the system.

The sum of all the interior cameras shall provide complete coverage to monitor the entire interior of the bus.

- 1.3.1.1 The cameras shall be contained within tamper-resistant housings and screws of the following types:
  - 1.3.1.2 Surface mounted or flush mounted
  - 1.3.1.3 Angled or square flush-mount styles
  - 1.3.1.4 Die-cast aluminum (interior/exterior)
  - 1.3.1.5 Forward and rear facing camera that allows mounting from the ceiling. It will also have a rubber lens shield that will prevent glare from interior lighting and contact from the windshield. The forward and rear facing camera shall have an auto iris with a 3.8mm to 8.0mm vari-focal length.
- 1.3.2 The cameras shall be available in color and where applicable night vision b/w with wide dynamic range.
- 1.3.3 The wide dynamic range camera shall supply:
  - 1.3.3.1 520 HTVL (horizontal TV lines)
  - 1.3.3.2 Dynamic range equal to (102dB typical, 120dB max)
  - 1.3.3.3 Various lens configurations
- 1.3.4 The color cameras shall be available with the following lens options:
  - 1.3.4.1 2.9 mm
  - 1.3.4.2 4.0 mm
  - 1.3.4.3 6.0 mm
  - 1.3.4.4 8.0 mm

**ON BOARD VIDEO SURVEILLANCE SYSTEM (OBVSS)**  
**PERIOD OF PERFORMANCE: MMM DD, 2009 THROUGH MMM DD, 2011**

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**TECHNICAL SPECIFICATIONS**

1.3.4.5 12.0 mm

1.3.4.6 Vari-Focal Auto Iris 3.5 mm to 8.0 mm

1.3.4.7 The system shall accept any cameras 1-volt peak-to-peak signal.

The cameras shall be designed for A.C. Transit's environment which includes operating effectively throughout temperature extremes from -30 degrees Celsius to +60 degrees Celsius, (-22F to 140F) and withstanding the vibration and shock forces associated with transit vehicles. The cameras shall be capable of operating in typical transit vehicle daylight and nighttime conditions. The cameras shall automatically and instantly adjust aperture to compensate for sudden bright or dark images.

Clearance from the bus floor to the bottom of the cameras shall be adequate so as not to impede the movement or cause injuries to passengers.

**1.4 VIEWING STATION SOFTWARE**

1.4.1 Viewing software will provide basic functionality including but not limited to play forward, pause & play backwards, play with synchronized audio, move forward frame by frame, move backward frame, fast forward and reverse – speed up - 2x, 4x, 8x, 16x, 32x, 64x, 128x, 256x, 512x, 1024x.

1.4.2 The software shall enable the user to take a series of JPEG or BMP images and create a movie from the single images.

1.4.3 Advanced data search options, such as locate incident by GPS location will be supported in full.

1.4.4 The software shall allow recorded images to be displayed at the configured screen resolution. Images will be digitally scaled to fit the selected screen display area.

1.4.5 The software shall allow time and date searches or recorded information.

1.4.6 The software shall allow the user to (if provided on board) search capabilities for longitude and latitude.

1.4.7 The software shall allow the user to click on the GPS location map and view video from that location as well as vehicle speed that can be depicted as a color coded trail. The before mentioned color coded trail represents the vehicle speed in relation to the local posted speed limit. Green indicates at or below the speed limit. Red indicates above the speed limit.

**ON BOARD VIDEO SURVEILLANCE SYSTEM (OBVSS)**  
**PERIOD OF PERFORMANCE: MMM DD, 2009 THROUGH MMM DD, 2011**

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**TECHNICAL SPECIFICATIONS**

- 1.4.8 The ability to simultaneously connect to multiple vehicles / recorders or data sets.
- 1.4.9 The system management application will enable the recorder time clocks to be auto synchronized to common time source (network or GPS).
- 1.4.10 Search/locate incident by time (enter specific data and time, or drag/drop time line bar).
- 1.4.11 The software shall support exporting and saving of files to a variety of different media types:
  - 1.4.11.1 Single frame export will be supported.
  - 1.4.11.2 Export of multiple frames between times will be supported.
  - 1.4.11.3 Output to AVI will be supported.
  - 1.4.11.4 Exporting to a chosen format to a CD/DVD or to the player local hard-drive will be supported.
  - 1.4.11.5 Print a single camera frame.
  - 1.4.11.6 Print a single map view.
  - 1.4.11.7 Search/locate incident by map location (click on street map location) if GPS option is employed.
  - 1.4.11.8 Software shall support fleet manager function. Report shall be available that summarize the video system status of each bus in the fleet and any fault conditions. Additionally, it will show each vehicle that is powered on its last known location.
  - 1.4.11.9 Contractor will be required to execute a Source Code Escrow Agreement, as shown in Attachment 11, and agree to deposit all source materials for licensed program code into a Contractor-funded escrow account.

**[END OF TECHNICAL SPECIFICATIONS]**

ON BOARD VIDEO SURVEILLANCE SYSTEM (OBVSS)  
PERIOD OF PERFORMANCE: MMM DD, 2009 THROUGH MMM DD, 2011

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ATTACHMENTS

| <u>DESCRIPTION</u>                                                   | <u>PAGES</u> |
|----------------------------------------------------------------------|--------------|
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[END OF ATTACHMENT INDEX]

ON BOARD VIDEO SURVEILLANCE SYSTEM (OBVSS)  
PERIOD OF PERFORMANCE: MMM DD, 2009 THROUGH MMM DD, 2011

Attachment 1: COST MATRIX

BASE ORDER

| <u>BUS TYPE</u>                            | <u>QTY</u> |   | <u>CAMERA SYS COST</u> |   | <u>EXTENDED COST</u> |
|--------------------------------------------|------------|---|------------------------|---|----------------------|
| 23' Para Transit                           | 0          | x | \$ _____               | = | \$ _____             |
| 30' Bus (2 doors)                          | 40         | x | \$ _____               | = | \$ _____             |
| 40' Bus (2 doors)                          | 25         | x | \$ _____               | = | \$ _____             |
| 40' Bus (2 doors) FC-VH                    | 12         | x | \$ _____               | = | \$ _____             |
| 40' Bus (3 doors)                          | 102        | x | \$ _____               | = | \$ _____             |
| 60' Artic Bus (4 doors)                    | 65         | x | \$ _____               | = | \$ _____             |
| 45' MCI bus (2 doors)                      | 0          | x | \$ _____               | = | \$ _____             |
| 45' Suburban (2 doors)                     | 30         | x | \$ _____               | = | \$ _____             |
| <b>TOTAL CAMERA SYSTEM COSTS (taxable)</b> |            |   |                        |   | <b>\$ _____ (1)</b>  |

=====

| <u>BUS TYPE</u>                               | <u>QTY</u> |   | <u>INSTALLATION COST</u> |   | <u>EXTENDED COST</u> |
|-----------------------------------------------|------------|---|--------------------------|---|----------------------|
| 23' Para Transit                              | 0          | x | \$ _____                 | = | \$ _____             |
| 30' Bus (2 doors)                             | 40         | x | \$ _____                 | = | \$ _____             |
| 40' Bus (2 doors)                             | 25         | x | \$ _____                 | = | \$ _____             |
| 40' Bus (2 doors) FC-VH                       | 12         | x | \$ _____                 | = | \$ _____             |
| 40' Bus (3 doors)                             | 102        | x | \$ _____                 | = | \$ _____             |
| 60' Artic Bus (4 doors)                       | 65         | x | \$ _____                 | = | \$ _____             |
| 45' MCI bus (2 doors)                         | 0          | x | \$ _____                 | = | \$ _____             |
| 45' Suburban (2 doors)                        | 30         | x | \$ _____                 | = | \$ _____             |
| <b>TOTAL INSTALLATION COSTS (non-taxable)</b> |            |   |                          |   | <b>\$ _____ (2)</b>  |

=====

ON BOARD VIDEO SURVEILLANCE SYSTEM (OBVSS)  
PERIOD OF PERFORMANCE: MMM DD, 2009 THROUGH MMM DD, 2011

Attachment 1: COST MATRIX

**MISCELLANEOUS ITEMS (Base Order)**

| <b><u>ITEM DESCRIPTION</u></b>                    | <b><u>QTY</u></b> | <b><u>ITEM COST</u></b> | <b><u>EXTENDED COST</u></b> |
|---------------------------------------------------|-------------------|-------------------------|-----------------------------|
| Viewing Stations                                  | 10                | \$ _____                | \$ _____                    |
| Digital Video Recorder (Spares)                   | 40                | \$ _____                | \$ _____                    |
| Video Hard Drives (Spares)                        | 120               | \$ _____                | \$ _____                    |
| Video Test Equipment<br>Laptop, ME                | 15                | \$ _____                | \$ _____                    |
| Workstations for viewing Stations                 | 10                | \$ _____                | \$ _____                    |
| Video Test Equipment<br>Laptop, HE                | 5                 | \$ _____                | \$ _____                    |
| <b>Total Miscellaneous Costs (taxable)</b>        |                   |                         | <b>\$ _____ (3)</b>         |
| <b>TOTAL BASE ORDER [ (1) plus (2) plus (3) ]</b> |                   |                         | <b>\$ _____ (4)</b>         |

=====

**OPTIONAL ORDER**

| <b><u>BUS TYPE</u></b>                              | <b><u>QTY</u></b> | <b><u>CAMERA SYS COST</u></b> | <b><u>EXTENDED COST</u></b> |
|-----------------------------------------------------|-------------------|-------------------------------|-----------------------------|
| 23' Para Transit                                    | 1 x               | \$ _____ =                    | \$ _____                    |
| 30' Bus (2 doors)                                   | 0 x               | \$ _____ =                    | \$ _____                    |
| 40' Bus (1 door)                                    | 0 x               | \$ _____ =                    | \$ _____                    |
| 40' Bus (2 doors)                                   | 1 x               | \$ _____ =                    | \$ _____                    |
| 40' Bus (3 doors)                                   | 0 x               | \$ _____ =                    | \$ _____                    |
| 60' Artic Bus (4 doors)                             | 0 x               | \$ _____ =                    | \$ _____                    |
| 45' MCI bus (2 doors)                               | 1 x               | \$ _____ =                    | \$ _____                    |
| 45' Suburban (2 doors)                              | 0 x               | \$ _____ =                    | \$ _____                    |
| <b>TOTAL OPTIONAL CAMERA SYSTEM COSTS (taxable)</b> |                   |                               | <b>\$ _____ (5)</b>         |

ON BOARD VIDEO SURVEILLANCE SYSTEM (OBVSS)  
PERIOD OF PERFORMANCE: MMM DD, 2009 THROUGH MMM DD, 2011

Attachment 1: COST MATRIX

| <u>BUS TYPE</u>         | <u>QTY</u> |   | <u>INSTALLATION COST</u> |   | <u>EXTENDED COST</u> |
|-------------------------|------------|---|--------------------------|---|----------------------|
| 23' Para Transit        | 1          | x | \$ _____                 | = | \$ _____             |
| 30' Bus (2 doors)       | 0          | x | \$ _____                 | = | \$ _____             |
| 40' Bus (1 door)        | 0          | x | \$ _____                 | = | \$ _____             |
| 40' Bus (2 doors)       | 1          | x | \$ _____                 | = | \$ _____             |
| 40' Bus (3 doors)       | 0          | x | \$ _____                 | = | \$ _____             |
| 60' Artic Bus (4 doors) | 0          | x | \$ _____                 | = | \$ _____             |
| 45' MCI bus (2 doors)   | 1          | x | \$ _____                 | = | \$ _____             |
| 45' Suburban (2 doors)  | 0          | x | \$ _____                 | = | \$ _____             |

**TOTAL OPTIONAL INSTALLATION COSTS (non-taxable)** \$ \_\_\_\_\_ (6)

**TOTAL OPTIONAL ORDER [ (5) plus (6) ]** \$ \_\_\_\_\_ (7)

**BASE ORDER TOTAL COSTS (4):** \$ \_\_\_\_\_

**OPTIONAL ORDER TOTAL COSTS (7):** \$ \_\_\_\_\_

**YEAR 3 WARRANTY** \$ \_\_\_\_\_

**YEAR 4 WARRANTY** \$ \_\_\_\_\_

**YEAR 5 WARRANTY** \$ \_\_\_\_\_

**GRAND TOTAL PROPOSED:** \$ \_\_\_\_\_

**NOTE:** Not all camera systems will be installed at District property. There may be installation by the bus manufacturer in Belgium. As such, please provide shipping costs for complete systems from contractor to Belgium (FOR INFORMATIONAL PURPOSES ONLY):

Shipping costs per each complete camera system \$ \_\_\_\_\_

[END OF COST MATRIX]

**ON BOARD VIDEO SURVEILLANCE SYSTEM (OBVSS)**

**PERIOD OF PERFORMANCE: MMM DD, 2009 THROUGH MMM DD, 2011**

**Attachment 2: DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION**

---

Company Name

---

Street /Mailing Address

---

City/State/Zip Code

TAX I.D. \_\_\_\_\_

**I. PRIME CONTRACTOR**

☐ The Bidder/Proposer is a CalTrans or other authorized certifying agency, certified DBE under the FTA Uniform Certification Program.

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

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

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

☐ The Bidder/Proposer is not a CalTrans or other authorized certifying agency, certified DBE under the Uniform Certification Program.

**II. SUBCONTRACTOR (if proposed in bid or proposal)**

Attach a separate sheet for each subcontractor to be used in the performance of services under a proposal specifying the sub-contractor DBE status as stated under section I listed above.

If not already registered, sub-contractors should access [www.actransit.org](http://www.actransit.org), and complete an online vendor registration form by selecting purchasing, online purchasing, and registering as an Online Purchasing User. A W-9, Request for Taxpayer Identification Number and Certification is required to complete the process.

Prime Contractor's are requested to explain the DBE program and encourage sub-contractors to apply for certification.

---

Prime Signature

Position Title

Date

ON BOARD VIDEO SURVEILLANCE SYSTEM (OBVSS)

PERIOD OF PERFORMANCE: MMM DD, 2009 THROUGH MMM DD, 2011

Attachment 3: SMALL LOCAL BUSINESS PROCUREMENT WORKSHEET

Contractors doing business with the District are encouraged to utilize small local businesses in their subcontracts. Under the current Board Policy (351), a Small Local Business is a business that meets the U.S. Government's Small Business Administration (SBA) size standard and is located within AC Transit's geographical service area. Contractors can contact the Contract Specialist or Buyer assigned to this procurement for information on SLBE resources.

Contractors responding to this solicitation shall complete the following questions and include this Worksheet with their bid or proposal, indicating whether they intend to use Small Local Businesses in the contract to be awarded and, if so, the percentages of contract work to be allocated to Small Local Businesses.

|                    |      |                   |                   |
|--------------------|------|-------------------|-------------------|
| Subcontractor name | SLBE | % of project work | Certification No. |
| Subcontractor name | SLBE | % of project work | Certification No. |
| Subcontractor name | SLBE | % of project work | Certification No. |
| Subcontractor name | SLBE | % of project work | Certification No. |
| Subcontractor name | SLBE | % of project work | Certification No. |

[END OF SMALL LOCAL BUSINESS PROCUREMENT WORKSHEET]

**ON BOARD VIDEO SURVEILLANCE SYSTEM (OBVSS)**  
**PERIOD OF PERFORMANCE: MMM DD, 2009 THROUGH MMM DD, 2011**

**Attachment 4: PROMPT PAYMENT CERTIFICATION**

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. \_\_\_\_\_

I, \_\_\_\_\_, the \_\_\_\_\_

Name \_\_\_\_\_ Title (e.g., President, VP., etc.)

of \_\_\_\_\_ ("Company"), do state the following with regard to payments made under Contract No. \_\_\_\_\_ ("Contract"):

1. ☐ Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. \_\_\_\_\_, were paid no later than thirty (30) days after Contractor received payment from the District.
2. ☐ Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to the DBE Department. In addition, Contractor has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the District. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the District's DBE Department may cause the Payment Request to be rejected by the District.)
3. ☐ All retainage amounts withheld from any subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than fourteen (14) business days after it satisfactorily completed its work, whether or not the District has paid said retainage amounts to Company. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. ☐ There was no delay in or postponement of any payment owed to a subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the District's Procurement and Materials Director.

|                         |                       |
|-------------------------|-----------------------|
| Subscribed and sworn to |                       |
| before me this _____    | _____<br>Company Name |
| day of _____ 20____     | _____<br>Signature    |
| _____<br>Notary Public  | _____<br>Print Name   |
|                         | Date: _____           |

**[END OF PROMPT PAYMENT CERTIFICATION]**

ON BOARD VIDEO SURVEILLANCE SYSTEM  
PERIOD OF PERFORMANCE: MMM DD, 2009 THROUGH MMM DD, 2011

Attachment 5: DESIGNATION OF SUBCONTRACTORS

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

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

| NAME AND ADDRESS | DESCRIPTION OF WORK OR SERVICES | ESTIMATED DOLLAR AMOUNT | DBE Y/N Pending |
|------------------|---------------------------------|-------------------------|-----------------|
|                  |                                 |                         |                 |
|                  |                                 |                         |                 |
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|                  |                                 |                         |                 |

[END OF DESIGNATION OF SUBCONTRACTORS]

**ON BOARD VIDEO SURVEILLANCE SYSTEM**

**PERIOD OF PERFORMANCE: MMM DD, 2009 THROUGH MMM DD, 2011**

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**Attachment 6: Certification of Proposed Contractor Debarment, Suspension and  
Other Ineligible and Voluntary Exclusion**

(Contractor/Sub-Contractor) \_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three year period preceding this submittal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

Have not within a three year period preceding this submittal had one or more public transactions (Federal, State or local) terminated for cause or default.

If the proposed subcontractor is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.

(Contractor/Subcontractor) \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

---

Signature and Title of Authorized  
Official

**[END OF DEBARMENT AND SUSPENSION]**

**ON BOARD VIDEO SURVEILLANCE SYSTEM**  
**PERIOD OF PERFORMANCE: MMM DD, 2009 THROUGH MMM DD, 2011**

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**Attachment 7: BUY AMERICA CERTIFICATION**

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

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

The Contractor hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

The Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

**[END BUY AMERICA CERTIFICATE]**

ON BOARD VIDEO SURVEILLANCE SYSTEM  
PERIOD OF PERFORMANCE: MMM DD, 2009 THROUGH MMM DD, 2011

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Attachment 8: CERTIFICATION REGARDING LOBBYING

I, \_\_\_\_\_ (Name and Title of Authorized Official),

hereby certify on behalf of \_\_\_\_\_ (Subcontractor) that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

\_\_\_\_\_  
Signature and Title of Authorized Official

**[END OF CERTIFICATION REGARDING LOBBYING]**

**ON BOARD VIDEO SURVEILLANCE SYSTEM**  
**PERIOD OF PERFORMANCE: MMM DD, 2009 THROUGH MMM DD, 2011**

**Attachment 9: DISCLOSURE OF LOBBYING ACTIVITIES**

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

|                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. Type of Federal Action:</b> <input type="checkbox"/><br><br>a. Contract<br>b. Grant<br>c. Cooperative agreement<br>d. Loan<br>e. loan guarantee<br>f. loan insurance                                                                    | <b>2. Status of Federal Action:</b> <input type="checkbox"/><br><br>a. submittal/offer/application<br>b. initial award<br>c. post-award                                                                                                                                                                                                  | <b>3. Report Type:</b> <input type="checkbox"/><br><br>a. initial filing<br>b. material change<br><br>For Material Change Only:<br>Year _____ Quarter _____<br><br>Date of Last Report: _____ |
| <b>4. Name and Address of Reporting Entity:</b><br><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>Tier _____, <i>if known</i><br><br>Congressional District, <i>if known</i> : _____                                   | <b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b><br><br>Congressional District, <i>if known</i> : _____                                                                                                                                                                                             |                                                                                                                                                                                               |
| <b>6. Federal Department/Agency:</b><br><br>                                                                                                                                                                                                  | <b>7. Federal Program Name/Description:</b><br><br><b>CFDA Number, <i>If applicable</i>:</b> _____                                                                                                                                                                                                                                       |                                                                                                                                                                                               |
| <b>8. Federal Action Number, <i>if known</i>:</b><br><br>                                                                                                                                                                                     | <b>9. Award Amount, <i>if known</i>:</b><br><br>\$ _____                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                               |
| <b>10a. Name and Address of Lobbying Entity</b> (last name, first name, MI):<br><br>(attach continuation sheet(s) SF-LLL-A, <i>if necessary</i> )                                                                                             |                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                               |
| <b>10b. Individuals Performing Services</b> (including address if different from No. 10a)<br><br>(last name, first name, MI): _____                                                                                                           |                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                               |
| <b>11. Amount of Payment</b> ( <i>check all that apply</i> ):<br><br>\$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned                                                                                                | <b>13. Type of Payment</b> ( <i>check all that apply</i> ):<br><br><input type="checkbox"/> a. retainer<br><input type="checkbox"/> b. one-time fee<br><input type="checkbox"/> c. commission<br><input type="checkbox"/> d. contingent fee<br><input type="checkbox"/> e. deferred<br><input type="checkbox"/> f. other, specify: _____ |                                                                                                                                                                                               |
| <b>12. Form of Payment</b> ( <i>check all that apply</i> ):<br><br><input type="checkbox"/> Cash<br><input type="checkbox"/> in kind, specify nature<br>Value _____                                                                           |                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                               |
| <b>14. Brief description of Services Performed and Date(s) of Service, Including officer(s), employee(s), or Members(s) contacted, for Payment Indicated in Item 11:</b><br><br>(attach Continuation Sheet(s) SF-LLL-A, <i>if necessary</i> ) |                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                               |
| <b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                               |
|                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                               |

ON BOARD VIDEO SURVEILLANCE SYSTEM

PERIOD OF PERFORMANCE: MMM DD, 2009 THROUGH MMM DD, 2011

Attachment 9: DISCLOSURE OF LOBBYING ACTIVITIES

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                         |                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                         |                                                                      |
| <p><b>16.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.</p> | <p>Signature: _____<br/>Print Name: _____<br/>Title: _____<br/>Telephone No.: _____</p> |                                                                      |
| <p><b>Federal Use Only:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                         | <p>Authorized for Local<br/>Reproduction Standard<br/>Form - LLL</p> |

[END OF DISCLOSURE OF LOBBYING ACTIVITIES]

ON BOARD VIDEO SURVEILLANCE SYSTEM  
PERIOD OF PERFORMANCE: MMM DD, 2009 THROUGH MMM DD, 2011

Attachment 10: PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, THE Alameda-Contra Costa Transit District, herein called the "DISTRICT" or "AC TRANSIT" has entered into Contract No. 2009-1111 with \_\_\_\_\_ called Principal for \_\_\_\_\_

and;

WHEREAS, said Principal is required under the terms of Contract No. 2009-1111 to furnish a bond of faithful performance of the installation portion of the Contract.

NOW, THEREFORE, we, the Principal, and \_\_\_\_\_ as Surety, are held and firmly bound to the District, in the penal sum of \_\_\_\_\_

(\$ \_\_\_\_\_) lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if the above bonded Principal shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and Contracts in the said Contract and any alteration thereof made as provided in the Contract, on his part to be kept and performed at the time and in the manner specified and in all respects according to their true intent and meaning, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force.

And the said Surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the installation portion of the Contract or to the work to be performed hereunder or the specifications accompanying the same shall in any way effect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

As a condition precedent to satisfy completion of the installation portion of the Contract, the above obligations to the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) being not less than **ONE HUNDRED PERCENT (100%) of the total contract price payable to the District**, under this Contract, shall hold good for a period of one (1) year after the completion and acceptance of said work, during which time if the Principal makes full and satisfactory repair and replacement of, faulty workmanship, and work not conforming to the requirements of the Contract, and protects the District from cost and damage caused by same, then the obligation in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) shall become null and void, otherwise it shall remain in full force and virtue.

**ON BOARD VIDEO SURVEILLANCE SYSTEM**  
**PERIOD OF PERFORMANCE: MMM DD, 2009 THROUGH MMM DD, 2011**

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**Attachment 10: PERFORMANCE BOND**

In the event that the District, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then, in addition to the penal sum specified herein above, we agree to pay to the District, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

California law shall govern the interpretation of this bond.

To be considered complete, both the Contractor and an admitted Surety insurer authorized by the California Insurance Commissioner to transact surety business in the State of California, must sign this Performance bond. In addition, the Surety's signature must be notarized and a copy of the Surety's power of attorney must be attached.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
BY

\_\_\_\_\_  
PRINCIPAL SEAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
BY

\_\_\_\_\_  
SURETY SEAL

\_\_\_\_\_  
ADDRESS OF SURETY  
\_\_\_\_\_

**[END OF PERFORMANCE BOND]**

ON BOARD VIDEO SURVEILLANCE SYSTEM  
PERIOD OF PERFORMANCE: MMM DD, 2009 THROUGH MMM DD, 2011

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**Attachment 11: SOURCE CODE ESCROW AGREEMENT**

ESCROW AGREEMENT dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and among Contractor organized and existing under the laws of the State of \_\_\_\_\_ and having its principal place of business at \_\_\_\_\_ (hereinafter "Licensor"); AC Transit, organized and existing under the laws of the State of California and having its principal place of business at 1600 Franklin Street, Oakland, CA 94612, (hereinafter the "District"); and \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, and having its principal place of business at \_\_\_\_\_ (hereinafter the "Escrow Agent").

**WITNESSETH**

WHEREAS, the Licensor and the District have entered into a software agreement (hereinafter "License Agreement") dated \_\_\_\_\_, a copy of which is appended hereto and made a part hereof, pursuant to which the Licensor has licensed to the District certain computer software, including all updates, improvements, and enhancements thereof from time to time developed by the Licensor, and such additional program changes as the District may order from the Licensor from time to time, and all documentation therefore developed by the Licensor (hereinafter collectively referred to as the "Product"); and

WHEREAS, it is the policy of the Licensor not to disclose the source codes and related documentation (hereinafter collectively referred to as the "Source Code") for the Product to its customers except as provided in an applicable Escrow Agreement; and

WHEREAS, Licensor and the District agree that upon the occurrence of certain events described in Section 3.A below, the District shall be able to obtain the Source Code and all revisions

NOW, THEREFORE, in consideration of the mutual covenants exchanged herein and for other valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Licensor, the District, and the Escrow Agent hereby act and agree as follows:

1. Deposits

The Escrow Agent, as a safekeeping escrow agent, agrees to accept from the Licensor the Source Code. The Escrow Agent will issue to the Licensor a receipt for the Source Code upon. The Source Code held by the Escrow Agent shall remain the exclusive property of the Licensor, and the Escrow Agent shall not use Source Code or disclose the same to any third party except as specified herein. The Escrow Agent will hold the Source Code in safekeeping at its offices herein above indicated unless and until the Escrow Agent receives notice pursuant to the terms of this Agreement that the Escrow Agent is to deliver the Source Code to the District or Licensor, in which case the Escrow Agent shall

**ON BOARD VIDEO SURVEILLANCE SYSTEM**  
**PERIOD OF PERFORMANCE: MMM DD, 2009 THROUGH MMM DD, 2011**

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**Attachment 11: SOURCE CODE ESCROW AGREEMENT**

deliver the Source Code to either Licenser or the District pursuant to the provisions of this Escrow Agreement.

2. Representations of Licenser to the District

Licenser represents and warrants to the District that:

- A. The material described in the attached Schedule A constitutes the Source Code and documentation for the Product licensed to the District pursuant to the License Agreement.
- B. The Source Code delivered to the Escrow Agent is in a form suitable for reproduction by computer and/or photocopy equipment, and consists of a full source language statement of the program or programs comprising the Product and complete program maintenance documentation, including all flow charts, schematics, and annotations which comprise the pre-coding detailed design specifications, and all other material necessary to allow a reasonably skilled third party programmer or analyst to maintain or enhance the Product without the help of any other person or reference to any other material.
- C. The Licenser will promptly supplement the Source Code with all revisions, corrections, enhancements, or other changes so that the Source Code constitutes a human-readable program for the then current release of the Product.

3. Notice of Default

- A. The Licenser shall be deemed to be in default of its responsibilities to District if: the Licenser is not able, at any time during the performance of Contract No. 99-643, to continue the contract for any reason, including, but not limited to, termination for nonperformance; default in performance; or sale, assignment, or transfer .of ownership of Contract No. 99-643 without the written authorization of the District; or
- B. the Licenser is unable, at any time during the warranty period specified in the License Agreement, to correct any malfunction, defect, or nonconformity in any Product which prevents such Product from functioning in accordance with the applicable specifications documentation, performance criteria, and other warranties and descriptions provided in the License Agreement, within twenty (20) business days after the District's notification to Licenser specifying, in reasonable detail, how the Product fails to conform; or the Licenser, or

**ON BOARD VIDEO SURVEILLANCE SYSTEM**

**PERIOD OF PERFORMANCE: MMM DD, 2009 THROUGH MMM DD, 2011**

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**Attachment 11: SOURCE CODE ESCROW AGREEMENT**

- C. is unable to discharge any of its maintenance obligations with respect to any Product in accordance with the warranties or other standards for such maintenance set forth in any software maintenance agreement from time to time in effect between the Licensor and the District, within business days after District's notification specifying in reasonable detail how the Product is not being maintained properly; or
- D. the sale, assignment, or other transfer by the Licensor, without the prior written consent of the District, of such of the Licensor's rights in the Product as would prevent the Licensor from the discharge of its obligations with respect to the performance of the Product under the License Agreement during the warranty period, or from the discharge of its maintenance obligations with respect to the Product under any software maintenance agreement from time to time in effect between Licensor and District; or
- E. the Licensor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers, or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated its business voluntarily or otherwise, and District has compelling reasons to believe that such event(s) will cause Licensor to fail to meet its requirements under Contract No. 2009-1111, or warranty and maintenance obligations in the foreseeable future.
- F. The District shall give written notice (the "Notice of Default") to the Escrow Agent of any default by the Licensor. The Notice of Default shall, at the minimum, (i) be labeled "Notice of Default," (ii) identify the License Agreement and this Escrow Agreement, (iii) specify the nature of the default, (iv) identify the Source Code with specificity, and (v) demand the delivery of the Source Code to the District.
- G. Upon receipt of the Notice of Default, the Escrow Agent shall send a copy thereof to the Licensor by certified or registered mail, postage prepaid, return receipt requested. If the Licensor desires to dispute the Notice of Default, the Licensor shall, within days after the receipt of the copy of the Notice of Default from the Escrow Agent, deliver to the Escrow Agent an Affidavit stating that no default has occurred, whereupon the provisions of Paragraph 5 hereof will become applicable. If the Escrow Agent receives the Affidavit within said days, the Escrow Agent shall send a copy to the District by certified or registered mail, return receipt requested, and the Escrow Agent shall continue to hold the

**ON BOARD VIDEO SURVEILLANCE SYSTEM**  
**PERIOD OF PERFORMANCE: MMM DD, 2009 THROUGH MMM DD, 2011**

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**Attachment 11: SOURCE CODE ESCROW AGREEMENT**

- H. Source Code in accordance with this Escrow Agreement. If the Escrow Agent does not receive the Affidavit within said days, the Escrow Agent is authorized and directed to deliver the Source Code to the District.

4. Notice of Termination

Upon the termination of the License Agreement for reasons other than non-performance or default on Contract 2009-1111, failure to perform the warranty provisions or other events as more completely described in paragraph 3 herein, the Licensor may obtain the return of the Source Code by furnishing written notice of the termination, agreed to by authorized and notarized signature of the District.

5. Disputes

- A. In the event that Licensor files the required affidavit with the Escrow Agent in the manner and within the time period set forth in Paragraph 3.C hereof, or if the District shall fail to agree that the License has been terminated, the Escrow Agent shall not release the Source Code to either party except in accordance with (i) a mediation agreement as hereinafter provided; (ii) receipt of an agreement with authorized and notarized signatures of both Licensor and District, authorizing the release of the Source Code to one of the parties; or (iii) a final decision by the Alameda County Superior Court.
- B. Disputes arising under this Agreement shall be referred immediately to mediation. The mediation shall be conducted in Oakland, California. The Escrow Agent shall give prompt effect to any authenticated mediation agreement, notwithstanding the right of either party to seek, in Alameda County Superior Court, enforcement or a stay of the mediation agreement based solely upon the failure of either party to comply with the mediation agreement.
- C. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

6. Payment to Escrow Agent

As payment for its services hereunder, the Escrow Agent shall receive a fee in an amount agreed to by both parties or, if there is no agreement, in an amount specified by the arbitration panel, to be paid by the Licensor.

ON BOARD VIDEO SURVEILLANCE SYSTEM  
PERIOD OF PERFORMANCE: MMM DD, 2009 THROUGH MMM DD, 2011

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Attachment 11: SOURCE CODE ESCROW AGREEMENT

7. Termination

This Escrow Agreement shall terminate on the delivery of the Source Code to either party in accordance with the terms of this Agreement.

8. Waiver, Amendment, or Modification; Severability

This Escrow Agreement shall not be waived, amended, or modified except by written agreement of all the parties hereto. Any invalidity in whole or in part, of any provision of this Escrow Agreement shall not affect the validity of any other of its provisions.

9. Notices

All notices required to be given hereunder shall be in writing and shall be given by certified or registered mail, return receipt requested, to the parties at their respective addresses as provided in Contract No. 99-643.

10. Limitation on Escrow Agent's Responsibility and Liability

- A. The Escrow Agent shall not be obligated or required to examine or inspect the Source Code, or any of the Additions. The Escrow Agent's obligation for safekeeping shall be limited to providing the same degree of care for the Source Code as it maintains for its valuable documents and those of its customers lodged in the same location with appropriate atmospheric or other safeguards. However, the parties agree and acknowledge that the Escrow Agent shall not be responsible for any loss or damage to any of the Source Code due to changes in such atmospheric conditions, unless such changes are proximately caused by the gross negligence or intentional misconduct of the Escrow Agent, its employees, agents, or assigns.
- B. The Escrow Agent shall be protected when acting upon any written notice, request, waiver, consent, receipt, or other paper or document furnished to it, not only in assuming its due execution and the validity and effectiveness of its provisions but also as to the truth and acceptability of any information therein contained, which it in good faith believes to be genuine and what it purports to be.
- C. In no event shall the Escrow Agent be liable for any act or failure to act under the provisions of this Escrow Agreement except where its acts are the result of its gross negligence or intentional misconduct. The Escrow Agent shall have no duties except those which are expressly set forth herein, and it shall not be bound by any notice of a claim, or demand with respect thereto, or any waiver, modification, amendment, termination or

**ON BOARD VIDEO SURVEILLANCE SYSTEM**  
**PERIOD OF PERFORMANCE: MMM DD, 2009 THROUGH MMM DD, 2011**

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**Attachment 11: SOURCE CODE ESCROW AGREEMENT**

rescission of this Escrow Agreement, unless in writing received by it, and, if its duties are affected, unless it shall have given its prior written consent thereto.

- D. The parties to this Agreement hereby jointly and severally indemnify the Escrow Agent against any loss, liability, or damage, other than any caused by the gross negligence or intentional misconduct of the Escrow Agent, its employees, agents and assigns, including reasonable costs of litigation and counsel fees, arising from and in connection with the performance of its duties under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the year and date first above written.

\_\_\_\_\_  
("Licensor")

\_\_\_\_\_  
(Date)

Attest: \_\_\_\_\_

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
By:

\_\_\_\_\_  
("Escrow Agent")

\_\_\_\_\_  
(Date)

Attest: \_\_\_\_\_

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
By:

Approved as to form:

\_\_\_\_\_  
AC Transit Counsel

\_\_\_\_\_  
(Date)

Attest: \_\_\_\_\_

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
By:

**ON BOARD VIDEO SURVEILLANCE SYSTEM (OBVSS)**  
**PERIOD OF PERFORMANCE: MMM DD, 2009 THROUGH MMM DD, 2011**

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**Attachment 12: SAMPLE CONTRACT**

**THIS CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2009, by and between the **ALAMEDA-CONTRA COSTA TRANSIT DISTRICT** (hereinafter "District"), a special transit District established pursuant to California Public Utilities Code, Section 24501 et seq., and \_\_\_\_\_ (hereinafter "Contractor").

**THE PARTIES AGREE AS FOLLOWS:**

**1. SCOPE OF WORK**

Contractor shall furnish the District the required OBVSS, to include all parts, labor, and services in full accordance with Request For Proposal No. 2009-1111 prepared and issued by the District entitled **ON BOARD VIDEO SURVEILLANCE SYSTEM (OBVSS)** dated August 4, 2009.

**2. COMPONENT PARTS**

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

- A. Contract
- B. Request for Proposal No. 2009-1111 and all Addenda
- C. Submitted Cost Matrix

**3. PERIOD OF PERFORMANCE**

Services under this Contract shall commence upon execution of the Contract by the Parties and continue for a two (2) year period, unless extended by the parties. Contractor shall not be held liable for delays resulting from problems of scheduling on the part of the District.

**4. OPTION FOR ADDITIONAL SYSTEMS (PRICED)**

At its sole discretion, the District may exercise the option to purchase additional On Board Video Surveillance Systems (OBVSS), as well as additional miscellaneous items as required over the length of this contract, at the prices submitted in the Contractor's Cost Matrix. If the option for the purchase of additional systems is required and exercised, the District shall issue purchase orders for the additional systems as required.

**5. CONTRACT PRICE**

The District agrees to pay the Contractor in accordance with their submitted Cost Matrix, for the Base order of \_\_\_\_\_ (\$x,xxx,xxx) for

**ON BOARD VIDEO SURVEILLANCE SYSTEM (OBVSS)**  
**PERIOD OF PERFORMANCE: MMM DD, 2009 THROUGH MMM DD, 2011**

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**Attachment 12: SAMPLE CONTRACT**

goods and installation services performed in accordance with this Contract. The District and the Contractor must mutually agree upon any adjustments in payment.

**6. INVOICING**

Invoices for product and services performed shall be submitted by the Contractor to AC Transit Accounts Payable, P.O. Box 28507, Oakland, California. 94604. The Contractor shall only submit an invoice once the District has determined that a progress payment milestone has been achieved, in accordance with the following milestone schedule:

**Milestone Payment Schedule (Base Order ONLY)**

|                                                                                                                    |     |
|--------------------------------------------------------------------------------------------------------------------|-----|
| Installation, Testing & Acceptance of Mini-Fleet<br>(100% fully installed and operational) (See SOW Paragraph 7.F) | 15% |
| Installation, Test & Acceptance of Each System<br>(100% completed installation)                                    | 50% |
| Final System Acceptance fully installed<br>(See SOW Paragraph 7.Q)                                                 | 35% |

**Please reference the Contract Number and Purchase Order Number on all invoices.**

**7. NOTICES**

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

**DISTRICT:**

Purchasing and Materials Manager  
10626 International Blvd.  
Oakland, California 94603

**CONTRACTOR:**

**8. 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 Agreement, the parties agree that the court

**ON BOARD VIDEO SURVEILLANCE SYSTEM (OBVSS)**  
**PERIOD OF PERFORMANCE: MMM DD, 2009 THROUGH MMM DD, 2011**

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**Attachment 12: SAMPLE CONTRACT**

having jurisdiction over such dispute shall have the authority to determine and fix reasonable attorney's fees to be paid to the prevailing party.

**9. SEVERABILITY**

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

**10. BINDING EFFECT**

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

**11. CONFLICT OF INTEREST**

- A. The contractor represents and warrants that neither the General Manager, nor any director, officer, nor employee of the District is in any manner interested directly or indirectly in the submittal 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.).
- B. No member, officer, or employee of the District or any public entity during his tenure or for one year thereafter, shall have any interest, direct or indirect, in the contract to be awarded.
- C. No member or or a delegate to the Congress of the United States shall be admitted to any share or part of the contract awarded under this submittal or to any benefit arising therefrom.

**12. ENTIRE AGREEMENT**

- A. This Contract represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this Contract, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.
- B. This contract may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this contract shall be void and of no effect.

ON BOARD VIDEO SURVEILLANCE SYSTEM (OBVSS)  
PERIOD OF PERFORMANCE: MMM DD, 2009 THROUGH MMM DD, 2011

Attachment 12: SAMPLE CONTRACT

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

ALAMEDA-CONTRA COSTA  
TRANSIT DISTRICT:

CONTRACTOR:

\_\_\_\_\_  
Rick Fernandez  
General Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name  
Please Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Approved as to Form:

\_\_\_\_\_  
Kenneth C. Scheidig  
General Counsel

\_\_\_\_\_  
Date