

Request for Proposal



GOLDEN GATE BRIDGE
HIGHWAY & TRANSPORTATION DISTRICT

RFP No. 2008-MD-1

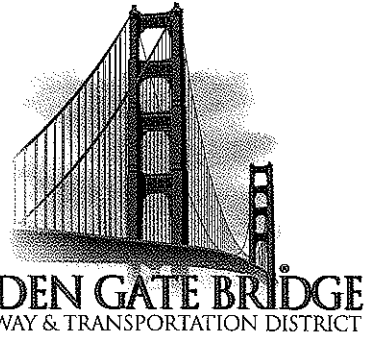
for

*ADVANCED COMMUNICATION AND
INFORMATION SYSTEM*

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ADVANCED COMMUNICATION AND INFORMATION SYSTEM

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NOTICE INVITING SEALED PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received in the Office of the Secretary of the District, Golden Gate Bridge, Highway and Transportation District (District) either by U.S. Postal Service addressed to its mailing address, Box 9000, Presidio Station, San Francisco, CA 94129-0601, or by personal delivery to its office at the Administration Building, Toll Plaza, Golden Gate Bridge, San Francisco, CA, on **Tuesday, July 8, 2008, until 2:00 p.m., Pacific Local Time**, for the following:

RFP NO. 2008-MD-1 **ADVANCED COMMUNICATION AND INFORMATION SYSTEM**

The District seeks proposals from qualified firms to provide an advanced communication and information system. Proposals shall be submitted on the District's "Proposal Form" and enclosed in a sealed envelope marked "**RFP No. 2008-MD-1, ADVANCED COMMUNICATION AND INFORMATION SYSTEM,**" and plainly endorsed with Proposer's name and address.

A mandatory Pre-Proposal Conference will be held in the Board Room, Toll Plaza Administration Building, Golden Gate Bridge, San Francisco, CA on **Tuesday, May 13, 2008**, at 10:00 a.m. Following the Pre-Proposal Conference, a three-day mandatory Site Tour will be conducted throughout the day on **May 13, 14, and 15, 2008**. Proposers must be present for the entire Pre-Proposal/Site Tour process. As many representatives of your firm as necessary may attend the initial Pre-Proposal Conference. Due to space limitations, a maximum of two representatives of each Proposer may attend the Site Tour.

The Site Tour may involve visiting security sensitive District locations. At least fourteen days (14) prior to the Pre-Proposal Conference/Site Tour, Prospective Proposers must sign a Non-Disclosure Agreement for Release of Security Sensitive Information included in this RFP as Form NDA-1 and must provide the District with a list of all individuals who will participate in the Site Tour. Along with such a list, Prospective Proposers shall include a copy of a government-issued photo identification (ID), preferably a driver's license, for each listed individual. The IDs will be used for a law enforcement check to compare the names against lists of known terrorists. Only individuals who pass the security screening will be allowed to participate on the Site Tour. Prior to the Pre-Proposal Conference, the District will notify Prospective Proposers about the results of the security screening.

Request for clarifications, corrections, or modifications of any requirement must be submitted in writing by **Tuesday, May 27, 2008, until 4:30 p.m., Pacific Local Time**.

In the event installation of the Advanced Communication and Information System requires construction work, the Contractor or Subcontractor responsible for installing the Advanced Communication and Information System shall possess a valid State of California Class B Contractor's License at the time of Contract award. All Contractors or Subcontractors shall be properly licensed by the State of California to perform specialized trades.

The District hereby notifies all Proposers that it is the policy of the District to ensure nondiscrimination on the basis of race, color, national origin, or sex in the award and administration of Contracts. Proposers are strongly encouraged to obtain Disadvantaged Business Enterprise (DBE) participation on this project, although there is no Contract-specific DBE goal. For DBE assistance, contact the DBE Program Office, at (415) 257-4581.

This Contract may be subject to financial assistance from the U.S. Department of Transportation. Proposers will be required to certify that they have not been suspended or debarred from participation in federally-funded Contracts. Proposers must also disclose lobbying activities. Full compliance with all applicable Safety and Health Standards, DBE requirements, Equal Employment Opportunity, and Americans with Disabilities Act laws and regulations will be required of the successful Proposer.

Proposals will be examined and reported to the District Board of Directors within one hundred twenty (120) calendar days after the proposals have been opened. The District reserves the right to reject any and all proposals, or to waive any irregularities or informalities in any proposal or in the proposal procedure, or to postpone the proposal opening for good cause. No Proposer may withdraw its proposal for a period of one hundred twenty (120) days after the date of opening of the proposals. Each Proposer will be notified of award of Contract, if award is made.

The successful Proposer shall furnish a performance bond and, pursuant to California Civil Code Section 3247, a payment bond, if civil work exceeds Twenty-Five Thousand Dollars (\$25,000).

Portions of this work may be subject to the Labor Code provisions governing public works projects. In accordance with Section 1720 et seq. of the Labor Code, the general prevailing wage rates as established by the Director of the California Department of Industrial Relations will apply to construction work related to the installation of the Advanced Communication and Information System. The prevailing wage rates established by the State Director of Industrial Relations can be viewed at the District's offices, and are available on the State of California's web site at <http://www.dir.ca.gov/> or can be obtained by mail addressed to: Prevailing Wage Unit, Division of Labor Statistics and Research, Department of Industrial Relations, P.O. Box 420603, San Francisco, CA 94142-0603.

Should the general prevailing wage rates not specify a wage determination for a particular craft classification or type of worker, attention is directed to 8 CCR 16202(s) regarding petitioning the Director of the California Department of Industrial Relations for a special wage determination. The District has made no request for such determination as the District does not know the specific craft classifications or type of workers intended by Contractor for this project.

Minimum wage rates for this project, as determined by the U.S. Secretary of Labor, are set forth in Appendix J of the RFP. If there is a difference between the minimum wage rates determined by the Secretary of Labor and the prevailing wage rates determined by the State for similar classifications of labor, Contractor and its Subcontractors shall pay no less than the higher wage rate.

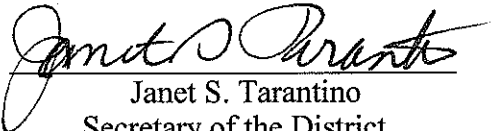
Pursuant to Public Contract Code Section 22300 the successful Proposer may submit certain securities in lieu of the District withholding retention of payments during this project.

Proposers' attention is directed to the requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor, which requirements shall apply to all work to be done under this Contract.

The Request for Proposals (RFP) documents are available for download on the District's web site. To download the documents, open the District's web site home page at <http://www.goldengate.org>, click on Contract Opportunities, scroll down to Multiple Divisions and look for RFP No. 2008-MD-1. For those who wish to download these documents from the District's web site, your name will not appear on the District's "List of Potential Proposers" unless you notify the Office of the Secretary of the District. The District requests that all potential Proposers who download documents complete the "List of Potential Proposers" form in Word format, posted with the documents, and return the form to the Office of the Secretary of the District. Ultimately, it is the responsibility of the Proposer to check the District's web site for any addenda that may be issued relative to this RFP.

In addition, RFP documents may be inspected and obtained at the Office of the Secretary of the District, Administration Building, Toll Plaza, Golden Gate Bridge, San Francisco, CA, by telephone at (415) 923-2223, or by facsimile at (415) 923-2013.

For additional information, contact Aida Caputo, Contracts Officer, at (415) 923-2229.


Janet S. Tarantino
Secretary of the District

Dated at San Francisco, this 15th day of April, 2008.

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

REQUEST FOR PROPOSALS

FOR

ADVANCED COMMUNICATION AND INFORMATION SYSTEM

RFP NO. 2008-MD-1

1. PROPOSAL REQUEST

The Golden Gate Bridge, Highway and Transportation District (District) requests Proposals from qualified Proposers (Contractor) for a turnkey digital trunked radio communications system compliant with the TIA/EIA – 102 (Project 25) standard. The District is also requesting Proposals for an off-the-shelf Computer Aided Dispatch (CAD) and Automatic Vehicle Location (AVL) System to improve planning and operations of District services. The Contractor shall provide full integration of the new radio system with the CAD/AVL System and ITS components. Together, the radio communications system, the CAD, AVL and all ITS elements make up, and are referred to collectively as, the Advanced Communication Information System (ACIS).

The District also seeks Proposals that include provision of an extended warranty service program for the ACIS upon expiration of the one-year warranty period. Inclusion of such extended warranty in any Contract awarded will be at the District's discretion.

The District seeks a qualified Contractor with significant comparable experience providing similar systems to public agencies. To the extent that Proposers require multiple team members to provide the necessary components of the ACIS, such provision shall be through a Prime Contractor/Subcontractor relationship. The District intends to enter into one Contract with a single firm. Proposers may, however, submit multiple Proposals including alternate Subcontractor team members. The District will evaluate each Proposal submitted separately, so multiple Proposals must each be individually complete and responsive to this RFP.

2. PROPOSAL TIME LINE

Listed below is the Proposal Time Line which outlines pertinent dates of which the Proposers should make themselves aware:

Tuesday, April 15, 2008	RFP issued to public
Tuesday, April 29, 2008	Submission of Form NDA-1 and other security sensitive information
Tuesday, May 13, 2008 Wednesday, May 14, 2008 & Thursday, May 15, 2008	Mandatory Pre-Proposal Conference at 10:00 a.m. and site tours will encompass 3 days.
Tuesday, May 27, 2008	Requests for clarification due date

Tuesday, June 24, 2008	Addendum issued (if required)
Tuesday, July 8, 2008	Proposals due at 2:00 p.m.
Monday, August 4, 2008 & Tuesday, August 5, 2008	Tentative time for Proposer interviews
Friday, September 19, 2008	Staff recommendation forwarded to Proposers
Thursday, September 25, 2008	Staff recommendation to Building and Operating Committee
Friday, September 26, 2008	Building and Operating Committee recommendation to Board of Directors

These dates are subject to revision at the District's discretion.

3. SUBMITTAL OF PROPOSALS

A. Requests for Clarification, Corrections, or Modifications of the Proposal Specifications

Any requests for clarification, corrections, or modifications of the Proposal specifications shall be submitted in writing to the Office of the District Secretary by **May 27, 2008**. Any interpretation, change, or correction of said specifications will be made by addenda only, duly issued by the Secretary of the District no later than **June 24, 2008**. Copies of such addenda will be mailed or delivered to each firm receiving a set of specifications. All oral modifications of these conditions or specifications are void and ineffective. The District reserves the right to reject any Proposal that contains unauthorized conditions or exceptions.

B. Proposal Due Date

An original Proposal and ten (10) copies, along with ten (10) CDs containing all Proposal Documents in MS Word Version 2003, should be submitted in a sealed envelope marked, "**ADVANCED COMMUNICATION AND INFORMATION SYSTEM, RFP-2008-MD-1,**" and plainly endorsed with Proposer's name and address. Proposals will be sent or delivered to the following address:

Mail To:

Golden Gate Bridge, Highway and Transportation District
 Box 9000, Presidio Station
 San Francisco, CA 94129-0601
 Attn: Janet S. Tarantino, Secretary of the District

Hand Deliver To:

Golden Gate Bridge, Highway and Transportation District
 Toll Plaza Administration Building
 San Francisco, CA
 Attn: Janet S. Tarantino, Secretary of the District

Proposals must be received no later than **Tuesday, July 8, 2008, at 2:00 p.m.** Proposals received after the time and date specified will not be considered. The District is not responsible for deliveries delayed for any reason. The time received in the office of the Secretary of the District shall determine the official time received. Submission of a Proposal shall constitute a firm offer to the District for one hundred and twenty (120) days from the submission deadline for Proposals.

Should firms interested in submitting a Proposal have questions regarding the required services, the contents of the Proposal, the selection procedures, or any other requirements, these questions should be directed to Janet S. Tarantino, Secretary of the District, at 415-923-2223.

Each Proposal Form must be signed by one or more individuals with authority to bind the Proposer to the Proposal. All Proposals without the appropriate signature(s) may be deemed non-responsive and may result in the rejection of the Proposal.

District staff will review all Proposals received and several finalists may be selected. These finalists may be invited to an oral interview. Please reserve the dates of **August 4 and 5, 2008**, as tentative dates planned for finalist interviews. It is requested that the attendees be restricted to those individuals who will have direct involvement with the program.

C. Proposal Forms and Sample Documents

For the Proposer's information, the following documents are included in this Request for Proposal (RFP), all of which comprise the RFP Documents:

Form NDA-1	Non-Disclosure Agreement for Release of Security Sensitive Information
Form PF-1	Proposal Form
Form PF-2	Sample of Certificate of Insurance
Form PF-3	Acknowledgement of Addenda, if applicable
Form PF-4	Non-Collusion Affidavit
Form PF-5	List of Subcontractors
Form PF-6	Prime Contractor & Subcontractor/Subconsultant/Supplier Report
Form PF-7	Description of Selection Process of Subcontractors, Subcontractors, and Suppliers
Form BA-1	Buy America Certificate
Form LB-1	Lobbying Certificate
Form CRD-1	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
Form CF-1	Sample Form of Contract
Form CF-2	Performance Bond

Form CF-3	Payment Bond
Exhibit "A"	Technical Specifications
Appendix A	Mobile Subscribers Units
Appendix B	Portable Subscribers Units
Appendix C	District FCC Licenses
Appendix D	MTC 511.org TravInfo® Java Message Service Specification
Appendix E	Example Radio Coverage Acceptance Test Plan
Appendix F	District GDT Base Map License
Appendix G	UHF T-Band Air-Time Traffic Study
Appendix H	TransLink® Interface Control Document Interface
Appendix I	Contract Document Requirements List (CDRL)
Exhibit "B"	Legal Relations and Responsibility
Exhibit "C"	Davis-Bacon Wage Determination

D. Examination of RFP Documents and Pre-Proposal Conference and Site Tour

The Proposer shall have examined carefully the RFP Documents and the site of work. The submission of a Proposal shall be conclusive evidence that the Proposer has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, as to the quantities of materials to be furnished, and as to the requirements of the Contract Documents.

A mandatory Pre-Proposal Conference will be held in the Board Room, Toll Plaza Administration Building, Golden Gate Bridge, San Francisco, CA on **May 13, 2008**, at 10:00 a.m. Following the Pre-Proposal Conference, a three-day mandatory Site Tour will be conducted throughout the day on **May 13, 14, and 15, 2008**. Proposers must be present for the entire Pre-Proposal/Site Tour process.

As many representatives of your firm as necessary may attend the initial Pre-Proposal Conference. Due to space limitations, a maximum of two (2) representatives of each Proposer may attend the Site Tour.

The Site Tour may involve visiting security sensitive District locations. At least fourteen (14) days prior to the Pre-Proposal Conference/Site Tour, Prospective Proposers must sign a Non-Disclosure Agreement for Release of Security Sensitive Information included in this RFP as Form NDA-1 and must provide the District with a list of all individuals who will participate in the Site Tour. Along with such a list, Prospective Proposers shall include a copy of a government-issued photo identification (ID), preferably a driver's license, for each listed individual. The IDs will be used for a law enforcement check to compare the names against lists of known terrorists. Only individuals who pass the security screening will be allowed to participate on the Site Tour. Prior to the Pre-Proposal Conference, the District will notify Prospective Proposers about the results of the security screening.

Proposers are reminded that any changes to the RFP shall be by written addenda only and nothing stated at the Pre-Proposal Conference shall change or qualify in any way any of the provisions in the RFP and shall not be binding on the District.

4. DESCRIPTION OF DISTRICT

Please refer to Exhibit “A”, Technical Specifications, Section 2, District Overview.

5. SCOPE OF SERVICES

Please refer to Exhibit “A”, Technical Specifications for the Scope of Services.

6. PROPOSER’S MINIMUM QUALIFICATIONS

All companies submitting a Proposal must meet the following minimum qualifications:

The Proposer shall be a commercial entity with an established track record operating in its field. In addition, Proposer shall be, or have as part of its team the following:

- Land Mobile Radio (LMR) Product Manufacturer – a company that is a product manufacturer of standard commercial LMR communications equipment for use of the type required for this project (i.e., transmitter and receiver equipment for operation in the 470 to 490 MHz spectrum). The company shall have engineering, project management, product integration resources, and demonstrable manufacturing capacity sufficient to produce and deliver specified equipment in quantities adequate to meet the functional specifications and project time lines set forth in the RFP.
- Systems Integrator – a company that is a systems integrator with demonstrable successful experience in integrating large-scale LMR and CAD/AVL implementations with ITS components. Such entity shall have engineering, project management, and product integration resources.

The Proposing company, as well as all Subcontractor team members, must maintain as current all certifications, licenses, and registrations that are required to implement this project.

Booz Allen Hamilton is serving as a consultant to the District on this Project. No Proposer may use Booz Allen Hamilton as a Subcontractor on any project related to this Contract. Proposers must also disclose with their Proposal all contractual relationships currently existing, or that have concluded in the last year, with Booz Allen Hamilton. Please see Section 12 below regarding Conflicts of Interest.

7. PROPOSAL CONTENT

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that Proposals include the following basic format. The Contractor is expected to provide services as outlined in this RFP and prepare its response to fully address its ability to satisfy these components. Although the District is not specifying a page limit, **clarity and conciseness are essential** and will be considered in assessing the Proposer’s capability.

A. Title Page

Show Proposal subject, name of company, name of President, local address, local contact name, local telephone number, local facsimile number, and email address. Note: A local address is not a necessary requirement for this Contract.

B. Executive Summary

State whether your company meets the minimum qualifications outlined above in Section 6, Proposer's Minimum Qualifications. Summarize what distinguishes you as a Contractor and why you would be a good match for the District in this endeavor. Describe all team members that will serve as Subcontractors on this project. Please confirm whether you accept the terms contained in the sample Contract (Form CF-1) and Exhibit B – "Legal Relations and Responsibilities." See Section 7.E below.

C. General Information

(1) Qualifications and Experience of Proposer

Please provide the following information for your firm, as well as for all team members that will serve as Subcontractors on this project:

- For both the company as a whole, and the office that will perform the work, please give:
- Number of years in business.
- Size of company (employees, yearly revenue).
- Type of organization (individual, partnership, or corporation).
- Which office(s) of the organization will have primary responsibility for this account.
- Describe how the team for this project is organized, including members of the professional staff, staff resources, and expertise. Identify other offices and or corporate resources, which you intend to use in servicing this project.
- Describe the company's experience with implementing a simulcast network using LMR communications technology.
- Describe Equal Employment Opportunity policies and achievements.
- Describe how the company assures performance criteria are properly defined, measured, and reviewed.
- Comment on other areas, which make the company different from competitors.

- Describe any known or perceived actual or potential conflicts of interest with the District, its directors, officer, agents, or employees. (Please refer to Section 15, Interest of District Personnel.)
- Please provide an organizational chart showing lines of reporting and accountability.
- Please describe the company's philosophy regarding selection and assignment of the Project Manager and other Key Personnel.
- Please describe the number and size of other projects the company's resources are obligated to during the term of this agreement.
- Please describe your approach to quality control and oversight and how you will ensure the District's project receives quality service throughout the project term.

(2) **Qualifications and Experience of Team**

Include a list of all Key Personnel and their resumes. Please limit resumes to two pages for each Key Personnel. In addition, for each Key Personnel, please provide information demonstrating the necessary qualifications and experience as described further below.

For purposes of this clause, "Key Personnel" is defined as those individuals who are essential to the successful completion and execution of this project. Key Personnel must be available for the duration of the engagement and may not be substituted without prior written approval by the District. The District reserves the right to direct the removal of any individual, including Key Personnel, assigned to this project.

Key personnel shall include at a minimum the following positions and qualifications:

Project Manager. The Project Manager (PM) shall be responsible for overall management of the Contract, including cost, schedule, and technical performance for all products delivered to the District and availability of resources to complete all task orders. The PM shall maintain cognizance of the current state of the project, and act as high-level technical point of contact between the District and the Contractor. The PM prepares task order Proposals, cost estimates, and status reports and reviews and approves technical deliverables. The PM shall have experience in successfully managing at least three completed projects of comparable size and complexity that demonstrate the PM's qualifications. The PM shall hold at least a Bachelor's degree in engineering, the sciences, or equivalent, or have equivalent experience in the industry. The PM shall have demonstrated success in keeping programs involving multiple Subcontractors on schedule and within budget, and in providing high quality products meeting the sponsor's expectations. The PM shall have reporting relationship on all matters to the District's Project Manager.

Project Quality Manager. Project Quality Manager should have a Bachelor's degree from an accredited four-year institution in engineering, engineering technology, management, business administration or related field, and possess demonstrated experience as a Project Quality

Manager. The Project Quality Manager will also have a reporting relationship to the District's Project Manager for matters relating to quality.

Communications Engineer. The Communications Engineer (CE) provides expertise in telecommunications and general communications theory. The CE shall have considerable (preferably a minimum of ten (10) years) experience in telecommunication-related systems development and hold at least a Bachelor's degree in electrical engineering, electronics engineering, communications engineering, or equivalent. The CE's area of knowledge shall include, but not be limited to, interference studies, communications performance predictions, network communication, and protocol development and evaluation. The CE prepares and reviews technical reports for delivery to the District. The Communications Engineer shall have reporting relationship on all matters to the District's Project Manager.

Test Director. The Test Director (TD) provides specific expertise in the testing and evaluation of communications systems. The TD shall have considerable (preferably a minimum of ten (10) years) experience in telecommunication-related systems development and hold at least a bachelor's degree in electrical engineering, electronics engineering, communications engineering, or equivalent. The TD shall have knowledge and experience in testing and test equipment germane to mobile and fixed telecommunications, including, but not limited to, radio receivers and transmitters, antennas, coaxial transmission lines, networked systems, waveguides, modems, CAD/AVL systems, and ITS components. The TD develops test plans and testing schedules based on testing requirements and performs testing. The Contractor may propose separate test engineers for the radio communications system and CAD/AVL/ITS systems however one individual within the Contractor's organizations shall be the TD and shall have sole responsibility for oversight and success of the entire test program. The Test Director shall have reporting relationship on all matters to the District's Project Manager.

System Integrator. The System Integrator (SI) provides general engineering expertise, which may overlap with the Communications Engineer, but generally is less specific to the discipline of communications. The SE shall have considerable (preferably a minimum of ten (10) years) experience in systems engineering-related development and hold at least a Bachelor's degree in systems engineering, electronics engineering, communications engineering, or equivalent. Areas of expertise shall include requirements analysis, system analysis, reliability and availability analysis, including integration of LMR and CAD/AVL systems. The System Integrator shall have reporting relationship on all matters to the District's Project Manager.

- Identify any other Key Personnel who will be responsible for the work, with their respective qualifications and experience.

(3) **Project Approach and Understanding**

This Section should address how your company plans to meet the Technical Specifications outlined in Exhibit "A" of this RFP. While the RFP is a technically oriented document and presents many requirements for the ACIS, the District will select the Contractor whose Proposal represents the best perceived value and maintains the spirit, if not the letter, of each requirement.

- Exhibit A, the Technical Specifications, includes instructions to Proposers concerning requested responses to particular requirements. Address, with reference to specific section number of Exhibit A, each of these specific requests. As a convenience to Proposers, following is a table which includes all such instructions. Please address all of the following. Please also submit the table below, indicating where in your Proposal the responses to each item may be found:

	Exhibit A Section	Proposer's Required Response	Where in your Proposal your response is located
1.	1.4	Proposers shall include, in their response to this RFP, their plan for meeting the schedule outlined above. An alternative schedule may be proposed if the four phase deployment schedule specified above cannot be met.	
2.	3.1.1	In response to this RFP, Proposers shall identify all proposed communications sites.	
3.	3.1.2	Proposers shall include in their response a complete description of all anticipated site work required to meet the requirements of this RFP. Proposers shall describe in detail any environment requirements which include all grounding, electrical power specifications, humidity, temperature, etc. that is required in the facilities that will house the equipment.	
4.	3.1.3	The Proposer shall identify all improvements to existing sites, including pricing, necessary to meet the ACIS/subsystem performance specifications outlined in this RFP.	
5.	3.3.2	Proposers shall include in their response to this RFP which software elements of the system require dedicated hardware and which are compatible in a virtual environment (e.g. VMware®). Proposers shall include in their response to this RFP which relational database system will be employed by the ACIS.	
6.	3.11	The Proposal shall include relevant descriptions indicating the experience and qualifications of all Subcontractors that the Proposer proposes to perform any tasks associated with this procurement.	
7.	3.12.2	In response to the RFP, the Proposer shall explain the	

	Exhibit A Section	Proposer's Required Response	Where in your Proposal your response is located
		various fallback modes of operation of their proposed system design, from full system functionality to the least system functionality that will support the District's communications needs.	
8.	3.12.2	Proposers shall explain the following: <ul style="list-style-type: none"> • How their system design is such that the possibility of the District experiencing a complete failure of radio coverage in any part of the District is reduced to a minimum. • Potential single-point failures that will result in a degraded mode of operation. • How the proposed design will support system reliability requirements for dispatch system facilities with a minimum life expectancy of 10 years from the date of system acceptance. • Projected system reliability and Mean Time Between Failure (MTBF) for major subsystems and equipment, based on the system proposed. • How the system will react to a failure of each major system element. 	
9.	3.12.2	Proposers shall also respond to the following specific failure scenarios and explain how the system design mitigates these failures.	
10.	3.12.2	Proposers shall include an explanation of the impact that each failure would have at the site level, simulcast area level and system level.	
11.	3.12.2.1	The Proposer shall describe the impact that a lightning strike would have on the antenna, RF transmission lines, and base stations.	
12.	3.12.2.2	The impact of a failed base station(s), a multicoupler or combiner failure shall be described. The Proposer shall describe the impact of the failure of the site controller to the functioning of the site and overall system. The Proposer shall describe the impact of the failure of the multiplexer supporting the simulcast system, GPS	

	Exhibit A Section	Proposer's Required Response	Where in your Proposal your response is located
		<p>timing failure, and simulcast control failure.</p> <p>The Proposer shall also describe the impact of the failure of the control channel.</p>	
13.	3.12.2.3	<p>The Proposer shall describe the impact of the failure of power at the site and at the cabinet level to the network management equipment.</p> <p>The Proposer shall describe the impact of the failure of modules or subcomponent for the audio and control connections to the sites, logging recorders, and dispatch consoles.</p> <p>The Proposer shall describe the impact of the failure of the system controller.</p>	
14.	3.12.2.4	<p>The Proposer shall describe the impact of the failure of any one or all of the following components/modules: common control, T1 delay, synch, resynchronization, and GPS timing distribution.</p>	
15.	3.12.2.5	<p>The Proposer shall describe the impact of failure of any computer server, storage component (disk array, storage area network, etc.), or network equipment.</p>	
16.	3.12.4	<p>In their response to the RFP, the Proposer shall state the amount of time between main controller failure and the resumption of full-featured trunked operation under the standby system, and the type of failure indication that will be provided to the supervisory console operator.</p>	
17.	3.12.5	<p>The Proposer shall specify the period of time required for automatic cutover from main controller or wide area switch failure to restoration of full trunking features on the standby trunking controller or wide area switch.</p> <p>The Proposer shall specify the procedure for manual switchover from the main trunking controller or wide area switch to a redundant standby trunking controller or wide area switch.</p>	
18.	3.12.6.1	<p>The Proposer shall specify the Mean Time Between Failure (MTBF) for all of its major system components for its LMR trunked system design and major ITS system components.</p>	

	Exhibit A Section	Proposer's Required Response	Where in your Proposal your response is located
19.	3.12.6.2	The Proposer shall also specify all known Mean Time to Repair (MTTR) data for the above listed equipment.	
20.	3.12.8	One radio shall be dedicated to voice communications and the other dedicated to data. Proposers shall indicate how these criteria will be met or, alternatively, how redundancy will be achieved using a single radio.	
21.	3.12.10	In the extremely unlikely event that LMR trunked system failure shall cause ACIS users to operate in conventional mode until trunked operation recovery can be made, the Proposer shall describe the failure logic in complete detail, the mode of operating during such conditions, and the recovery process in their responses. The District desires that the system never fail into a conventional mode for any type of failure. The District considers this system performance explanation extremely important in its analysis of each Proposal.	
22.	4.2.3	<p>The Proposer's design shall consider the most efficient and effective use of the available channels to accommodate current user loading as well as expansion to accommodate any projected future growth of the District's user base. The Proposer shall provide a growth plan that details how their design meets the growth-related requirements specified throughout the RFP using open P-25 architecture. This plan shall also provide a detailed description of what is required to expand the system by two additional channels. This includes, but is not limited to, the following:</p> <ul style="list-style-type: none"> • Any upgrades required to subscriber equipment software • Replacement of hardware, or changes in base station infrastructure in order to facilitate spectrally efficient operations • Impact on existing performance for both data and voice communications • Site floor space, tower space, power, and HVAC • In addition, this plan shall depict the likely path of migration and identify all necessary changes or 	

	Exhibit A Section	Proposer's Required Response	Where in your Proposal your response is located
		additions for deployment of spectrally efficient technologies that may be mandated by the FCC for future implementation. (i.e. 6.25 KHz deployment)	
23.	4.3.1	In response to this RFP, the Proposer shall identify discrepancies, mitigation efforts, and cost for each site that requires additional development work not specified in this RFP.	
24.	4.3.4	The Proposer shall submit building and rack diagrams with its Proposal to ensure such requirements have been included.	
25.	4.4.2.1	<p>The Proposer shall employ simulcast technology and describe the following items:</p> <ul style="list-style-type: none"> • Method of providing transmitter stability • Method of equalizing audio delays and audio levels • Method of synchronizing RF transmit frequencies between all sites • Suitability for site interconnection using digital microwave • Predicted simulcast distortion areas. Identify the range of noncapture delay values which characterize each distortion area. • Method of optimizing and diagnosing simulcast system performance • Description for all equipment items employed in simulcast system • Proposer's experience in simulcast, digital, trunked, P-25 systems. 	
26.	4.5.2	<p>The Proposer shall specify the manufacturer and model number of the transmitter combiner(s) at each site.</p> <p>The Proposer shall provide complete transmitter combiner specifications and feature documentation.</p>	
27.	4.6.2.2	The Proposer shall provide as part of their bid package a conceptual design including power and space requirements, all equipment, cabinets, antennas, cables, and any necessary communications infrastructure	

	Exhibit A Section	Proposer's Required Response	Where in your Proposal your response is located
		necessary to ensure the proposed Golden Gate ACIS BDA system that meets the above mentioned criteria.	
28.	4.7.1	The Proposer shall address the scalability of the new infrastructure, with respect to both data and voice, in the Proposal submitted.	
29.	4.7.2	<p>Note that the Proposer is not being asked to provision for and include a price for these expansions/upgrades in the Proposal, just an explanation of the steps involved to execute them.</p> <p>a. The new infrastructure shall easily support the addition of new talk-groups, and, if required, new frequencies in the future.</p> <p>b. The new infrastructure shall support the expansion of Radio Coverage in the future to new areas bordering or remote from the original coverage area.</p> <p>c. The new infrastructure shall support upgrades to smaller bandwidth equivalencies such as 6.25 KHz for voice and data, in the future.</p> <p>d. The new infrastructure shall have builtin support for future 20% expansions of the Subscriber base of portable and mobile radios. Note, the new infrastructure shall be designed to initially support the number of mobile and portable radios listed in Appendices A and B respectively. The Proposer shall provide an explanation only, of the steps required, including cost, to expand the infrastructure to support the additional 20% growth of Subscriber radios. These Subscriber radios shall be based on the same trunking, broadcast architecture, and air interface, used for the initial design and shall include land based, vehicular, and marine-vehicular radios.</p>	
30.	4.8.9	With each District-specified level set forth below, the Proposer shall indicate a single unit/model that best meets each tier's overall requirements. In addition, the Proposer may divide any District-specified tier, below, into additional tiers and propose subscriber equipment for those tiers.	
31.	4.8.10	With each District-specified level set forth below, the	

	Exhibit A Section	Proposer's Required Response	Where in your Proposal your response is located
		Proposer shall indicate a single unit/model that best meets each tier's overall requirements. In addition, the Proposer may divide any of the District-specified tiers, below, into additional tiers and propose subscriber equipment for those tiers.	
32.	4.9.4.1	Proposers are encouraged to recommend optional state-of-the-art features and technological advances available in radio dispatch consoles and radio switching systems that would enhance overall system operations. These optional features or functionality shall be provided without compromising any stated RFP specifications or operational requirements.	
33.	4.9.4.16	<p>The Proposer shall provide priced options for both conventional and touch screen LCD displays. The necessary interface and keyboard shall be provided to enable the dispatchers to change the screen displays. The District shall retain the option to supply monitors as it deems appropriate consistent with the Contractor's recommendations and requirements.</p> <p>The Proposer will specifically identify the desk space requirements, console enclosure requirements, power requirements, and heat production of the proposed monitors.</p>	
34.	4.11.2	Proposers shall describe in detail the monitoring of system performance and failures.	
35.	4.11.3	<p>The Proposer shall supply detailed information on products and descriptive system solutions as part of their Proposal.</p> <p>The Proposer's response to the NMS shall show an understanding of The District's requirements for design and integration of the radio network along with each of the systems and the associated elements needing monitoring and control.</p> <p>Proposer supplied solution(s) shall be tailored to this RFP and the specifications. Other RFP specifications defining the mentioned systems shall be considered by the responding NMS Contractor in order to fully understand the overall issues and requirements of the</p>	

	Exhibit A Section	Proposer's Required Response	Where in your Proposal your response is located
		NMS.	
36.	4.11.3.4	The implementation of the integrated radio system shall support monitoring and control of the radio system. The Proposer shall provide information describing the manner in which this can be achieved through the offered products.	
37.	4.11.3.6	<p>The Proposer shall define the operating system programming language and platforms that will be used to develop the offered NMS.</p> <p>The Proposer shall indicate manufacturer and version of relational database as part of their response to this RFP.</p>	
38.	4.11.3.7	<p>The Proposer shall provide detailed information, defining and describing in detail the message processing functionality of the NMS being offered.</p> <p>The Proposer shall describe capabilities of customizing alarms, messages, etc., that can be made available for external NMS systems supplied by other manufacturers.</p> <p>The Proposer shall provide an explanation of the network management tool being offered. The explanation shall be divided into three main sections: hardware, software, and protocol interfaces.</p> <p>The Proposer shall describe how the offered NMS is configured to meet the requirement for modular software.</p> <p>The Proposer shall describe the type of interfaces that are available in the response offering. The District is requesting information on interfaces, such as SNMP, SMTP, Q3, Nonstandard Protocols, HP OpenView, SunNet, and others.</p> <p>As part of their response, the Proposer shall provide an explanation of the API offered.</p> <p>The Proposer shall explain the procedure for identifying and correcting software deficiencies as well as the method of distribution for updates and changes.</p> <p>The Proposer's explanation shall include, as a minimum, the process for introducing new software</p>	

	Exhibit A Section	Proposer's Required Response	Where in your Proposal your response is located
		<p>releases and their costs.</p> <p>The Proposer shall also distinguish between operating system, third party software, and custom software and provide a description of technical support provided for software and hardware offered.</p> <p>The Proposer shall describe this backup configuration offering and any fault tolerant equipment offered as a response to the specifications.</p> <p>The Proposer shall provide a detailed description of this capability by defining the levels of partitioning and security, total number of end-users, the total number of simultaneous users with independent views, and the method used to achieve this requirement.</p> <p>The Proposer shall list software applications that are able to convert NMS files, databases, reports, etc.</p>	
39.	4.11.3.10	The Proposer shall provide a detailed list of optional NMS features that can be supplied for review and understanding.	
40.	4.12.3.2	The Proposer shall define a design to install IPR equipment at these locations.	
41.	5.2	The Proposer shall clearly identify their software licensing terms.	
42.	5.2.1	As part of their response to this RFP, Proposers shall provide a complete list of proposed on-board equipment for each type of revenue and non-revenue vehicle. Proposers shall include as much detail as is currently known, including all cables, connectors, brackets, antennas, MDT, VLU, radio(s), all OPTION equipment, etc. The list shall include item description, Contractor part number, and quantity.	
43.	5.2.1.2	The Proposer shall provide an explanation that specifies the accuracy of the AVL module being offered.	
44.	5.2.1.4	In response to this RFP, Proposers shall indicate their approach and assumptions taken to provide the level of on-board integration requested.	
45.	5.2.1.10	The Proposer shall include pricing, in effect for one	

	Exhibit A Section	Proposer's Required Response	Where in your Proposal your response is located
		year after system acceptance, in the event that the District desires to purchase additional portable ACIS training, or "bus-in-a-box" units.	
46.	5.2.3.1	The Proposer shall clearly state the proposed polling cycle length. Proposers shall include a description of how these two narrowband channels shall be used, or how they would achieve throughput and capacity using alternate technology.	
47.	5.2.3.7	The Proposer shall clearly state the standards designed and incorporated into the proposed wireless mesh network.	
48.	5.2.4.1	The Proposer shall provide unit pricing for bus stop/shelter signs and indicate quantity discount pricing points. Proposers shall indicate what means (wired or wireless) shall or can be used to connect to bus stop and shelter information signs.	
49.	5.2.4.3	Proposers shall indicate bandwidth requirements for the LCD displays on the District LAN/WAN connection.	
50.	5.2.4.5	The Proposer shall clearly state in their response to this RFP their ability to meet specified "real-time" arrival prediction goals and/or actual location and schedule accuracy and precision that the Real-Time Passenger Information System will provide.	
51.	5.3.2	The Proposer shall clearly define the accuracy of the proposed APC system and the acceptance testing methodology to demonstrate that the system meets or exceeds the District's expectations. Post-processing algorithms, assumptions, and theory of operations shall be described by the Proposer in their response. The Proposer shall provide a set of sample APC reports for the District's review.	
52.	5.3.3	As part of their Proposal, Proposers shall specify the means by which the ACIS LAN will connect to the	

	Exhibit A Section	Proposer's Required Response	Where in your Proposal your response is located
		Mobile Dispatch Computers.	
53.	5.3.8	Proposers are encouraged to recommend alternative solutions to a dedicated development environment that would achieve the District's intended goals.	
54.	6.2.7.1	In response to the RFP, the Proposer shall include a detailed Coverage Acceptance Test Plan (CATP) demonstrating compliance with the radio system requirements specified in Section 4.	
55.	6.2.7.3	The Proposer shall include, in their response to this RFP, a typical Operational Test Plan that demonstrates compliance with these requirements.	
56.	6.2.7.11	The Proposer shall prepare and submit a detailed document defining the CATP with their Proposal. The Proposer shall submit the appropriate and source-peculiar details in its offering that substantiates compliance with this Section and to also provide a definitive basis for a contractual specification.	
57.	7.1	In response to the RFP, the Proposer shall fully describe the training program to include, as a minimum, class room style instruction, operational style classes, a detailed training plan, session duration, description of available training material, and resumes of potential course instructors. The Proposer shall indicate which courses will require Subcontractor instruction, the names of Subcontractors that the Proposer expects to integrate to perform this training, and corresponding contact and reference information for District approval.	
58.	7.3	Proposers are required to quote support to the levels described above. Proposers may recommend, as part of their submittal, additional alternative maintenance approaches based on their experience deploying systems similar in size and technology to that required by the District. Proposers are required to provide, as part of their submittal, a yearly cost for each of the five years of the maintenance and support services for hardware and	

	Exhibit A Section	Proposer's Required Response	Where in your Proposal your response is located
		software, as indicated above.	
59.	8.1	In their response to this RFP, the Proposer shall include a project schedule. In their response to this RFP, the Proposer shall include an example Quality Assurance Plan and sample procedures for Design Control.	

- Also with reference to section numbers of Exhibit A list all exceptions, or recommended alternative, to any portion of the specification. For each exception, provide an explanation, recommendations, and/or substitute Proposal or approach. Failure to specify an exception to a particular portion of the specification implies that the Proposer understands the requirements and will comply.
- Please describe how you will meet the 52 week implementation schedule described in Exhibit A, and how your approach to scheduling impacts cost. The District realizes that this is an aggressive schedule and intends to evaluate Proposals in part based upon a demonstrated ability to meet the timeframes the District has determined are essential to successful implementation of the ACIS.
- Provide any other information relating to the Proposer's approach and recommendations that you believe is important to the District's understanding of your approach.

D. DBE Documentation Forms

This Contract will be assisted by Federal Transit Authority (FTA) funds. The District's annual overall Disadvantaged Business Enterprise (DBE) goal for Fiscal Year 2008 is 4% for FTA-assisted Contracts. Proposers are strongly encouraged to obtain DBE participation on this project, although there is no contract-specific DBE goal. Please document the process used to solicit and select Subcontractors. Documentation must be submitted in the format shown in Proposal Form PF-6, Prime Contractor and Subcontractor/Subconsultant/Supplier Report, and Proposal Form PF-7, Description of the Selection Process of Subcontractor/Subconsultant/Supplier. In addition, please be sure to submit proof of DBE certification for your firm, if applicable, and for any DBE Subcontractor proposed for this project. Submittals that fail to document the solicitation of DBE participation will not be considered.

For DBE questions or assistance, contact the DBE Program Office at (415) 923-4581.

E. Sample Agreement and Legal Responsibility

If a Proposer desires any modifications to the legal terms and conditions contained in this RFP, in particular to form CF-1 the sample Contract, and Exhibit B - Legal Relations and Responsibility, the proposed modifications must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted all legal terms and conditions of this RFP.

F. Subcontracting of Civil Work

The Contractor shall give its personal attention to the fulfillment of the Contract and shall keep the work under its control. The Contractor will be held responsible for subcontracted work which shall be subject to the provisions of the RFP Documents.

Each Proposer shall execute and submit with its Proposal the "List of Subcontractors" on the form included as Proposal Form PF-5 in this RFP. The list shall include the name, business address, and California State Contractor's license number, if applicable, of each Subcontractor to whom the Proposer proposes to subcontract a portion of the civil work involving installation of the ACIS in an amount in excess of one-half of one percent (.5%) of the sum of the amount submitted on Proposal Form PF-1, Section 1, lines 4 and 5.

When a portion of the work which has been subcontracted by the Contractor is not being performed in a manner satisfactory to the District, the Subcontractor shall be removed immediately on the request of the District and shall not again be employed on the work.

G. References

Please list the name, address, and telephone number of references from three (3) recent similar projects. Please provide a brief description of the work provided for each reference.

H. Financial Stability

Provide your latest financial statement and describe in detail the financial backing and stability of your company. Describe any major claims, settlements, or other exposures pending against your company.

I. Fee Structure

Use the Proposal Form (PF-1). This Form must be filled out completely. In addition to a completed Price Proposal Form showing the unit prices as indicated, please submit, in the form you determine most appropriate, a worksheet listing separate pricing that shows how a particular unit price was arrived at. For example, while Proposers must state on the line 2 (a) of the Price Proposal Form a unit price for the "Mobile ACIS Equipment for Transit Vehicles and Ferry Vessels," the separate worksheet should break down the unit price to show the pricing for all specified hardware, software, installation labor, testing, configuration, training and support services, removal and disposal of existing equipment, and distribution among users. The Price

Proposal will be evaluated on the basis of the Total Proposal Price listed on Line 21 of the Price Proposal Form.

(1) Section I. Price Sheet For ACIS

Category A. A fixed price for the provision and installation for a complete turnkey Base ACIS. This price shall be the total all inclusive ACIS price which shall be the sum of the extended prices entered into the appropriate boxes of Section 1 Category A of the Proposal Form. Proposers must list all individual components and their prices on a separate sheet of paper. Please notice that lines 4 and 5 are for the construction-related costs associated with the installation of the ACIS. These costs are to be broken down by the costs for installation of the Real-Time Passenger Information System Signs, and all other installation costs.

Category B. A fixed price for all ACIS options as described in the Technical Specifications. This price shall be the total all inclusive ACIS price for all the options which shall be the sum of the extended prices entered into the appropriate boxes of Section 1 Category B of the Proposal Form. Proposers must list all individual components and their prices on a separate sheet of paper. The pricing for each individual option shall be valid for three years from notice to proceed.

On line 20, Please provide the total cost for five years of maintenance and support services for hardware and software for both **Category A and Category B items**. The cost should be broken down by year for each of the five requested years and by components of the System on a separate sheet of paper.

Category C. For informational purposes only, please include a fixed price list for individual components that the District may purchase in addition to the ACIS components awarded pursuant to this Contract. The District expects these prices to remain valid for three years from notice to proceed. Category C shall not be included in the evaluation of the Proposals and the items listed will not be included in the Contract awarded.

The District reserves the right to reject any and all Proposals, award all or part of Category items subject to budgetary limitation or to waive any irregularities or informalities in any Proposal or in the Proposal procedure. In the event there is a discrepancy of the computed extension price and the unit price quoted, the unit price shall control and the mathematical error will be corrected accordingly. Any mathematical errors that appear on the face of the Proposal will be corrected by the District and the District will use the mathematically correct total price in evaluating the Proposals.

(2) Section II. Price Sheet for Additional Work

During the term of the Contract, software and system changes may be required to conform with new policies and improved functionality. The District may negotiate a fixed price for change order(s) or may elect to utilize a time and materials agreement. The Proposer shall provide hourly rates for such a time and materials change order on the Proposal Form, Section II. This time and materials table includes the title of each staff category and the hourly rate. The hourly rate shall be fixed for the first year and may be revised, at Contractor's request, according to the

San Francisco-Oakland-San Jose Metropolitan Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) using a June 2008 baseline.

J. Milestone and Payment Schedule

The District's preferred milestone and payment schedule is as follows. Indicate in your Proposal whether you agree to this schedule or if you propose an alternate one.

<i>Phase</i>	<i>Line #</i>	<i>Description</i>	<i>Exhibit A Section(s)</i>	<i>Payment</i>
I	1	Establish organization, day-to-day presence, and local project management and engineering support at the District	1.3, 7.4, 8.1	
	2	CPM Project Schedule Acceptance	8.2	
	3	Quality Assurance Plan Acceptance (Exhibit A, Section 8.2)	8.2	
	4	Preliminary Design Review Acceptance	3.5, 3.5.1	
	5	Final Design Review Acceptance	3.5, 3.5.2	
	6	ACIS Test Plan Acceptance	6.2.1.1	
	7	Radio Communications System Factory Testing Acceptance	6.2.5.1, 6.2.6.2	
	8	Completion and District acceptance of all "Phase 1" milestones listed in Exhibit A, Section 1.3. Completed and accepted implementation of the Golden Gate Bridge RF site with a minimum of three trunking channels and 50 subscriber units (mobile and portable) for testing purposes.	1.3	20%
II	9	Factory testing acceptance for all base ITS components	6.2.5.1	
	10	Radio Coverage Acceptance Testing completed and test report accepted	6.2.6.11.4, 6.2.6.11.5	
	11	Mini-Fleet Test acceptance	6.3	
	12	50 % of vehicle equipment installed	7.2.7, 7.2.8	
	13	100% of vehicle equipment installed	7.2.7, 7.2.8	
	14	Completion and District acceptance of all "Phase 2" milestones listed in Exhibit A, Section 1.3. Implementation and acceptance of all remaining remote sites to provide full coverage as described, including all vehicle equipment, antennas, and all necessary accessories for a complete vehicular and/or	1.3	30%

Phase	Line #	Description	Exhibit A Section(s)	Payment
		dispatch installation.		
III	15	All Documentation submitted and accepted by the District	8.6	
	16	District approval of installation of all ACIS options and associated test reports	5.3	
	17	System Availability Test completed and accepted by the District	3.12, 6.4	
	18	Completion and District acceptance of all "Phase 3" milestones listed in Exhibit A, Section 1.3. District acceptance of implementation and integration of all selected ITS components including any and all OPTIONS selected at time of NTP.	1.3	20%
IV	19	Completion and District acceptance of all "Phase 4" milestones listed in Exhibit A, Section 1.3.	1.3	
	20	All Training completed and accepted by the District	7.1	
	21	Final Acceptance by the District	6.5	20%
	22	Successful completion of warranty period with no outstanding warranty claims.	7.3	10%

K. Certificate of Insurance

The Proposer shall submit the Insurance Certificate, as described in Exhibit B, Legal Relations and Responsibility, Section 3.5.1, Types of Insurance.

L. Buy America Certificate

The Proposer shall submit Buy America Certificate, as described in Section 17.B, Buy America Requirements.

M. Lobbying Certification for Contracts

The Proposer shall submit Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements, as described in Section 17.G, Lobbying.

N. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The Proposer shall submit the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, as described in Section 17.R.

O. Acknowledgement of Addenda, if applicable

P. Non-Collusion Affidavit Form

By submitting a Proposal, the Proposer represents and warrants that such Proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham Proposal, or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer. If at any time it shall be found that the person, firm, or corporation to whom a Contract has been awarded has, in presenting any Proposal or Proposals, colluded with any other party or parties, then the Contract so awarded shall be null and void and the Contractor and its bondsmen shall be liable to the District for all loss or damage which the District may suffer thereby and the Board of Directors may advertise for a new Contract for the labor, supplies, materials, or equipment.

Q. Performance Warranty

Please submit with your Proposal all warranties on defects in workmanship and material applicable to all components of the ACIS. The standard warranties for the ACIS shall cover 100% parts and labor for no less than one (1) year on-site warranty and shall conform to the levels of service set forth in Exhibit A, Section 7.3. All warranties shall commence upon final acceptance of the ACIS by the District. All components of the units as delivered to the District are to be the latest, most current model available. No used, obsolete, or unwarranted models will be accepted. All necessary repairs, renewals, changes, adjustments, or modifications in the complete units due to defective materials or workmanship occurring within the manufacturer's standard warranty period shall immediately be corrected by the Contractor at its expense and with a minimum of inconvenience to the District. **Proposer shall furnish copies of the applicable warranties for the complete system to be furnished under this Contract with the Proposal Documents**

It is understood and agreed that the District does not waive any warranty, either express or implied, in Sections 2312 through 2317, inclusive, of the California Commercial Code, or any liability of the Manufacturer or Contractor as may be determined by a decision of the court of the State of California or of the United States.

R. Extended Warranty

The District may award a Contract that includes an extended warranty period. Please include with your Proposal detailed information on such extended warranty capabilities and options. At a minimum, the extended warranty should meet the levels of service described in Exhibit A,

Technical Specifications, 7.3, System Maintenance. The District, at its sole discretion, will determine the length of any extended warranty period, and reserves the right to renegotiate the level of service on an annual basis.

8. WITHDRAWAL OF PROPOSAL

Submission of a Proposal shall constitute a firm offer to the District for one hundred and twenty (120) days from the submission deadline for Proposals.

A Proposer may withdraw his or her Proposal anytime before the date and time when Proposals are due, without prejudice, by submitting a written request for its withdrawal to the Secretary of the District. A telephone or email request is not acceptable.

9. SELECTION CRITERIA

The District intends to award a Contract to the most qualified firm submitting a responsive Proposal. Ranking will be based on a maximum of 100 points, weighted as indicated on the following table. In determining the number of points a Proposal will receive in each category, the District will consider the Proposal material submitted, oral interviews (if applicable), and any other relevant information about a given Proposer. The firm submitting a responsive Proposal with the highest total weighted score, based on composite scoring of the selection committee, will be determined to be the most qualified. The following criteria will be used in the evaluation of the Proposals

- A. Proposer's – including all subcontracting team members-- experience and qualifications, including financial stability and references.....25%
- B. Experience and qualifications of Key Personnel.15%
- C. Project Approach and Understanding, including ability to integrate with existing systems, ability to meet project schedule, approach to implementation of the proposed ACIS, single point log on implementation strategy, and general approach to the Technical Specifications40%
- D. Cost20%

The District may reject any Proposal in which the technical approach, qualifications, or prices are not deemed to be within an acceptable or competitive range. The District may seek clarifications from any or all Proposers regarding their Proposals. The District has the right to request best and final offers.

Following the initial review and screening of the written Proposals, using the Selection Criteria described above, one or more companies *may* be invited to participate in the final selection process, which may include:

- A. Participation in an oral interview.
- B. Submission of any additional information as requested by District.

Upon completion of review of the written submittals and interviews, the District will rank each firm in accordance with the Criteria above. The District may accept the Proposal or negotiate the terms and conditions of the Contract with the highest-ranked firm. If negotiations are unsuccessful, the District will terminate the negotiations with that firm and may open negotiations with the next-highest-ranked firm. If negotiations with this firm are also not successful, the District may repeat the negotiations process with the next-highest-ranked firm, or, at its sole discretion, the District may reject all remaining Proposals.

The District reserves the right to conduct pre-award negotiations with any or all Proposers, and the right to award the Contract without negotiations. The District reserves the right to award the Contract without conducting interviews.

This Request for Proposal does not commit the District to awarding a Contract. Proposers shall bear all costs incurred in the preparation of the Proposal and participating in the Proposal process. The District reserves the right to reject any and all Proposals, the right in its sole discretion to accept the Proposal it considers most favorable to the District's interest, and the right to waive minor irregularities. The District further reserves the right to reject all Proposals and seek new Proposals when such procedure is reasonable and in the best interest of the District.

10. CONTRACT AWARD

A. Recommendation for Contract Award

The evaluation committee shall make a recommendation to the Board of Directors. If an award of Contract is made, the Board reserves the right to award the Contract to the responsive and responsible Proposer that it deems offers the most advantageous Proposal to the District and best meets the requirements of the District, including technical approach, qualifications, and cost.

B. Time for Execution of Contract and Filing Bond

The Proposer to whom award is made shall execute a written Contract with the District on the form of Contract of the District and furnish a good and approved bonds as required within fifteen (15) calendar days after receiving the forms of Contract and bonds for execution.

If the Proposer to whom award is made fails to enter into the Contract as provided and furnish the required bonds, the award will be annulled and an award may, in the discretion of the Board, be made to the Proposer whose Proposal is next most acceptable in the opinion of the Board of Directors of the District. Such Proposer shall fulfill every stipulation of these Contract Documents as if it were the party to whom the first award was made.

C. Manner of Execution of Contract

If the Contractor is an individual, the Contract shall be executed by the individual personally. If the Contractor is a co-partnership, it is desirable that the Contract be executed by all of the partners, but it may be executed by one (1) of them. If the Contractor is a corporation, it must be executed by two (2) officers of the corporation, or by a person authorized by the corporation to execute written Contracts on its behalf, with the corporate seal affixed to the Contract. If the corporate seal is not affixed to the Contract, or if it is executed by a person other than an officer, or by only one (1) officer there must be attached to the Contract a certified copy of a resolution of the corporation authorizing such officer or person to execute written Contracts for and on behalf of the corporation. If the Contractor is a joint venture, the Contract must be executed on behalf of each participating firm by officers or other individuals who have the fully and proper authorization to do so.

D. Documents Deemed Part of Contract

The Request for Proposal, including all exhibits and attachments, RFP Addenda, if any, Contractor's Proposal as accepted by District, approved change orders, and Contract addenda, will be deemed a part of the Contract and will constitute the Contract Documents. The Contract Documents shall include the following documents, in the following order of precedence.

- (1) Change Orders
- (2) Addenda to Contract
- (3) Contract
- (4) Addenda (if any) to Request for Proposals
- (5) Request for Proposals
- (6) Contractor's Proposal

Notwithstanding the above order or precedence, in the event of a conflict among any of the listed documents, the more stringent provision shall apply. The determination of stringency shall be at District's sole discretion.

E. Contract Bonds

The Proposer to whom the Contract is awarded shall provide a Performance Bond (Form CF-2) in an amount not less than one hundred percent (100%) of the total price of the Contract, including the warranty and maintenance services. The Performance Bond shall guarantee the Contractor's faithful performance of the Contract in compliance with all terms, conditions, and requirements specified in the Contract Documents. The Performance Bond shall remain in full force and effect until final acceptance of the work performed under this Contract as set forth in the Performance Bond form. However, upon Final Acceptance of the ACIS by the District as set forth in the Technical Specifications, and upon request from the Contractor, the District may reduce the amount of the Performance Bond to reflect the full value of the maintenance portion of the Contract.

To the extent required by law, the successful Proposer shall also provide a Payment Bond in an amount equal to the cost of any construction/installation work required for provision of the ACIS, as indicated by the sum of lines 4 and 5 of Section I of the Price Proposal Form. The Payment Bond shall provide the District with security for Contractor's full payment to all Subcontractors for costs of materials, equipment, supplies, and labor furnished in the course of performing the civil work required for this Contract.

Contract bonds shall be on forms attached and shall be executed as surety by a corporation or corporations admitted and authorized to issue surety bonds in the State of California, which is acceptable to the District. Additional forms may be obtained from the District.

All alterations, extensions of time, extra and additional work, and other changes authorized by the Contract Documents may be made without securing the consent of the surety or sureties on the Contract bonds. Full compensation for furnishing the Contract bonds is included in the prices paid for the various Contract items of work and no separate payment will be made for the bonds.

11. PROTEST PROCEDURES

District maintains written procedures that must be followed for all Proposal protests. The following procedures must be followed for all Proposal protests. Protests based upon the content of the request for Proposals shall be filed in writing with the Secretary of the District within ten (10) calendar days after the request for Proposals is first advertised. The protest must clearly specify in writing the grounds and evidence on which the protest is based. Protesters shall have an opportunity to appear and be heard before the District prior to the opening of Proposals. The District shall issue a written decision on the protest prior to the opening of Proposals. A protest may be renewed by refiling the protest within fifteen calendar days after the mailing of the notice of the recommended award.

Any Proposer may protest the recommended award on any ground not based upon the content of the request for Proposals by filing a protest with the Secretary of the District within fifteen (15) calendar days after the mailing of the notice of the recommended award. The protest must clearly specify in writing the grounds and evidence on which the protest is based. Protesters shall have an opportunity to appear and be heard before the board prior to final award of the Contract.

Because this Contract is federally funded, the District's final determination of protests may also be appealed to the FTA in accordance with the procedures set forth in FTA Circular 4220.1E, as may be periodically updated. FTA's review will be limited to protests alleging that the District failed to have or follow its written protest procedures, failed to review a complaint or protest, or violated a federal law or regulation. The protest must be received by the FTA within five (5) working days of the date the protester learned or should have learned of an adverse decision by the District.

Copies of the complete Proposal protest procedure are available at the Office of the Secretary of the District, Administration Building, Golden Gate Bridge Toll Plaza, San Francisco, California.

Failure to comply with any of the requirements set forth in District's written Proposal protest procedures may result in rejection of the protest.

12. CONFLICT OF INTEREST

By submitting a Proposal, the Proposer represents and warrants that no director, officer or employee of the District is in any manner interested directly or indirectly in the Proposal or in the Contract which may be made under it or in any expected profits to arise there from, as set forth in Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California.

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

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

Contractor shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement. An organizational conflict of interest occurs when, due to other activities, relationships, or Contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the District. Contractor shall not engage the services of any Subcontractor or Consultant on any work related to this Agreement if the Subcontractor or Consultant, or any employee of the Subcontractor or Consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

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

During the term of this Agreement, Contractor must maintain lists of its employees, and the Subcontractors and consultants used and their employees. Contractor must provide this information to the District upon request. Submittal of such lists does not relieve the Contractor of its obligation to assure that no organizational conflicts of interest exist.

13. LEVINE ACT

The Levine Act (Government Code 84308) is part of the Fair Political Practices Act that applies to elected officials who serve on appointed Boards such as the District. The Levine Act prohibits any District Board Member from participating in or influencing the decision on awarding a Contract with the District to anyone who has contributed \$250.00 or more to the Board Member within the previous twelve months. The Levine Act also requires a member of the District Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, District Board Members are prohibited from soliciting or accepting a contribution from a party applying for a Contract while the matter of awarding the Contract is pending before the District or for three months following the date a final decision concerning the Contract has been made.

Proposers must disclose on the record any contribution of \$250.00 or more that they have made to a District Board Member within the twelve-month period preceding submission of your Proposal. This duty applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation that is part of your team. If you have made a contribution that needs to be disclosed, **you must include this information with your Proposal.**

14. CONFIDENTIALITY

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

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

If the Proposer requests that District withhold from disclosure information identified as confidential, and District complies with the Proposer's request, the Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless District from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all cost and expenses related to the withholding of the Proposer information. The Proposer shall not make a claim, sue

or maintain any legal action against District or its directors, officers, employees or agents in connection with the withholding from disclosure of Proposer information.

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

15. EX PARTE COMMUNICATION

Proposers and Proposers' representatives may not communicate orally with an officer, director, employee, or agent of the District, with the exception of the Secretary of the District regarding this RFP until after a Notice to Proceed has been issued by the District. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the District during a public meeting.

In the context of this RFP, an "ex parte communication" is any communication between a Proposer (or the Proposer's representative) and the District's General Manager, Board Member, officer or employee, regardless of who initiates the communication, before the District issues a Notice to Proceed, unless it is in writing and available for disclosure to the general public.

16. WAIVER

The Proposer shall present and warrant that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material, or equipment called for in the Contract Documents; that Proposer has checked its Proposal for errors and omissions; that the prices stated in its Proposal are correct and as intended by it and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials, or equipment required by the Contract Documents.

The Proposer waives any claim for the return of its Proposal deposit if, on account of errors or omissions claimed to have been made by it in its Proposal, or for any other reason, it should refuse or fail to execute the Contract.

The Proposer waives any claim against the District for costs incurred in preparing a Proposal and responding to this RFP.

17. FEDERAL CONTRACT PROVISIONS

This Contract is subject to financial assistance from the U.S. Department of Transportation, Federal Transit Administration. The following provisions therefore apply:

A. Fly America Requirements

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 subrecipients 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.

B. Buy America Requirements

The Contractor agrees to comply with 49 U.S.C. § 5323(j) and 9 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.

All Proposers must submit the appropriate Buy America certification to the District with their Proposal, except those subject to a general waiver. Proposals or offers that are not accompanied by a completed Buy America certification must be rejected as non responsive. This requirement does not apply to lower tier Subcontractors.

C. Cargo Preference Requirements

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 this Contract by ocean vessels to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels; (b) to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (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); and (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.

D. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act, 49 U.S.C. §§ 6321 et seq.

E. Clean Water and Air Requirements

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

the Clear Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office.

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

F. Recycled Products

The Contractor will comply with Section 6002 of the Resource Conservation and Recovery Act, 42 USC § 6962, as may be amended, including but not limited to the provisions of 40 CFR Part 247 and Executive Order 12873 as they apply to the procurement of recycled goods, specifically, those items enumerated in 40 CFR Part 247, Subpart B. The Contractor shall include this requirement in any subcontract under this Contract valued at over \$10,000.

G. Lobbying

Contractor shall file the certification required by 49 CFR part 20, “New Restrictions on Lobbying.” Contractor shall certify that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures shall be forwarded to the District. Contractor shall ensure that all of its Subcontractors under this Contract shall certify the same. Prior to execution of this Agreement, Contractor shall submit the “Certification for Federal Aid Contracts,” included in the Contract Documents. The District is responsible for keeping the certification of the Contractor, who is in turn responsible for keeping the certification forms of Subcontractors.

H. Certification Regarding Debarment and Suspension.

The Contractor shall submit, prior to execution of this Agreement, documentation showing that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. For this purpose, the Contractor must complete and execute the form entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion,” which is included in the Proposal Documents. Contractor also agrees to include this provision in any subcontract exceeding \$25,000 and to obtain a similar certification from any Subcontractor seeking a subcontract exceeding \$25,000 and forward the certification to District.

I. Access to Records and Reports

Contractor shall provide all authorized representatives of the District, the FTA, and the Comptroller General of the United States access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits,

copies, examinations, excerpts and transcriptions. Contractor also agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain the same until the District, the FTA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

J. Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (12) dated October, 2005) between the District and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

K. No Government Obligation to Third Parties

(1) The District and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the District, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

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

L. Davis-Bacon and Copeland Anti-Kickback Acts (applies to construction work necessary for the installation of the Advanced Communication and Information System)

(1) Minimum wages

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto as **Exhibit "C"** and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this Section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this Section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this Section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v) (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the

Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this Section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(2) Withholding

The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the District may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and Basic Records

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of

hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the District for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under Section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under Section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this Section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under Section 1001 of title 18 and Section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (a)(3)(i) of this Section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees

(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to

utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act Requirements

The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Subcontracts

The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.

(7) Contract Termination: Debarment

A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes Concerning Labor Standards

Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government Contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

M. Contract Work Hours and Safety Standards Act (applies to construction work necessary for the installation of the Advanced Communication and Information System)

(1) Overtime Requirements

No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in paragraph (1) of this Section the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this Section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this Section.

(3) Withholding for Unpaid Wages and Liquidated Damages

The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this Section.

(4) Subcontracts

The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this Section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (1) through (4) of this Section.

N. Program Fraud and False or Fraudulent Statements and Related Acts

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

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal

Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

O. Privacy Act

The following requirements apply to Contractor and any of its employees that may administer any system of records on behalf of the Federal Government under any Contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, U.S.C. §552(a). Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

- The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

P. Civil Rights Requirements

(1) 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.

(2) Equal Employment Opportunity

The following equal employment opportunity requirements apply:

(i) 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.

(ii) Age

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

(iii) 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.

(3) 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.

Q. Diversity Program for Contracts

The District, recipient of federal financial assistance from the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA), is committed to and has adopted a Diversity Program for Contracts in accordance with Federal Regulations 49 CFR Part 26, issued by the U. S. Department of Transportation (U.S. DOT).

It is the policy of the District to ensure nondiscrimination 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. The District reserves the right to require the Contractor to provide additional DBE information.

Pursuant to 49 CFR §26.13, and as a material term of any agreement with the District, the Contractor hereby makes the following assurance and agrees 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.

(1) **DBE Eligibility**

A small business concern must be certified as a DBE by any recipient of U.S. DOT funds acceptable to the District in accordance with 49 CFR Part 26. It is the Contractor's responsibility to verify that DBEs are certified.

(i) **Disadvantaged Business Enterprise**

A DBE is a for-profit, small business concern:

(A) That is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals, or, in the case of any corporation, whose stock is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals; and

(B) Whose management and small business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(ii) **Small Business Concern**

A small business concern shall meet the definition and size standards of an existing small business as required by the Small Business Administration pursuant to 13 CFR Part 121, and the firm's annual average gross receipts for the previous three years cannot exceed \$20.41 million.

(iii) Socially and Economically Disadvantaged Individuals

There is a rebuttable presumption that socially and economically disadvantaged individuals are persons who are citizens or lawful permanent residents of the United States and who are: African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent-Asian Americans, Women, or a member of any additional group that is designated as socially and economically disadvantaged by the Small Business Administration. Additionally, any individual may demonstrate to the certifying agency by a preponderance of evidence, that s/he is socially and economically disadvantaged on a case-by-case basis.

An individual cannot be presumed or determined to be economically disadvantaged if s/he has a personal net worth that exceeds \$750,000, excluding the individual's ownership interest in the DBE firm and the individual's primary residence. If the individual's personal net worth is more than \$750,000, a DBE must demonstrate at least 51% ownership and control by other socially and economically disadvantaged owners to maintain the firm's eligibility for DBE certification.

(2) DBE Participation Goal

(i) Annual and Project Overall Goals for DBE Participation

Annual and project overall goals for DBE participation in District FTA-assisted Contracts are established by the District's Board of Directors on a fiscal year basis. These overall goals reflect the availability of ready, willing and able DBEs that would be expected to participate in District Contracts absent the effects of discrimination. The overall goals are calculated as a percentage of the total amount of FTA funds that the District expects expend on Contracts that will be awarded during the fiscal year or for an entire project. The District intends to meet these overall goals through a combination of measures including, but not limited to, implementing procedures in the bidding and award process to remove barriers to DBE participation, providing outreach to DBEs, providing technical assistance and, in some cases, establishing Contract-specific DBE goals for particular Contracts with subcontracting opportunities.

This Contract will be assisted by FTA funds. The District's annual overall DBE goal for Fiscal Year 2008 is 4% for FTA-assisted Contracts.

(ii) DBE Participation Goal for the Performance of this Contract

No contract-specific Disadvantaged Business Enterprise (DBE) goal has been established for this Contract.

(iii) Available DBE Resources

Listings of certified DBEs are available from the California Unified Certification Program DBE Directory, which may be obtained by visiting the California Department of Transportation website at www.dot.ca.gov/hq/bep/find_certified.htm or by contacting the DBE Program Office (Office) at (415) 257-4581.

The DBE Directory does not in any way prequalify the certified firms with respect to licensing, bondability, competence or financial responsibility. The Office also maintains a DBE resource list of organizations that promote DBE participation in Contracts, which will be provided upon request.

Contractors are encouraged to use services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals. To obtain a list of these financial institutions, please contact the Office.

(3) Determining the Amount of DBE Participation

Pursuant to 49 CFR §26.55, DBE participation includes that portion of the Contract work actually performed by a certified DBE with its own forces. A DBE may participate as a Prime Contractor, Subcontractor, joint venture partner, or vendor or supplier of materials or services required by the Contract.

A DBE's participation can only be counted if it performs a commercially useful function on the Contract as defined in 49 CFR §26.55(c). A DBE performs a commercially useful function when it actually performs, manages and supervises a portion of the work involved. There is a rebuttable presumption that if the DBE is not responsible for at least 30% of the work with its own forces, or subcontracts a greater portion of the work than the normal industry standard, it is not performing a commercially useful function.

(4) Contract Compliance

(i) Substitution of Subconsultants/Subcontractors/Suppliers

The Contractor shall notify the District in writing of any request to substitute a DBE Subcontractor and provide appropriate documentation substantiating the substitution. The Contractor must make good faith efforts to substitute an original DBE Subcontractor with a small business concern. Any substitution of a DBE on this Contract is subject to the written approval of the District.

(ii) DBE Certification Status

If a DBE Subcontractor is decertified during the life of the project, the decertified Subcontractor shall notify the Contractor in writing with the date of decertification. If a Subcontractor becomes a certified DBE during the life of the project, the Subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Project Manager.

(iii) Prompt Payment to Subcontractors

The Contractor shall pay any Subcontractor approved by the District for work that has been satisfactorily performed no later than ten (10) days from the date of the Contractor's receipt of progress payments by the District.

The District shall hold retainage from the Contractor and shall make prompt and regular incremental acceptances of portions of the Contract work, as determined by the District, and pay retainage to the Contractor based on these acceptances. The Contractor or Subcontractor shall return all monies withheld in retention from all Subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the Contract work by the District. Any delay or postponement of payment may take place only for good cause and with the District's prior written approval.

Any violation of these provisions shall subject the violating Contractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or Subcontractor in the event of a dispute involving late payment, or nonpayment by the Contractor, or deficient Subcontractor's performance, or noncompliance by a Subcontractor. This clause applies to both DBE and non-DBE Subcontractors.

In the event the Contractor does not make progress payments or release retentions to the Subcontractors in accordance with the time periods in this Section, the Contractor will be subject to a charge of two percent (2%) per month on the untimely or improperly withheld payment.

(iv) Reporting Requirements

The Contractor shall maintain records of all DBE participation in the performance of the Contract, including subcontracts entered into with certified DBEs and all materials purchased from certified DBEs.

The Contractor shall complete and submit the Monthly Prompt Payment Report and, if applicable, the Monthly DBE Trucking Verification, in forms to be provided by the District, within fifteen (15) days from the date of Contractor's receipt of progress payments.

The completed Monthly Prompt Payment Report shall provide the name, address, date of payment, and the total dollar amount actually paid to each Subcontractor performing work on the Contract.

The completed Monthly DBE Trucking Verification shall provide the amount paid to DBE trucking companies and shall indicate if a lease arrangement exists. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. It shall also show the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month.

If the Contractor fails to submit the Monthly Prompt Payment Report or the Monthly DBE Trucking Verification (if applicable) within the time period required in this Section and has not received written approval for an extension, the Contractor will be assessed an administrative deduction of fifty dollars (\$50) each day the report is late.

Upon completion of the Contract, the Contractor shall complete and submit the Final Report – Utilization of Disadvantaged Business Enterprises (DBE), in a form to be provided by the District. Final payment will not be processed until the Final Report is submitted and approved by the District.

(v) **Administrative Remedies**

In the event the Contractor fails to comply with the DBE requirements of this Contract in any way, the District reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and Contract retentions, imposition of liquidated damages, and termination of the Contract in whole or in part.

R. Certification Regarding Debarment and Suspension

The Contractor shall submit, prior to execution of this Agreement, documentation showing that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. For this purpose, the Contractor must complete and execute the form entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion,” which is included in the Proposal Documents. Contractor also agrees to include this provision in any subcontract exceeding \$25,000 and to obtain a similar certification from any Subcontractor seeking a subcontract exceeding \$25,000 and forward the certification to District.

S. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any District requests which would cause District to be in violation of the FTA terms and conditions.

ATTACHMENTS:

- Form NDA-1: Non-Disclosure Agreement for Release of Security Sensitive Information
- Form PF-1: Proposal Form
- Form PF-2: Sample Insurance Certificate
- Form PF-3: Acknowledgement of Addenda, if applicable
- Form PF-4: Non-Collusion Affidavit
- Form PF-5: List of Subcontractors
- Form PF-6: Prime Contractor & Subcontractor/Subconsultant/Supplier Report
- Form PF-7: Description of Selection Process of Subcontractors, Subconsultants and Suppliers
- Form BA-1: Buy America Certificate
- Form LB-1: Lobbying Certificate

- Form CRD-1: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Form CF-1: Sample Form of Contract
- Form CF-2: Performance Bond
- Form CF-3: Payment Bond
- Exhibit "A": Technical Specifications (with Appendices A through I)
- Appendix A: Mobile Subscribers Units
- Appendix B: Portable Subscribers Units
- Appendix C: District FCC Licenses
- Appendix D: MTC 511.org TravInfo® Java Message Service Specification
- Appendix E: Example Radio Coverage Acceptance Test Plan
- Appendix F: District GDT Base Map License
- Appendix G: UHF T-Band Air-Time Traffic Study
- Appendix H: TransLink® Interface Control
- Appendix I: Contract Document Requirements List
- Exhibit "B": Legal Relations and Responsibility
- Exhibit "C": Davis-Bacon Wage Determination

FORM NDA-1 MUST BE SUBMITTED AT LEAST 14 DAYS PRIOR TO THE PRE-PROPOSAL CONFERENCE/SITE TOUR.

FORMS PF-1 THROUGH PF-7, BA-1, LB-1, AND CRD-1 MUST BE COMPLETED AND SUBMITTED FOR A PROPOSAL TO BE DEEMED RESPONSIVE.

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

RFP NO. 2008-MD-1
ADVANCED COMMUNICATION AND INFORMATION SYSTEM

NON-DISCLOSURE AGREEMENT
FOR RELEASE OF SECURITY SENSITIVE INFORMATION
FOR PROPOSAL SUBMISSION PURPOSES

This Non-Disclosure Agreement (“Agreement”) is made as of this ____ day of _____, 2008, by _____ (“Recipient”).

WHEREAS, the Recipient has requested that the Golden Gate Bridge, Highway and Transportation District (District) make available certain Security Sensitive Information, as defined below, to Recipient to be used to prepare and submit Proposals for the District’s RFP No. 2008-MD-1, Advanced Communications and Information System and for no other purpose.

WHEREAS, the disclosure of Security Sensitive Information to unauthorized parties may cause irreparable damage to the District and the public.

WHEREAS, the District will make available the Security Sensitive Information to Recipient, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. Definition of “Security Sensitive Information”. “Security Sensitive Information” means information derived from access that the District provides to Recipient to view, observe, and inspect District facilities that are not open to and not accessible to the public (“Restricted Areas”), and any and all sketches, notes, and narratives taken or prepared by Recipient of Restricted Areas. The Recipient is prohibited from taking photographs of any District Restricted Areas.
2. Execution of Agreement, Exhibit A, Photo IDs, and Security Deposit. Prior to the disclosure of Security Sensitive Information to Recipient for the purpose stated in this Agreement, Recipient must (a) execute this Agreement, (b) provide District with a completed Exhibit A that identifies the names of all individuals anticipated to be granted access to Security Sensitive Information, and submit to the District copies of a government issued photo ID, preferably a driver’s license (Photo ID), for each individual identified on Exhibit A, and (c) receive written notification from the District that the names of the Recipient’s employees have passed a security screening.

3. Security Screening. All individuals proposed to have access to the Security Sensitive Information will be subject to a Security Screening, whereby copies of the Photo IDs will be used for a law enforcement check to compare the names against lists of known terrorists (Terrorist Lists). Recipient agrees to provide other personal information as may be required by law enforcement agencies in the event an individual's name appears on the Terrorist Lists. District reserves the right to complete the Security Screening of the personnel identified in Exhibit A before release of Security Sensitive Information to Recipient, and to deny access to personnel who do not pass clearance.
4. Disclosure Purposes. Recipient agrees to hold the Security Sensitive Information in trust and confidence. Recipient agrees that the Security Sensitive Information shall be used only as necessary for the preparation of its Proposal for the Advanced Communications and Information System project ("Disclosure Purposes"), and the Security Sensitive Information shall not be used for any other purpose without the District's prior written consent. Recipient shall destroy all Security Sensitive information promptly after it is no longer required for the Disclosure Purposes, no later than thirty (30) days after the District has notified Recipient of the staff recommendation for Contract award. By accepting and using the Security Sensitive Information, Recipient expressly agrees to comply fully with all terms of this Agreement. Recipient will not use the Security Sensitive Information in any way, directly or indirectly, that is damaging or harmful to the District or District facilities. This obligation survives termination of this Agreement.
5. Subcontractors and Suppliers. Recipient shall not disclose Security Sensitive Information to any prospective Subcontractors or suppliers for the Advanced Communications and Information Project, unless the prospective Subcontractor or supplier has executed a Non-Disclosure Agreement with the District, and completed the security screening. Recipient shall confirm with the District that these requirements have been satisfied.
6. District Remedies. Recipient acknowledges that the unauthorized disclosure or improper use of the Security Sensitive Information by Recipient may cause irreparable harm to District and the public. The District retains all of its legal rights and remedies to enforce this Agreement. Furthermore, Recipient acknowledges that the District is entitled to seek equitable remedies, including temporary and permanent injunctive relief, without the necessity of posting a bond or other security, to enforce this Agreement. No remedy or election under this Agreement shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.
7. Attorneys' Fees. In the event that a suit is necessary to enforce any of the provisions herein contained, the prevailing party shall be entitled to reasonable attorneys' fees in addition to costs.
8. Disqualification from Bidding. Recipient acknowledges that breach of this Agreement is grounds for the District to disqualify Recipient from participation in District Contracts.
9. Assignment. Recipient may not assign any rights or transfer any obligation under this Agreement without the express written consent of District.

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

RFP NO. 2008-MD-1

ADVANCED COMMUNICATION AND INFORMATION SYSTEM

PROPOSAL FORM

TO: GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT
 SAN FRANCISCO, CALIFORNIA

Pursuant to the Notice Inviting Sealed Proposals, the undersigned Proposer herewith submits a Proposal on the Proposal form or forms attached hereto and made a part hereof, and binds itself on award by the Golden Gate Bridge, Highway and Transportation District under this Proposal to execute a Contract in accordance with its Proposal, the Proposal Documents, and the award. The attached Request for Proposals and Addenda, if any, are made a part of this Proposal and all provisions thereof are accepted, and all representations and warranties required thereby are hereby affirmed.

PROPOSAL BELOW INCLUDES ALL APPLICABLE CHARGES, INCLUDING LABOR, INSURANCE, AND ALL OTHER COSTS NECESSARY FOR FURNISHING OF ALL EQUIPMENT AND THE PERFORMANCE OF ALL SERVICES CALLED FOR UNDER THE CONTRACT. PRICES QUOTED SHALL NOT INCLUDE SALES OR USE TAX. APPLICABLE SALES OR USE TAXES SHALL BE ADDED TO THE INVOICE.

Proposers must complete Sections I and II.

NOTE: *IN ACCORDANCE WITH RFP SECTION 7.I, PROPOSERS MUST, IN ADDITION TO COMPLETING THIS FORM, LIST ON A SEPARATE WORKSHEET ALL INDIVIDUAL COMPONENTS, FEES, AND SERVICES THAT PROVIDE THE BASIS FOR THE UNIT PRICE ENTERED ON THIS FORM. THE UNIT PRICE ON THE PROPOSAL FORM IN THE SPECIFIED CATEGORY IS THE TOTAL OF THE COMPONENTS THE PROPOSER HAS LISTED ON A SEPARATE WORKSHEET

SECTION I. PRICE SHEET FOR ACIS

NO.		NUMBER OF UNITS	UNIT PRICE	EXTENDED PRICE	NOTES
Category A – Base System					
1.	Base ACIS*	1	\$	\$	Per Section 4 (Exhibit A) . Radio communications system including but not limited to all specified hardware, spare

					parts, software, digital logging recorder system, site preparation, installation labor, testing, configuration, training and support services. Equipment for all anticipated and/or required communications sites shall be included. Per Section 5.2 (Exhibit A) . Including but not limited to all specified base ITS hardware, spare parts, software, real-time passenger information system, site preparation, installation labor, testing, configuration, training and support services, all sites.
2.	a. Mobile ACIS Equipment for Transit Vehicles and Ferry Vessels (204 sets)*	204	\$	\$	Including but not limited to all specified hardware, software, installation labor, testing, configuration, training and support services, removal and disposal of existing equipment; distribution among users as specified in Appendix A to Exhibit A . Per Section 7.2.10, Tier I (Exhibit A) Per Section 7.2.10 (Exhibit A) Per Section 7.2.10 (Exhibit A)
	b. Mobile ACIS Equipment, Non-Revenue Vehicles (78 sets)*	78	\$	\$	
	c. Spare Mobile Radios, Buses (20 units)	20	\$	\$	
	d. Spare Mobile Data Terminals, Buses (20 Units)	20	\$	\$	
	e. Spare Parts as defined in Section 7.2.10*	1	\$	\$	
3.	a. Portable Equipment, Tier, I (182 units)	182	\$	\$	Including but not limited to all specified hardware, software accessories, training and support services; distribution among users as specified in Appendix B to Exhibit A .
	b. Portable Equipment, Tier II (8 units)	8	\$	\$	
	c. Portable Equipment, Tier III (8 units)	8	\$	\$	
4.	Installation and Construction Services	1	\$	\$	Including all labor and material for mechanical, electrical, plumbing, HVAC, earthquake bracing, console installation, trenching, etc. (excluding Real-Time Passenger Information System Signs)
5.	Installation and Construction Services for Real-Time Passenger Information System	1	\$	\$	Including all labor and material for installation Real-Time Passenger Information System

	Signs				Signs
6.	Delivery Charge for Category A items			\$	
7.	Subtotal (Add lines 1 through 6)			\$	
Category B – ACIS Options					
8.	Automatic Announcement System* (AAS)	1	\$	\$	Per Section 5.3.1 (Exhibit A)
9.	Automatic Passenger Counting System (APC) (100% of each transit vehicle type)* (Please list on a separate sheet the price for installation on 15% and 25% of each vehicle type of the District's revenue buses.	1	\$	\$	Per Section 5.3.2 (Exhibit A)
10.	Mobile Dispatch Computers (3)*	3	\$	\$	Per Section 5.3.3 (Exhibit A)
11.	Ship Log (7)*	7	\$	\$	Per Section 5.3.4 (Exhibit A)
12.	Transit Signal Priority (TSP)*	1	\$	\$	Per Section 5.3.5 (Exhibit A)
13.	Interactive Voice Response System*	1	\$	\$	Per Section 5.3.6 (Exhibit A)
14.	Paratransit Integration*	1	\$	\$	Per Section 5.3.7 (Exhibit A). All anticipated hardware, software, and installation costs shall be provided, including anticipated upgrades to the base radio communications system.
15.	ACIS Development Environment*	1	\$	\$	Per Section 5.3.8 (Exhibit A)
16.	Transit Automatic Vehicle Monitoring (AVM)*	1	\$	\$	Per Section 5.3.9 (Exhibit A)
17.	Touch-screen LCD Display	13	\$	\$	Per Section 4.9.4.16. Locations are listed in Section 5.2 (Exhibit A)
18.	Delivery Charge for Category B items			\$	
19.	Subtotal (Add lines 8 through 18)			\$	
20.	Maintenance Plan for Software and Hardware*			\$	Per Request for Proposal Section 7.H.1
21.	TOTAL PROPOSAL PRICE (Add lines 7, 19, and 20)			\$	

CATEGORY C – INDIVIDUAL COMPONENT PRICING (FOR INFORMATIONAL PURPOSE ONLY. DISTRICT EXPECTS PRICING VALID FOR 3 YEARS FROM NOTICE TO PROCEED.)

NO.			NUMBER OF UNITS	UNIT PRICE	EXTENDED PRICE	NOTES
22.	Portable Subscriber Unit	A	1	\$	\$	Tier I Per Section 4.8.10.1 (Exhibit A)
		B	1	\$	\$	Tier II Per Section 4.8.10.2 (Exhibit A)
		C	1	\$	\$	Tier III Per Section 4.8.10.3 (Exhibit A)
23.	Mobile Subscriber Unit	A	1	\$	\$	Tier I, Radio only, Per Section 4.8.9.1 (Exhibit A)
		B	1	\$	\$	Tier II, Radio only, Per Section 4.8.9.2 (Exhibit A)
		C	1	\$	\$	Tier III, Radio only, Per Section 4.8.9.3 (Exhibit A)
24.	Base Station	A	1	\$	\$	Complete rack mountable unit, Per Section 4.4.3 (Exhibit A)
25.	Mobile Data Terminal	A	1	\$	\$	Per Section 5.2.1.3 (Exhibit A)
26.	Vehicle Logic Unit	A	1	\$	\$	Per Section 5.2.1.1 (Exhibit A)
27.	Complete Set of Revenue Vehicle Hardware	A	1	\$	\$	Base ACIS equipment
		B	1	\$	\$	Optional equipment
28.	LED Sign, Revenue Vehicle	A	1	\$	\$	For Automatic Announcement System, Per Section 5.3.1 (Exhibit A)
29.	Automatic Passenger Counting Equipment, Mobile	A	1	\$	\$	One vehicle set including door sensors, processor, wireless equipment, etc. , Per Section 5.3.2 (Exhibit A)
30.	Real-Time Passenger Information System Displays	A	1	\$	\$	Bus Stop/Shelter Sign (single line), Per Section 5.2.4.1 (Exhibit A)
			10	\$	\$	
			100	\$	\$	
		B	1	\$	\$	Bus Stop/Shelter Sign (multi-line), Per Section 5.2.4.1 (Exhibit A)
			10	\$	\$	
			100	\$	\$	
		C	1	\$	\$	Arrival/Departure LCD Display, Per Section 5.2.4.3 (Exhibit A)
			10	\$	\$	
			100	\$	\$	

Name Under Which Business is Conducted:

Business Address: _____

Telephone No.: _____ Facsimile No: _____

[] Check here if entity is a Disadvantaged Business Enterprise (DBE) and include a copy of the firm's DBE Certification with Proposal.

MANDATORY SIGNATURE(S)

IF SOLE OWNER, sign here: I sign as sole owner of the business named above:

IF PARTNERSHIP, one or more partners sign here: The undersigned certify that we are partners in the business named above and that we sign this contract proposal with full authority so to do:

IF CORPORATION, sign here: The undersigned certify that they sign this contract proposal with full and proper authorization so to do:

Corporate Name: _____

By: _____ Title: _____

*By: _____ Title: _____

Incorporated under the laws of the State _____

**Two corporate officers must sign on behalf of the corporation as follows: (1) Chairman of the Board, President, or Vice President; and (2) Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Financial Officer. In the alternative, this Proposal may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided, demonstrating that such individual is authorized to bind the corporation (e.g., a copy of a certified resolution from the corporation's board or a copy of the corporation's by-laws).*

IF JOINT VENTURE, officers of each participating firm sign here: The undersigned certify that they sign this contract proposal with full and proper authorization so to do:

Joint Venture Name Composed of: _____

By: _____ Title: _____

By: _____ Title: _____

Sample Insurance Certificate

MARSH		CERTIFICATE OF INSURANCE			CERTIFICATE NUMBER SEA-000804487-06
PRODUCER 016368-DUMMY-		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.			
INSURED NAMED INSURED AND ADDRESS		COMPANIES AFFORDING COVERAGE			
		COMPANY: A LEXINGTON INSURANCE COMPANY			
		COMPANY: B NATIONAL UNION FIRE INS. CO.			
		COMPANY: C ASLIC			
		COMPANY: D			
COVERAGES 2 This certificate supersedes and replaces any previously issued certificate for the policy period noted below. THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CD LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	123456	07/01/04	07/01/05	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - CO MP OP AGG \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 2,000,000
					FIRE DAMAGE (Any one fire) \$
					THEFT EXP (Any one person) \$
A	AUTOMOBILE LIABILITY	123456	07/01/04	07/01/05	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (per person) \$
	<input type="checkbox"/> ALLOWED AUTOS				BODILY INJURY (per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NO NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY \$
					EACH ACCIDENT \$
					AGG REGATE \$
C	EXCESS LIABILITY	GHIJKL	07/01/04	07/01/05	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 4,000,000
	OTHER THAN UMBRELLA FORM				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	678910	07/01/04	07/01/05	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				EL EACH ACCIDENT \$ 1,000,000
	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL DISEASE-POLICY LIMIT \$ 1,000,000
	OTHER				EL DISEASE-EACH EMPLOYEE \$ 1,000,000
DESCRIPTION OF OPERATION (LOCATION) (VENUE) (SPECIAL ITEMS) THE GOLDEN GATE BRIDGE, HIGHWAY & TRANSPORTATION DISTRICT AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS WHILE ACTING IN SUCH CAPACITY, AND THEIR SUCCESSORS OR ASSIGNEES ARE ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES REFERENCED ABOVE.					
CERTIFICATE HOLDER			CANCELLATION:		
Janet S. Tarantino, Secretary of the District Golden Gate Bridge, Highway & Transportation District P.O. Box 9000, Presidio Station San Francisco, CA 94129-0601			SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUEROF THIS CERTIFICATE.		
			MARSH & SA INC. BY: CATEGORY II MMH(3/02) VALID AS OF: 12/03/04		

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

RFP NO. 2008-MD-1
ADVANCED COMMUNICATION AND INFORMATION SYSTEM

ACKNOWLEDGMENT OF ADDENDA

The undersigned Proposer acknowledges receipt of the following addenda, if issued, to the Proposal Documents. If none received, write "None Received."

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Date: _____

Firm: _____

Print Name: _____

Signature: _____

Title: _____

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

**RFP NO. 2008-MD-1
ADVANCED COMMUNICATION AND INFORMATION SYSTEM**

NON-COLLUSION AFFIDAVIT

State of California

County of _____

_____, being first duly sworn, deposes and says that he or she is _____ (sole owner, a partner, president, secretary, etc.) of _____, the party making the foregoing proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the Proposer has not directly, or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Signature of Representative of Proposer

Subscribed and sworn to before me,
A Notary Public in and for the State of California

County of _____ this _____ day of _____, 20____.

Signature of Notary Public (Seal)

My commission expires _____, 20____.

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

RFP NO. 2008-MD-1
ADVANCED COMMUNICATION AND INFORMATION SYSTEM

LIST OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4114, inclusive, of the California Public Contract Code, each Proposer shall list the name, business address, and California State Contractor’s license number if applicable of each Subcontractor to whom the Proposer proposes to subcontract a portion of the work involving installation of the System in an amount in excess of one-half of one percent (.5%) of the amount submitted in Number Four and Five, Section One, the Price Sheet for Advanced Communication and Information System, on Proposal Form PF-1. For each Subcontractor listed, the Proposer shall set forth on this form the dollar amount and the percentage of each particular item that will be performed by each Subcontractor.

List below the name, location of the place of business and Contractor’s license number of each Subcontractor and the portion of the work to be done by each Subcontractor:

	Name of Subcontractor	License Number	Location of Place of Business	Portion of Work		
				\$ Amount	Proposal Item	% of Proposal Item
1						
2						
3						
4						
5						
6						
7						

GOLDEN GATE BRIDGE, HIGHWAY & TRANSPORTATION DISTRICT

Prime Contractor and Subcontractor/Subconsultant/Supplier Report

Proposer's Name: _____
 Address: _____
 Owner or Contact Person: _____
 Title: _____

Contract # and Name: _____
 Disadvantaged Business Enterprise: Yes/No _____ Age of Firm: _____
 Phone: () _____ Fax: () _____
 Firm's Annual Gross Receipts: _____

List the following information for all subcontractors/subconsultants/suppliers, regardless of tier, that provided a bid, quote or proposal to the Proposer. Attach additional sheets as necessary.

Subcontractor*/Subconsultant/Supplier		DBE Yes**/No	Age of Firm	Firm's Annual Gross Receipts	Description of Work/Type of Materials/Supplies	Dollar Amount of Work/Supplies	Poposal/Quote Accepted Yes/No	DBE Amount***
1	Name:							
	Address:							
	Contact Person							
	Phone & Fax:							
2	Name:							
	Address:							
	Contact Person:							
	Phone & Fax:							
3	Name:							
	Address:							
	Contact Person:							
	Phone & Fax:							
4	Name:							
	Address:							
	Contact Person:							
	Phone & Fax:							
5	Name:							
	Address:							
	Contact Person:							
	Phone & Fax:							

Continued

Prime Contractor and Subcontractor/Subconsultant/Supplier Report (Continued)

Attach additional sheets as necessary.

Subcontractor*/Subconsultant/Supplier		DBE Yes**/No	Age of Firm	Firm's Annual Gross Receipts	Description of Work/ Type of Materials/Supplies	Dollar Amount of Work/Supplies	Proposal/Quote Accepted Yes/No	DBE Amount***
6	Name:							
	Address:							
	Contact Person:							
	Phone & Fax:							
7	Name:							
	Address:							
	Contact Person:							
	Phone & Fax:							
8	Name:							
	Address:							
	Contact Person:							
	Phone & Fax:							

DBE Amount: = _____ % **Proposer's DBE Achievement**
Total Proposal Amount:

- * Names of the First Tier subcontractors, including DBEs, whose proposals were accepted shall be consistent, where applicable, with the names on the "List of Subcontractors" submitted with the proposal pursuant to the California Fair Subletting and Subcontracting Act, Public Contract Code 4100.
- ** If Yes, please also provide UCP certification number in box. Proposers need to be aware that state and local governments may have other types of certifications with different requirements.
- *** DBE participation includes that portion of the work actually performed by a certified DBE with its own forces. For DBE supplier, count 60% of the costs of materials and supplies.

The undersigned will enter into a formal agreement with the subcontractor(s), subconsultant(s) and/or supplier(s) whose proposal/quote was accepted conditioned upon execution of a contract with the Golden Gate Bridge, Highway & Transportation District. I certify under penalty of perjury that the information included on this form is accurate and true.

Signature of Owner or Authorized Representative

Title

Date

Description of the Selection Process of Subcontractors/Subconsultants/Suppliers

Contract # and Name: _____

Proposer's Name: _____

Address: _____

Phone: _____ Fax: _____

Owner or Contact Person: _____ Title: _____

Provide a narrative description of how the Proposer selected its subcontractors/subconsultants/suppliers, including the following elements: (Please attach additional sheets as necessary.)

1. Soliciting small businesses, including DBEs, to participate through all reasonable and available means.

Example: Include attendance at pre-proposal meeting, advertisements, written notices and agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using small business concerns.

2. Selecting portions of the work that are economically feasible for small businesses, including DBEs.

Example: List items of work which the Proposer made available to small business concerns, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the Proposer with its own forces) into economically feasible units to facilitate small business participation.

3. Providing adequate information about plans, specifications and requirements in a timely manner to small businesses, including DBEs.

Example: List dates of written notices soliciting proposals from small businesses and the dates and methods used for following up initial solicitations to determine with certainty whether the small businesses were interested.

4. Negotiating in good faith with small business concerns, including DBEs.

5. Not rejecting small business concerns, including DBEs, as unqualified without sound business reasons.

Example: Explain reasons for rejecting proposals from small business concerns and accepting proposals from selected firms.

6. Making efforts to assist small business concerns, including DBEs, in obtaining required bonding, lines of credit, or insurance.

7. Making efforts to assist small business concerns, including DBEs, in obtaining necessary equipment, supplies or materials.

8. Describe any other steps that the Proposer used to select its subcontractors/subconsultants/suppliers.

The undersigned certifies that the above narrative description is true and accurate, and may be relied upon by the District in evaluating the Proposer's compliance with the bidding requirements.

Signature of Owner or Authorized Representative

Title

Date

**BUY AMERICA CERTIFICATE
(Steel, Iron, or Manufactured Products)**

SELECT AND COMPLETE ONLY ONE OF THE FOLLOWING CERTIFICATIONS:

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

The Proposer 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.

_____ Firm Name
_____ Signature of Authorized Official
_____ Name and Title of Authorized Official
_____ Date

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

The Proposer 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.

_____ Firm Name
_____ Signature of Authorized Official
_____ Name and Title of Authorized Official
_____ Date

**LOBBYING CERTIFICATION FOR CONTRACTS GRANTS,
LOANS, AND COOPERATIVE AGREEMENTS
(Pursuant to 49 CFR Part 20, Appendix A)**

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

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

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

The Proposer, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, *et. seq.* apply to this certification and disclosure, if any.

Signature of Authorized Official

Name and Title of Authorized Official

Date

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form – LLL-A
BILLING CODES 3410-01-C; 6450-01-C; 6690-01-C;
8025-01C; 7510-01-C; 3510-FE-C; 8120-01-C; 4710-24-
C; 6116-01-C; 6051-01-C; 8230-01-C; 3210-01-C; 4210-
32-C; 4410-18-C; 4510-23-C; 4810-25-C; 3001-01-C;
4000-01-C; 3820-01-C; 6560-50-C; 6820-61-C; 4310-RF-
C; 6718-01-C; 4150-04-C; 7555-01-C; 7537-01-C; 7536-
01-C; 6050-28-C; 4910-62-C

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a).
Enter Last Name, First Name, and Middle Initial(MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY, AND VOLUNTARY EXCLUSION
(Pursuant to 49 CFR Part 29, Appendix B)**

- A. By signing and submitting this Proposal, the Proposer is providing the signed certification set out below.
1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 2. The Proposer shall provide immediate written notice to the Golden Gate Bridge, Highway and Transportation District if at any time the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 3. The terms “*covered transaction*,” “*debarred*,” “*suspended*,” “*ineligible*,” “*lower tier covered transaction*,” “*participant*,” “*person*,” “*primary covered transaction*,” “*principal*,” “*proposal*,” and “*voluntarily excluded*,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact the Golden Gate Bridge, Highway and Transportation District for assistance in obtaining a copy of those regulations.
 4. The Proposer agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the department or agency with which this transaction originated.
 5. The Proposer further agrees by submitting this Proposal that it will include the clause entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion”, as set out below in Subsection (B), in all subcontracts and in all solicitations for lower tier covered transactions as modified to identify the subcontractor.
 6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each

participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

1. The Proposer certifies, by submission of this bid or Proposal, that neither it nor its “principals,” as defined at 49 C.F.R. § 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. If Proposer is unable to certify to the statements in this certification, Proposer shall attach an explanation to this Proposal.

_____ Firm Name

_____ Signature of Authorized Official

_____ Name and Title of Authorized Official

_____ Date

SAMPLE CONTRACT

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

SAMPLE CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 200__ , by and between _____, hereinafter called "Contractor" and the Golden Gate Bridge, Highway and Transportation District, hereinafter called "District".

WITNESSETH, that the Contractor and the District, for the consideration hereinafter named, agree as follows:

1. SCOPE OF WORK

The Contractor shall perform all the work and furnish all the labor, materials, tools, equipment, machinery, services, transportation, incidentals and appurtenances required to complete the scope of work as defined in the Contract Documents for the *Advanced Communication and Information System*, RFP No. 2008-MD-1, in full compliance with the Contract Documents

2. TIME OF COMPLETION

After the Contract has been executed by the District, the Contractor shall begin work after the effective date of the Notice to Proceed issued by District and shall diligently fulfill the requirements set forth in the RFP so that the system is operational by _____. The time for completion for all of the work called for under the Contract in all parts and requirements, with the exception of warranty and the maintenance and support services, is _____.

3. CONTRACT PRICE

In consideration of the performance of the work as set forth in the Contract Documents, the District agrees to pay to the Contractor the amounts set forth in the Contractor's Proposal dated _____, as it may be adjusted in accordance with the Contract Documents, and to make such payments in the manner and at the times provided in the Contract Documents. The Contractor agrees to complete the work within the time specified and to accept as full payment the amounts provided in the Contract Documents.

4. COMPONENT OF CONTRACT

This Contract shall consist of the following documents, each of which is on file in the office of the Secretary of the District and all of which are incorporated herein and made a part hereof by reference thereto:

- (a) Addenda to this Contract (if any)
- (b) This Contract
- (c) Addenda to Request for Proposals (if any)
- (d) Request for Proposals
- (e) Contactor's Proposal, including all forms, attachments, and exhibits, as accepted by District
- (f) Insurance Certificates(s)

The Contract will also include Contract Change Orders, if any, issued by the District as provided in the Contract Documents. The Contract represents the entire integrated agreement between the parties hereto and supersedes prior negotiations, agreements or Representations, whether written or oral. In the event of a conflict or inconsistency between Contractor's Proposal and this Contract, this Contract shall prevail.

5. SERVICE OF NOTICE

Any notices required or permitted under this Contract may be given by personal delivery to an authorized representative of the recipient or by certified or registered United States mail. In the case of the Contractor, notices shall be addressed to the business address specified in its Proposal. In the case of the District, notices shall be addressed to:

Secretary of the District
Golden Gate Bridge, Highway & Transportation District
Box 9000, Presidio Station
San Francisco, CA 94129-0601

Notice shall be presumed to be received three (3) business days after deposit in the mail, postage prepaid, or upon the date of delivery, if personally given.

6. GOVERNING LAW

This Contract shall be governed and construed in accordance with the laws of the State of California.

7. RECORDS

District representatives shall have the right to review and inspect any records of the Contractor related to this Contract during normal business hours at the location where such records are maintained.

8. LEGAL ACTIONS; AGENT FOR SERVICE OF PROCESS

Any action relating to the Contract, including all disputes between parties shall be instituted and prosecuted in a court of competent jurisdiction in the State of California.

Each party hereby appoints the individual listed opposite its name to act as its initial agent for service of process relating to any such action.

9. NON-DISCRIMINATION ASSURANCE

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the District deems appropriate. The Contractor shall obtain the same assurances from its joint venture partners, subcontractors and subconsultants by including this assurance in all subcontracts entered into under this Contract.

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

SAMPLE CONTRACT

IN WITNESS WHEREOF, District has caused these presents to be executed by the District's officer thereunto duly authorized, and Contractor has subscribed same, all on the day and year first above written.

FOR THE CONTRACTOR:

Name Under Which Business is Conducted: _____

Business Address: _____

Telephone No.: _____ Facsimile No.: _____

(Signature of Contractor)

If SOLE OWNER, sign here: I sign as sole owner of the business named above:

FOR THE DISTRICT:

GOLDEN GATE BRIDGE, HIGHWAY AND
TRANSPORTATION DISTRICT

President, Board of Directors

Secretary of the District

APPROVED AS TO FORM:

Attorney for the District

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

SAMPLE CONTRACT

IN WITNESS WHEREOF, District has caused these presents to be executed by the District's officer thereunto duly authorized, and Contractor has subscribed same, all on the day and year first above written.

FOR THE CONTRACTOR:

Name Under Which Business is Conducted: _____

Business Address: _____

Telephone No.: _____ Facsimile No.: _____

(Signature of Contractor)

If PARTNERSHIP, sign here: The undersigned certify that we are partners in the business named above and that we sign this contract Proposal with full authority so to do:
(One or more partners sign):

FOR THE DISTRICT:
GOLDEN GATE BRIDGE, HIGHWAY AND
TRANSPORTATION DISTRICT

President, Board of Directors

Secretary of the District

APPROVED AS TO FORM:

Attorney for the District

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

SAMPLE CONTRACT

IN WITNESS WHEREOF, District has caused these presents to be executed by the District's officer thereunto duly authorized, and Contractor has subscribed same, all on the day and year first above written.

FOR THE CONTRACTOR:

Name Under Which Business is Conducted: _____

Business Address: _____

Telephone No.: _____ Facsimile No.: _____

(Signature of Contractor)

IF CORPORATION, execute here*: The undersigned certify that they sign this contract proposal with full and proper authorization so to do:

Corporate Name: _____

By: _____ Title: _____

By: _____ Title: _____

Incorporated under the laws of the State of _____

**Two corporate officers must sign on behalf of the corporation as follows: (1) Chairman of the Board, President, or Vice President; and (2) Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Financial Officer. In the alternative, this Proposal may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided, demonstrating that such individual is authorized to bind the corporation (e.g., a copy of a certified resolution from the corporation's board or a copy of the corporation's by laws).*

FOR THE DISTRICT:

**GOLDEN GATE BRIDGE, HIGHWAY AND
TRANSPORTATION DISTRICT**

President, Board of Directors

Secretary of the District

APPROVED AS TO FORM:

Attorney for the District

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

SAMPLE CONTRACT

IN WITNESS WHEREOF, District has caused these presents to be executed by the District's officer thereunto duly authorized, and Contractor has subscribed same, all on the day and year first above written.

FOR THE CONTRACTOR:

Name Under Which Business is Conducted: _____

Business Address: _____

Telephone No.: _____ Facsimile No.: _____

(Signature of Contractor)

If a JOINT VENTURE, execute here: The undersigned certify that they sign this contract proposal with full and proper authorization so to do:

By: _____ Title: _____

By: _____ Title: _____

Incorporated under the laws of the State of _____

FOR THE DISTRICT:

GOLDEN GATE BRIDGE, HIGHWAY AND
TRANSPORTATION DISTRICT

President, Board of Directors

Secretary of the District

APPROVED AS TO FORM:

Attorney for the District

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

**RFP NO. 2008-MD-1
ADVANCED COMMUNICATION AND INFORMATION SYSTEM**

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS THE GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT, (hereinafter referred to as "District") has entered into a Contract with _____ (hereinafter referred to as "Principal") for Contract No. 2008-MD-1 (the "Contract"); and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond of faithful performance of said Contract;

NOW, THEREFORE, we, the Principal, and _____, as Surety are held and firmly bound unto the District, in the penal sum of _____ Dollars (\$_____) lawful money of the United States, being a sum equal to one hundred percent (100%) of the total amount payable under the Contract, including warranty and maintenance services, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by the District, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract until the completion, delivery and acceptance of said work, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless the District as stipulated in the Contract, then this obligation shall be reduced as described below; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition. However, upon final acceptance of the Advanced Communication and Information System by the District, and upon request by the Contractor, the District may reduce the amount of the Performance Bond to reflect the full value of the maintenance services portion of the contract, including the option terms.

Whenever Principal shall be and declared by the District to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at District's election:

1. Undertake through its agents or independent Contractors, reasonably acceptable to the District, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse the District for all costs the District incurs in completing the Contract, and in correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the District's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the District or its successors or assigns.

In the event suit is brought upon this bond by the District, Surety shall pay reasonable attorney's fees and costs incurred by the District in such suit.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this ____ day of _____, 2008, 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)

NOTE:
To be signed by Principal
and Surety and acknowledgement
and notarial seal attached.

By: _____

By: _____

(Surety)

(Address)

By: _____

By: _____

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

**RFP NO. 2008-MD-1
ADVANCED COMMUNICATION AND INFORMATION SYSTEM**

PAYMENT BOND

Bond No. _____

Amount: \$ _____

KNOW ALL PERSONS BY THESE PRESENTS, that _____,
hereinafter called the PRINCIPAL, and _____,
a corporation duly organized under the laws of the State of _____ having
its principal place of business at _____, in the State of _____
_____, and authorized to do business in the State of California, hereinafter called the
SURETY, are held and firmly bound unto the Golden Gate Bridge, Highway and Transportation
District, hereinafter called the OBLIGEE, or order in the sum of _____
_____ Dollars (\$ _____) lawful money of the United
States, for the payment of which, well and truly to be made, we bind ourselves, our heirs,
executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the PRINCIPAL has entered into a Contract with the OBLIGEE for the District's
Advanced Communication and Information System and said PRINCIPAL is required under the
terms of said Contract to furnish a bond securing payment of claims to which reference is made
in Section 3248 of the Civil Code.

NOW, THEREFORE, if said PRINCIPAL or any of its subcontractors fails to pay any of the
persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment
Insurance Code with respect to work or labor performed under the Contract, or any amounts
required to be deducted, withheld and paid over to the Employment Development Department
from the wages of employees of the Contractor and his subcontractors pursuant to Section 13020
of the Unemployment Insurance Code with respect to such work and labor, the SURETY will
pay for the same, in an amount not exceeding the sum specified in this bond, and also will pay, in
case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond will inure to the benefit of any of the persons named in Section 3181 of the Civil Code
so as to give a right of action to such persons or their assigns in any suit brought upon this bond.
This bond is given to comply with Sections 3247 and 3248 of the Civil Code. The liability of the
PRINCIPAL and SURETY hereunder is governed by the provisions of said Code, all acts

amendatory thereof, and all other statutes referred to therein, including Section 3225 of the Civil Code.

The SURETY, for value received hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications incorporated therein shall impair or affect its obligations and its bond and it hereby waives notice of any such change, extension of time, alteration or addition.

IN WITNESS WHEREOF the above-bounded parties have executed this instrument this _____ day of _____, 200____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

PRINCIPAL:

By:

SURETY:

By:

Attorney-In-Fact

Note: To be considered complete, both the principal and surety 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.