

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
(LAVTA)**

REQUEST FOR PROPOSALS

FOR

**Microwave Based Traffic Sensors at Five
Signalized Intersections**

#2017-03

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
1362 Rutan Court, Suite 100
Livermore, CA 94551

February 1, 2017

Key RFP Dates

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| Date of Issuance: | February 1, 2017 |
| Written Questions/Requests Due: | February 7, 2017 at 4:00 p.m. |
| Responses to Questions/Requests: | February 13, 2017 |
| Proposals Due: | February 15, 2017 at 2:00 p.m. |
| Contract Award (estimated): | March 6, 2017 |
| Notice to Proceed (estimated): | March 13, 2017 |

Contact Information:
Beverly Adamo, Director of Administrative Services
(925) 455-7555
procurements@lavta.org

February 1, 2017

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS
MICROWAVE BASED TRAFFIC SENSORS AT FIVE SIGNALIZED INTERSECTIONS
#2017-03**

The Livermore Amador Valley Transit Authority (LAVTA), operator of the Wheels bus system, is accepting proposals from qualified firms to provide Microwave Based Traffic sensors to be used in detection of all vehicles for five (5) signalized intersections.

This Project shall include the furnishing of all equipment as set forth in the Scope of Work section of the Request for Proposals (RFP).

All Questions and Requests for Clarification must be submitted in writing by February 7, 2017 at 4:00 p.m. Responses will be posted to the Wheels website as specified in the Instructions to Proposers by February 13, 2017. Proposals must be received in the LAVTA Administrative Offices by 2:00 p.m. on February 15, 2017. **No proposals will be accepted after this time and date.** Any proposal or amendment to proposal received after the closing time will be returned unopened to the sender. No Proposer may withdraw its proposal for a period of one hundred twenty (120) days after the opening of proposals. Each Proposer will be notified of award of contract, if award is made. LAVTA 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.

Proposals shall be submitted electronically to the following:

**Livermore Amador Valley Transit Authority
1362 Rutan Court, Suite 100
Livermore, CA 94551
Attention: Beverly Adamo, Director of Administrative Services
procurements@lavta.org**

Full compliance with all Equal Employment Opportunity, and Americans with Disabilities Act laws and regulations will be required of the Proposer. Funding for this project is provided through the Federal Transit Administration.

LAVTA intends for this procurement to be primarily conducted electronically via distribution on the procurement page of www.wheelsbus.com; however, upon request, copies of the RFP may be obtained by contacting LAVTA at (925) 455-7555.

/s/ Beverly Adamo

Beverly Adamo
Director of Administrative Services
Livermore Amador Valley Transit Authority

February 1, 2017

Date

SECTION I

INSTRUCTIONS TO PROPOSERS

1.0 INSTRUCTIONS TO PROPOSERS

1.1. Request for Proposals

The Livermore Amador Valley Transit Authority (“LAVTA” or “Authority”) seeks to purchase the Intersection Control Sensors for the LAVTA and City of Dublin project. LAVTA will utilize the “Best Value” method of procurement, in conformance with applicable procurement guidelines. Respondents to this RFP should demonstrate an understanding of the work to be performed.

1.2 Examination of Proposal Documents

The work to be performed under this contract consists of the furnishing of all labor, insurance, materials, and equipment necessary to perform the requirements specified in the Scope of Work. By submitting a proposal, Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of providing the equipment necessary to integrate with the City of Dublin’s signal and bicycle detection equipment.

1.3 Addenda

Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Proposers shall acknowledge receipt of addenda in their proposals.

1.4 Authority Contact

All questions and/or contacts with LAVTA staff regarding this RFP are to be directed to the Procurement Officer:

Beverly Adamo, Director of Administrative Services
Livermore Amador Valley Transit Authority
1362 Rutan Court, Suite 100
Livermore, CA 94551
Phone: (925) 455-7555
procurements@lavta.org

1.5 Questions, Requests for Clarification, and Requests for Approved Equals

Should a Proposer have questions concerning, require clarifications of this RFP, or wish to submit a request for an approved equal, the Proposer shall notify the Authority in writing by February 7, 2017, at 4:00 pm. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter, which will be posted on the agency’s interactive website; www.wheelsbus.com.

It is understood that specifying a brand name or specific types of components and/or equipment in these specifications shall not relieve the Proposer from its responsibility to furnish the end product in accordance with the warranty and contractual requirements. The Proposer is responsible for notifying the LAVTA of any inappropriate brand names, or types of components and/or equipment that may be called for in these specifications, and to propose a suitable substitute for consideration. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process by trade name, make or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. A Proposer may, at its option, use any equipment, material, article, or process which, in the judgment of the LAVTA, is equal to that designated. To do so a Proposer shall furnish, at its own expense, all test results, technical data and background information required by the LAVTA in making the determination as to whether the proposed equipment, material or article or process, in the judgment of the Director of Maintenance, or the LAVTA's designated Project Manager is equal to that designated.

The LAVTA shall be the sole judge as to the comparative quality and suitability of alternative equipment, articles, material or process, and its decision shall be final.

Submitting Request

- (a) All questions, requests for clarification, and/or requests for approved equals must be put in writing and must be received by the Authority no later than 4:00 p.m. on February 7, 2017.
- (b) Requests for clarification, questions, comments, and requests for approved equals must be clearly labeled, "Written Questions." The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- (c) Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Livermore Amador Valley Transit Authority, Director of Administrative Services, 1362 Rutan Court, Suite 100, Livermore, CA 94551.
 - (2) Personal Courier: Director of Administrative Services, 1362 Rutan Court, Suite 100, Livermore, CA 94551.
 - (3) Facsimile: The Authority's fax number is (925) 443-1375.
 - (4) E-Mail: procurements@lavta.org .

1.6 Authority Responses

Responses from the Authority will be posted on the Authority’s website, www.wheelsbus.com by February 13, 2017. LAVTA reserves the right to postpone this deadline for its own convenience.

1.7 Submission of Proposals

- (a) Date and Time - Proposals must be received in the LAVTA Administrative Offices at or before 2:00 p.m. on February 15, 2017. Proposals received after the above-specified date and time will be returned to Proposers unopened.
- (b) Address - Proposals shall be submitted to the following:

Livermore Amador Valley Transit Authority
1362 Rutan Court, Suite 100
Livermore, CA 94551
Attn: Beverly Adamo, Director of Administrative Services
procurements@lavta.org

1.8 Identification of Proposals

Proposer shall submit one (1) electronic version of its proposal via email to procurements@lavta.org, addressed as shown above, bearing the Proposer’s name and address and clearly marked as follows:

“LAVTA Intersection Control Sensors at Five Signalized Intersections – RFP #2017-03”

1.9 Acceptance of Proposals

- (a) The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals or proposal procedures.
- (b) The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Proposer responding to this RFP.
- (c) The Authority reserves the right to postpone proposal openings for its own convenience.
- (d) The Authority reserves the right to request additional information to clarify any proposal.

1.10 Pre-Contractual Expenses

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer in the preparation of its proposal. Proposer shall not include any such expenses as part of its proposal.

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

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the Authority;
3. Negotiating with the Authority on any matter related to this proposal; or
4. Any other expenses incurred by Proposer prior to date of award, if any, of the Agreement.

1.11 Joint Offers

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm rather than with multiple firms doing business as a joint venture.

1.12 Protest Procedures

Protests regarding this Request for Proposals based upon a restrictive RFP or alleged improprieties in the RFP procedure shall be submitted in writing to the Executive Director at least five (5) calendar days prior to the deadline for submission of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon the recommendation for award of contract shall be submitted in writing to the Executive Director within forty-eight (48) hours from receipt of the notice advising of staff's recommendation for award of contract. Any protest must clearly specify in writing the grounds and evidence on which the protest is based.

Proposers shall have five days from the Board's determination to reject the protest to appeal the Board's decision to FTA, in accordance with the procedures set forth in FTA Circular 4220.1F, as may be periodically updated. FTA's review will be limited to protests alleging that LAVTA failed to have written protests procedures or that LAVTA violated its procedures. FTA's remedy is limited to requiring LAVTA to develop such procedures and to follow them to ensure federal funding participation in the contract. Award of the contract, if it is made, shall be subject to confirmation from FTA that a protest has not been filed during this period. LAVTA shall obtain from FTA confirmation that the protest and decision has or has not been appealed. If the Proposer does not appeal to FTA within five (5) days of the Board's decision, the decision of the Board of Directors shall become final.

Copies of the complete bid protest procedure are available at the office of the Authority.

1.13 Contract Type

Following the completion of all contractual requirements, the Contractor shall provide the services within the approved scope, schedule and price as set forth in the Agreement. (see Appendix B - Sample Agreement).

1.14 Ex-Parte Communications Prohibited

Proposers shall not contact, lobby or communicate with any member of the Board of Directors, or employees or agents of LAVTA, regarding the RFP or the selection process.

1.15 Federal Transit Administration Requirements

This project will be financed by the Federal Transit Administration (“FTA”).

1.16 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 (42 U.S.C. 6321 et seq.).

1.17 Incorporation of Federal Transit Administration (FTA) Terms

The provisions set forth in this section include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any the District requests which would cause the District to be in violation of the FTA terms and conditions.

1.18 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 Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. 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 LAVTA. 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 Contracts Grants, Loans & Coop Agreements,” included in the contract documents. LAVTA is responsible for keeping the certification of the

Contractor, who is in turn responsible for keeping the certification forms of subcontractors.

1.19 Access To Records And Reports

Contractor shall provide all authorized representatives of LAVTA, 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 LAVTA, the FTA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

1.20 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 (23) dated October 2016) between LAVTA 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.

1.21 No Government Obligation To Third Parties

- A. LAVTA 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 LAVTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The Contractor agrees to include this clause in any 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.

1.22 Program Fraud And False Or Fraudulent Statements And Related Acts

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Contract work is being performed. In addition to

other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by 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.
- C. 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.

1.23 Civil Rights Requirements

A. Nondiscrimination

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

B. Equal Employment Opportunity

The following equal employment opportunity requirements apply to this Contract:

- 1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act; as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 113 75, "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.

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (f) In the event of the contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (g) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempt by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2. Age

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

3. Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with

disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Access Requirements for Individuals with Disabilities

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. Contractor also agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101, et seq., and 49 U.S.C. § 322; § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; § 16 of the Federal Transit Act, as amended; 49 U.S.C. App. § 612; and the following federal regulations, including any amendments thereto:

- (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;
- (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27;
- (c) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (d) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;
- (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36;
- (f) U.S. GSA regulations, “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19;
- (g) U.S. Equal Employment Opportunity Commission, “Regulations in Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630;
- (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related

Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F;

- (i) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and
- (j) Any other implementing federal regulations and requirements.

- 5. 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.

1.24 Debarment And Suspension

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or Proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by LAVTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to LAVTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1.25 Disadvantaged Business Enterprise Program

The Authority, a recipient of federal financial assistance from the Federal Transit Administration (FTA), is committed to and has adopted a Disadvantaged Business Enterprise 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 Authority 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 Authority's construction, procurement and professional services activities. To this end, the Authority 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.

Pursuant to 49 CFR §26.13, and as a material term of any agreement with the Authority, 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 Authority deems appropriate.

The Contractor shall cooperate with the Authority in meeting its commitments and objectives with regards to insuring non-discrimination in the award and administration of Authority contracts and shall use its best efforts to insure that barriers to participation of Disadvantaged Business Enterprises (DBE) do not exist. To better help the Authority record and encourage DBE participation, all Bidders must complete, sign, and submit with their Bid the DBE/Subcontractor forms included in the Bid Forms in Appendix A.

By submitting a Proposal, a Proposer is deemed to have made the foregoing assurance and to be bound by its terms.

1.26 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.

SECTION II

SCOPE OF WORK

SCOPE OF WORK

MICROWAVE BASED TRAFFIC SENSORS AT FIVE SIGNALIZED INTERSECTIONS

1. INTRODUCTION

1.1. Scope of Work - General

This specification defines a microwave based sensor that shall detect trucks, vehicles, motor cycles and bicycles and send a signal representative of a loop type detector in a presence mode to a traffic controller device. The sensors shall be easily installed with minimum effort and shall be easy to set up and program. The sensors shall operate in the field under harsh environments and must be fully operational irrespective of the weather conditions (rain, snow, fog), sun rays, night problems and head light glare. It shall not be necessary to mount any hardware in the road way, or above the roadway. The sensors shall not collect or store any personally identifiable information. A total of 20 sensors are to be delivered, one for each of 4 approaches to 5 separate intersections, a total of 4 sensors per intersection.

1.2. Environmental/Power Requirements

- a. The sensors shall function in the field without any degradation of operation with the following temperature ranges: -40oC to + 85oC.
- b. The sensors plus interface board shall operate with 24DVC supplied to the TCIB interface card and require no other power supplies. Total current shall be no more than 615mA at any time during operation with no output active.
- c. Operation shall be within 20 seconds from a cold start up. Full operation shall be no greater than 2 minutes, and provide for full automatic recovery from a power failure.
- d. The sensors units shall be FCC approved.

1.3. Physical Description

Each sensor shall weigh no more than 5.5 pounds, and be no more than 11 inches long, 8.5 inches wide and 7 inches high.

1.4. Operation

- a. Each sensor shall be a microwave-based motion and presence sensor used for intersection control. Each sensor shall interface with a traffic signal control cabinet, and shall output signals when vehicles are present in user defined zones. These zones shall be able to be created by using an X-Y coordinate system, and have the operation verified and optimized using a laptop with Internet Explorer™ 6.0 or greater as part of the installation process or resident on the PC.
- b. Each sensor shall allow the user to create up to eight (8) zones and assign vehicle presence in each of these zones and up to eight (8) outputs to the control cabinet. Detection zones shall be able to be created to a maximum distance of 400 feet from the sensor location.
- c. Each sensor shall track the presence of a vehicle in a detection zone for a predetermined time, user selectable from 0 to 960 seconds.

- d. Each sensor shall be able to track multiple moving and stationary vehicles simultaneously.
- e. Each vehicle shall be tracked using its X-Y coordinates to determine the vehicles location.
- f. Each sensor shall update the X-Y coordinates 20 times per second.
- g. The range of operation shall be from 50 feet to 400 feet from the front of each sensor.
- h. Each sensor shall be able to program eight (8) independent zones, and provide up to eight independent optical isolated outputs to the controller cabinet inputs via one of three optional sensor interface boards.
- i. Each sensor shall be able to determine and display the speed of each vehicle in the detection zones.
- j. Each sensor shall be able to provide grid tracking for the live interactive zones.
- k. Each sensor shall be able to provide a histogram to verify setup of the zones.
- l. Each sensor interface shall use either English (standard) or metric units at the option of the user.
- m. Each sensor shall be able to provide user defined delay and/or extension times for each zone.
- n. Each sensor Explorer interface shall be able to provide a graphical representation of the vehicle track as they approach the intersection.
- o. Each sensor shall provide a diagnostic and demonstration mode for various operations.
- p. Each sensor shall operate via an Ethernet interface with power supplied over the Ethernet connector (POE).
- q. Each sensor shall be able to detect bicycles and provide an output specific to bikes only.
- r. Each sensor shall have a pulse mode of operation.
- s. Each sensor shall be able to, by zone, provide an output up to 14' after front edge of vehicle has exited zone if selected.
- t. Each sensor shall be able to detect wrong way traffic and provide an output on one or more of the eight optical channels.

1.5. Mounting

- a. Each sensor must be able to be mounted by a separate contractor pursuant to a separate LAVTA contract on the side of a pole at a height from 14 to 19 feet for optimal performance and with a clear vision of the detection zone. Mounting of sensor on pole is not in the scope of this RFP and will be completed under a separate contract.
- b. When mounted on the side of the pole a maximum 30 degree offset from the traffic direction must be allowed to provide for optimal operation.
- c. The contractor selected pursuant to this contract must supply mounting hardware with each sensor to allow the device to be attached to a pole with standard stainless steel strapping bands.

1.6. Radar

Each sensor shall support five (5) selectable channels of microwave operation and operate in the FSK-4 mode.

24.075 GHz

24.100 GHz

24.125 GHz

24.150 GHz

24.175 GHz

1.7. Interface Boards

- a. Interface boards shall be available for the sensor and shall be compatible with NEMA TS-1 and TS-2, 170, 179 and 2070 cabinets. For each sensor one interface board shall be required per specifications.
- b. The Interface board shall communicate with the controller cabinet. The interface boards shall meet the requirements of CALTRANS 170/2070 222 and 224 modules with respect to size and form.
- c. There shall be three optional Interface boards available with the following functions:
 1. There shall be a two (2) output Interface Boards that fit in a single input file slot.
 2. There shall be a four (4) output Interface Boards that fit in a double input file slot.
 3. There shall be a four (4) output Interface Boards that fit in a single input file slot.

1.8. Interface Boards - Operation

- a. The interface boards shall operate at 24DVC and provide the power supply for the sensor over the Ethernet cable.
- b. The Interface boards shall have up to four (4) LEDs to indicate the activity of each zone. (Only 2 LEDs are active on the 2 channel board).
- c. Each output shall be optically isolated with a LED and status indicator.
- d. There shall be an indication for a fault mode (no Ethernet connection) such that all LEDs and Opto-isolator are on. This action shall place calls on the traffic controller.
- e. There shall be an RS-232 port for diagnostics on each Interface board.
- f. The Interface boards shall provide power and short circuit protection for the sensor.
- g. The Interface board shall automatically recover from a power failure and start up within 20 seconds of a cold start.
- h. The Interface board shall be hot swappable and shall be able to be plugged in and out of the input file slot without adversely effecting its operation. (Unplugging of the Interface board shall take power off the Interface board and off the sensor.)

2.0 ADDITIONAL REQUIREMENTS

2.1 Schedule for Completion of Work & Delivery Location

The goods must be delivered within 35 business days of the Notice to Proceed to the City of Dublin Corp Yard, 5709 Scarlett Court, Dublin CA 94568. Attention: Dan Stevenson. The goods must be delivered within 35 business days of the Notice to Proceed to the City of Dublin Corporation Yard, 5709 Scarlett Court, Dublin CA 94568. Contractor must coordinate with William Lai with the City of Dublin by calling (925) 833-6630 to schedule delivery to occur between the hours of 9am and 3pm with a minimum prior notice of two (2) business days.

2.2 Testing

a. Contractor Testing

The Contractor shall test each item of equipment provided under this Contract to ensure that it is compliant with the specifications and is free of manufacturing and/or material defects. A representative from or designee authorized by LAVTA shall be present during the testing.

b. Acceptance

The Contractor shall submit a written request for Project Acceptance after the goods are delivered and demonstration of successful product testing is observed by a representative from or designee authorized by LAVTA. LAVTA shall provide a written acceptance of the project following satisfactory delivery and performance of this product test.

2.3 Documentation

The Contractor shall provide samples of all of the following documents for approval by LAVTA. Final acceptance of the system shall not take place until the Contractor has received approval of all of these documents:

- a. Product Manuals

2.4 Warranty

The Contractor shall guarantee that all material supplied shall be free from all defects in materials and workmanship for a period of 1 year from project acceptance.

2.5 Insurance

See section 9 of the Sample Agreement for the insurance requirements that will apply to this contract. All proposers must submit with their proposal evidence of their ability to meet these requirements.

SECTION III

PROPOSAL CONTENT

1.0 PROPOSAL CONTENT

1.1 Format

The intent of this RFP is to encourage responses that clearly communicate the proposer's understanding of the scope of work and the proposer's planned approach to meet LAVTA's requirement for Intersection Control Sensors.

Proposals should be limited to specific discussion of the elements outlined in this RFP. Responders are encouraged to avoid submissions that are poorly organized or in which important information is obscured by unnecessary promotional material. Short, succinct, and clear submittals are less likely to be marked down due to uncertainty as to meaning or misinterpretation. The Evaluation Committee will assume the most unfavorable interpretation when information is unclear, ambiguous, or missing. Responders are encouraged to submit proposals that best address the evaluation criteria outlined in Section IV, Evaluation and Award, subsection 1.1.

The organization of the proposal should follow the general outline below. Proposals should not exceed fifty (50) pages in length excluding any appendices. Page limit applies to Proposer's Qualifications, Experience and References and Technical Proposal section.

Respondent's proposal shall include the following items in the following sequence:

1.2 Cover Form

The signed cover form, provided in Appendix A, contains the following:

- a) Date submitted and complete name and address of person who will receive correspondence and who is authorized to make decisions or represent the Proposer and contractually bind the firm. This person shall also sign the Price Proposal Form. Identification shall include legal name of company, corporate address, telephone and fax number and contact person during period of proposal evaluation.
- b) An understanding of the conditions under which the proposal is offered.
- c) Acknowledgement of receipt of all RFP addenda, if any.
- d) A statement to the effect that the proposal shall remain valid for a period of not less than one hundred twenty (120) days from the date of submittal.
- e) An understanding that LAVTA reserves the right to reject any or all Proposals or to waive any informality or technicality in any proposal in the interest of LAVTA.

- f) A statement that Proposer is prepared to sign the Sample Agreement without alterations or exceptions or a statement detailing requested modifications to the Sample Agreement and/or any requirements of this RFP.
- g) A statement confirming the commitment of adequate resources to meet LAVTA's quality and schedule expectations.
- h) Signature of a person authorized to bind Proposer to the terms of the proposal.

1.3 Evidence of Ability to Provide Insurance

Provide evidence in the form of a certificate of insurance or letter from Proposer's broker/agent that verifies the firm is able to meet the minimum insurance requirements as detailed in the Sample Agreement, Appendix B.

1.4 Proposer's Qualifications, Experience and References

The following information shall be included:

- a) Summary - A brief statement of firm's organizational structure, experience, history, legal status, (i.e., partnership, corporation, etc.) capabilities, list of owners and officers, and management philosophy.
- b) Firm Experience – A list of contract services of similar nature (both current and former) that Proposer has provided during the preceding three (3) years (including the name of the agency, company or entity, contact person and phone number (not including any projects completed for LAVTA)).
- c) Financial stability and history of the Proposer - Provide a statement of your firm's financial strength, stability, capacity, and resources. Company official reports and other similar materials (balance sheet and income statements, with 3-year summary history) should be provided. Provide information about the history of the firm, demonstrating viability of the firm.
 - o Identify any past (within last 3 years) or pending litigation against the Proposer alleging failure to perform in accordance with contractual obligations, and describe present status. If there is no such litigation, this must be explicitly stated.

1.5 Conflict of Interest

Proposer represents and warrants 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 §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under the Agreement. Proposer shall promptly disclose any actual or potential conflict of interest to Authority as soon as proposer becomes aware of such conflict. Proposer further covenants that it will not

knowingly employ any person having such an interest in the performance of the Agreement. Violation of this provision may result in the Agreement being deemed void and unenforceable.

No member, officer or employee of the Authority or of any of its member jurisdictions during his/her tenure of office, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom.

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 LAVTA. The Levine Act prohibits any LAVTA Board Member from participating in or influencing the decision on awarding a contract with LAVTA 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 LAVTA Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, LAVTA 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 LAVTA 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 LAVTA 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.

Proposer should submit the form entitled “California Levine Act Statement” with its proposal. Form is found in Appendix A.

1.6 Price Proposal

The Proposer shall use the Price Proposal Forms provided in Appendix A to provide the complete price for the specified stationary vault including shipping, tax.

The Grand Total Price shall include everything necessary for the completion and fulfillment of all services being contemplated by the Authority, as identified in Section II – Scope of Work, including, but not limited to, labor, services, materials, equipment, storage, delivery, transportation, profit, insurance, overhead, product warranty support, and all applicable federal, state, and local taxes.

1.7 Confidentiality

The California Public Records Act (California Government 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 Authority and the 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 Authority withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. **The proposer may not designate its entire proposal or bid as confidential. Additionally, proposer may not designate its cost proposal or any required bid forms or certifications as confidential.**

If proposer requests that Authority withhold from disclosure information identified as confidential, and Authority complies with the proposer's request, proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless Authority 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 costs and expenses related to the withholding of proposer information.

Proposer shall not make a claim, sue or maintain any legal action against Authority or its directors, officers, employees or agents in connection with the withholding from disclosure of proposer information.

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

1.8 Completed Required Forms (Provided in Appendix A)

- Proposal Cover Form
- Price Proposal Form
- California Levine Act Statement
- Exceptions to Solicitation Documents
- DBE Forms – DBE and Subcontractor Questionnaire/Designation of Sub-consultants and Sub-bidders
- Federal Lobbying Certification, Disclosure and Instructions

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the products herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THE ABOVE ITEMS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE.**

SECTION IV
EVALUATION AND AWARD

1.0 EVALUATION AND AWARD

1.1 Evaluation Criteria

The Authority will evaluate the Proposals received based on the following criteria:

| Evaluation Criteria - % Weight (100% Best) | Scoring |
|---|-------------------|
| Proposer’s qualifications and experience: Qualifications of firm; Financial stability and capacity; References. | 10 points |
| Approach to Scope of Work: Firm’s approach to meeting the scope of work, including compliance with all specifications, warranty and product support. Ability to meet the project timeline will also be a key factor. | 15 points |
| Compatibility of Proposed Product. The ability of the proposed specified product, or approved equivalent product, to function seamlessly with the existing traffic signal equipment. | 40 points |
| Price: Proposed price of providing the equipment. Price will be evaluated on the basis of the Grand Total Price as indicated on the Price Proposal Form. | 35 points |
| Total Points | 100 points |

1.2 Evaluation Procedure

To be considered for evaluation, all proposals must be responsive to this Request for Proposals with respect to required submissions. LAVTA may reject as nonresponsive any proposal not meeting the requirements of this RFP.

An Evaluation Committee shall be comprised of Authority staff and may include outside personnel. The Committee members will initially evaluate the proposals using the criteria identified in Section 1.1 above. The Authority may reject any Proposal in which the qualifications or prices are not deemed to be within an acceptable or competitive range. The Authority may seek clarifications from any or all proposers regarding their proposals, or may request that proposers submit modified Proposals.

Following review 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/demonstration.
- B. Submission of any additional information as requested by the Authority.

Upon completion of the interviews/demonstrations, if any, the Authority will rank each firm in accordance with the Criteria above. The Authority may accept the Proposal or negotiate the terms and conditions of the Contract with the highest-ranked firm. If negotiations are unsuccessful, the Authority 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 Authority may repeat the negotiations process with the next-highest-ranked firm or, at its sole discretion, the Authority may reject all remaining Proposals.

The Authority reserves the right to award the Contract without conducting interviews or requesting any modified proposals, so proposers should submit their best proposal in their initial response. LAVTA reserves the right to reject any or all Proposals and not award a contract or to waive any informality or technicality in any proposal in the interest of LAVTA.

1.3 Award

While LAVTA intends to follow the evaluation procedure identified in Section 1.2 above, please be advised that the Authority may negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the Authority. LAVTA reserves the right to determine the best value to the Authority through this competitive process using highest weighted score analysis technique.

Negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain Proposer's most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

1.4 Notification of Award

Proposers who submit a proposal in response to this RFP shall be notified by mail regarding LAVTA's intent to award the contract.

PROPOSAL COVER FORM
for
Intersection Control Sensors for Five Signalized Intersections
RFP # 2017-03

Livermore Amador Valley Transit Authority (LAVTA)
Livermore, CA

DATE SUBMITTED:

NAME OF INDIVIDUAL SUBMITTING PROPOSAL:

CONTACT PERSON:

NAME UNDER WHICH BUSINESS IS CONDUCTED:

STREET ADDRESS:

MAILING ADDRESS, IF DIFFERENT:

TELEPHONE:

FAX:

BUSINESS LICENSE NUMBER:

CONDITIONS:

1. The undersigned understands that he/she will be bound by the Proposal as expressed by these forms if an award is made by LAVTA. The Contract will be in accordance with this Proposal.
2. The Request for Proposals, Required Forms, and Addenda, if any, are made a part of this Proposal.
3. The undersigned understands that any clarification made to the Proposal Form or any new and different conditions or information submitted in or with the Proposal Form, other than that requested, may render the Proposer unresponsive.

4. The undersigned acknowledges the receipt of the following Addenda:

5. The undersigned understands that all proposals shall remain in effect for one hundred twenty (120) days from the date of the submittal.
6. The undersigned understands that LAVTA reserves the right to reject any or all Proposals or to waive any informality or technicality in any proposal in the interest of LAVTA.
7. The undersigned certifies that the Proposal includes all costs for labor, materials, taxes, insurance, overhead, profits, and all other costs necessary to perform the work in accordance with the Contract Documents.
8. The undersigned will submit 2 sets of their proposal package (one original and one hard copy) and one electronic copy of the proposal on a CD or USB drive. The proposal package and one electronic copy shall be placed in a sealed box (marked "Intersection Control Sensors RFP # 2017-03"). The proposer's proposal must be submitted as follows:

One electronic copy of the PROPOSAL via email or on CD or USB drive.

Prior to 2:00 pm Pacific Time on February 15, 2017, be delivered to:

Beverly Adamo
Director of Administrative Services
Livermore Amador Valley Transit Authority
1362 Rutan Court, Suite 100
Livermore, CA 94551
procurements@lavta.org

9. The undersigned is prepared to sign the Sample Agreement without alterations or exceptions or if it is requesting modifications to the Sample Agreement and/or any requirements of this RFP, shall include such requested modifications in its proposal on the exceptions form included below.
10. The undersigned confirms the commitment of adequate resources to meet LAVTA's quality and schedule expectations.

SIGNED:

The undersigned certify that we sign this Proposal Form with full and proper authorization to do so.

Signature, Printed Name, and Title

Signature, Printed Name, and Title

IF CORPORATION:

This Corporation is incorporated under the laws of the State of:

*If Contractor is a corporation, 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 Contract may be executed by a single officer or a person other than an officer provided that evidence satisfactory to LAVTA 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).

Price Proposal Form Request for Proposal #2017-03

The following lump sum proposal prices includes all costs for labor, materials, services, equipment, applicable taxes, insurance, overhead, profits, transportation, delivery, storage, testing, training, maintenance, and all other costs necessary to perform the work in accordance with the contract documents.

GRAND TOTAL PRICE: \$ _____
(for **twenty (20)** Microwave Based Traffic Sensors
for five (5) signalized intersections)

SIGNED:

The undersigned certify that we sign this Price Proposal Form with full and proper authorization to do so.

Company Name

Signature, Printed Name, and Title

Signature, Printed Name, and Title

If Contractor is a corporation, 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 Contract may be executed by a single officer or a person other than an officer provided that evidence satisfactory to LAVTA 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).

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any LAVTA Board Member from participating in or influencing the decision on awarding a contract with LAVTA to anyone who has made campaign contributions totaling more than \$250 to the Board Member within the previous twelve months. The Levine Act also requires a member of the LAVTA Board who has received such a contribution to disclose the contribution on the record of the proceeding.

The LAVTA Board Members (as of February 1, 2017) are:

| LAVTA Board Members (as of February 1, 2017) | | |
|--|------------------|---------------|
| Dublin | David Haubert | Mayor |
| Dublin | Don Biddle | Vice Mayor |
| Livermore | Bob Coomber | Councilmember |
| Livermore | Steven Spedowski | Vice Mayor |
| Pleasanton | Karla Brown | Councilmember |
| Pleasanton | Jerry Pentin | Vice Mayor |
| Alameda County | Scott Haggerty | Supervisor |

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any LAVTA Board Member in the 12 months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?

YES NO

if yes, please identify the Board Member(s): _____

Answering yes to the above question does not preclude LAVTA from awarding a contract to your firm. It does, however, preclude the identified Board Member(s) from participating in any actions related to this contract.

Date

Signature of authorized individual

Type or write name of authorized individual

Type or write name of company

| EXCEPTION FORM | | | | |
|----------------|----------|---------|-----------------|----------------------|
| | Document | Section | Exception/Issue | Authority's Response |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |

DBE and Subcontractor Questionnaire

1. **Is your firm a registered Disadvantaged Business Enterprise (DBE)?**

Yes _____ No _____

If the answer is "Yes", please fill in your DBE Certification Number: _____

2. **Does your firm plan to subcontract any of the work or services required under this contract to any subcontractors or sub-consultants, or procure items from suppliers?**

Yes _____ No _____

If the answer is "Yes", please continue with completing this questionnaire.

If the answer is "No", you may stop here and you do not need to continue to Question 3. Please sign and submit this **page** and return the *Designation of Subcontractors and Sub-bidders* form marked "No Subcontractors".

3. **Describe briefly how your firm solicited small businesses, including DBEs, to participate on this contract.**

4. **Identify the portion(s) of the work or service that were selected for subcontracting and explain why these portions of work were selected:**

5. **Explain the reasons for rejecting bids and accepting the bids from the selected subcontractor, subconsultant or supplier:**

6. **Describe any efforts your firm made to assist small businesses, including DBEs, in obtaining (1) adequate information about this solicitation, and (2) necessary equipment, supplies, bonding, or insurance, among other requirements, to perform this contract:**

7. **Describe any other steps your firm used to encourage or select small businesses, including DBEs:**

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

Signature of Owner or Authorized Representative

Title

Date

Designation of Subcontractors and Sub-bidders

Proposer's
 Name: _____
 Address: _____

Is your firm a Disadvantaged Business
 Enterprise: Yes _____ No _____
 Firm's Annual Gross Receipts: _____ Age of Firm: _____
 Phone: () _____ Fax: () _____

Instructions: Proposer **MUST** provide information below for **ALL** subcontractors/subconsultants/suppliers ("sub-bidders") that provided Proposer a bid, quote, or proposal for work, services or supplies associated with this contract. This information shall be provided for all sub-bidders regardless of tier for both DBEs and non-DBEs alike. Include all proposal acceptance(s) AND rejection(s). Please state "None" if there are no sub-proposals, sign and return this form.

| # | Subcontractor/Subconsultant/Supplier Firm Name/Address/Phone/Fax/Contact Person | DBE? (Yes/No) | Description of Work, Services, or Supplies | Dollar Amount of Work, Services, or Supplies | Bid/Quote Accepted? (Yes/No) |
|---|--|------------------|--|---|------------------------------------|
| 1 | | | | | |
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| 4 | | | | | |
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Note: Do not indicate more than one "Yes" in the column "Bid/Quote Accepted" for alternative subcontractors for the same work. Use additional sheets if necessary.

The undersigned will enter into a formal agreement with the subcontractor(s), subconsultant(s) and/or supplier(s) whose bid/quote was accepted conditioned upon execution of a contract with the Authority. The undersigned certifies that any DBE listed whose quote was accepted will be performing a commercially useful function on the contract. I certify under penalty of perjury that the information included on this form is accurate and true.

 Signature of Owner or Authorized Representative

 Print Name

 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 Bidder, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder 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 | | |
|--|---|---|
| Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 | | |
| 1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance | 2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award | 3. Report Type: a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of last report: _____ |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier, if known: _____ Congressional District, if known: _____ | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____ | |
| 6. Federal Department/Agency: | 7. Federal Program Name/Description: CFDA Number, if applicable: _____ | |
| 8. Federal Action Number, if known: _____ | 9. Award Amount, if known: \$ _____ | |
| 10.a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): | 10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): | |
| <i>(Attach Continuation Sheet(s), if necessary)</i> | | |
| 11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned | 13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify _____ | |
| 12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____ | | |
| 14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: | | |
| <i>(Attach Continuation Sheet(s), if necessary)</i> | | |
| 15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reference was placed by the user above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure. | Signature: _____ Print Name: _____ Title: _____ Telephone No. _____ 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 subaward 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.

APPENDIX B

PROPOSED LAVTA AGREEMENT

SAMPLE

THIS AGREEMENT, ("Agreement") made and entered into this ___ day of _____, 2017 by and between the **Livermore Amador Valley Transit Authority** (Authority), and _____ (Contractor).

WITNESSETH

WHEREAS, Authority desires to obtain **Intersection Control Sensors at Five Signalized Intersections** (Project) and has issued a Request for Proposals dated _____, 2017 (which is attached hereto and incorporated as Attachment 1); and

WHEREAS, Contractor is qualified and willing to provide said Intersection Control Sensors at Five Signalized Intersections and has submitted a proposal dated _____, 2017 (which is attached hereto and incorporated as Attachment 2).

NOW, THEREFORE, Authority and Contractor agree as follows:

1. RENDITION OF SERVICES

The Contractor agrees to perform services to Authority in accordance with the terms and conditions of this Agreement.

2. SCOPE OF SERVICES

The scope of the Contractor's services shall consist of the services set forth in the Request for Proposal, Section II, Scope of Services.

3. TERM AND TIME OF COMPLETION

The term of this contract shall commence upon Authority's issuance of a Notice to Proceed and shall be completed by _____. The Contractor shall complete all work under this Agreement pursuant to the schedule established in the Request for Proposals, Section II, Scope of Services.

4. COMPENSATION AND METHOD OF PAYMENT

The Contractor agrees to perform all of the services included in Section 2 for the base term for a total all inclusive sum not-to-exceed fee of _____ (\$_____). The total all inclusive sum shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor costs and all other costs and expenses incurred by the Contractor.

Contractor may invoice Authority and the Authority will approve all work and invoices prior to payment. The Authority shall make payment within 30 days of receipt of proper statements or invoices for the work performed in full conformance with the solicitation requirements, and approved by LAVTA's Director of Administrative Services or Executive Director.

and their respective council members, supervisors, directors, officers, agents and employees, or any of them (collectively "LAVTA Indemnitees") from all claims, demands, suits, loss, damages, injury and liability, direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any negligent act, or failure to act, of Contractor, its officers, agents, employees and subcontractors or any of them, under or in connection with this agreement; and Contractor agrees at its own cost, expense and risk, to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against LAVTA Indemnitees arising out of Contractor's negligent acts or failures to act, and to pay and satisfy any resulting judgments. This provision will survive termination or expiration of the Agreement.

9. INSURANCE

The insurance requirements specified in this section shall apply to Contractor and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that Contractor authorizes to work under this Agreement (hereinafter collectively referred to as "Agents"). Contractor and all Agents are required to procure and maintain at their sole cost and expense the insurance coverages subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. To the extent that any Agent does not procure and maintain such insurance coverage, Contractor shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling Contractor's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event Contractor or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the Contractor's insurance be primary without any right of contribution from the Authority. Prior to beginning work under this contract, Contractor shall provide the Authority with satisfactory evidence of compliance with the insurance requirements of this section.

A. Minimum Types and Scope of Insurance

- 1.) Workers' Compensation and Employers' Liability Insurance**
 - a. Workers' Compensation with Statutory Limits, as required by Section 3700 et seq of the California Labor Code, or any subsequent amendments or successor acts thereto governing the liability of employers to their employees.
 - b. Employers' Liability coverage with minimum limits of \$1 million.
 - c. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
 - Waiver of Subrogation.

2.) Commercial General Liability Insurance

Commercial General Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least \$1 million per occurrence or claim and a general aggregate limit of at least \$2 million. Such insurance shall cover all of Contractor's operations both at and away from the project site.

a. This insurance shall include coverage for, but not be limited to:

- Premises and operations.
- Products and completed operations.
- Contractual liability.
- Personal injury.
- Advertising injury.
- Explosion, collapse, and underground coverage
- Broad form property damage.

b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional Insured.
- Cross Liability or Severability of Interests Clause.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

3.) Business Automobile Liability Insurance

Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least \$1 million per occurrence.

a. This insurance shall include coverage for, but not be limited to:

- All Owned vehicles.
- Non-owned vehicles.
- Hired or rental vehicles.

b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional Insured.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

ENDORSEMENTS

A. Additional Insured

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the Livermore Amador Valley Transit Authority and its directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

2.) Waiver of Subrogation

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the Livermore Amador Valley Transit Authority and its officers, directors, employees, volunteers and agents while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

3.) Primary Insurance

The referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by the Livermore Amador Valley Transit Authority.

4.) Severability of Interests or Cross Liability

The referenced policies and any Excess or Umbrella policies shall contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the Livermore Amador Valley Transit Authority as an Additional Insured shall not in any way affect Authority's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the Contractor. Said policy shall protect Contractor and the Livermore Amador Valley Transit Authority in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

10. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All Contractor and subcontractors costs incurred in the performance of this Contract will be subject to audit. Contractor and its subcontractors shall permit LAVTA, or its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy Contractor's books, work, documents, papers, materials, payrolls records,

accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the Contractor pursuant to this Agreement. The Contractor shall also provide such assistance as may be required in the course of such audit. Contractor shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by LAVTA's auditor or staff that reimbursement of any costs including profit or fee under this Contract was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the Contractor agrees to reimburse LAVTA for those costs within sixty (60) days of written notification by LAVTA.

11. HAZARDOUS MATERIALS

Contractor shall bear full and exclusive responsibility for any release of hazardous or nonhazardous chemicals or substances during the course of performance of the Contract. Contractor shall immediately report any such release to LAVTA. It is the intent of the parties that Contractor shall be solely responsible in all circumstances for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against LAVTA by any agency as a result of such release and shall hold harmless, indemnify and defend LAVTA from any claims or liability arising from such release, regardless of the absence of negligence or other malfeasance by Contractor, except to the extent such claims or liabilities were caused by the active negligence of LAVTA. The duties to defend and indemnify LAVTA survive termination of this contract.

For purposes of this Section only, the term "claims" shall include (i) all notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and (ii) any claim, cause of action, or administrative or judicial proceeding brought against LAVTA, its directors, or employees, or for any loss, cost (including reasonable attorneys' fees), damage or liability sustained or suffered by any person or entity, including LAVTA.

12. CONFLICT OF INTEREST

Proposer represents and warrants 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 §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under the Agreement. Proposer shall promptly disclose any actual or potential conflict of interest to Authority as soon as proposer becomes aware of such conflict. Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of the Agreement. Violation of this provision may result in the Agreement being deemed void and unenforceable.

No member, officer or employee of the Authority or of any of its member jurisdictions during his/her tenure of office, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom.

13. TERMINATION

LAVTA shall have the right to suspend or terminate this Agreement at any time by giving written notice to the Contractor. Upon receipt of such notice, the Contractor shall not commit itself to any further expenditure of time or resources.

If the Agreement is suspended or terminated for any reason other than a default by Contractor, LAVTA shall pay to Contractor all sums actually due and owing from LAVTA for all services performed and all expenses incurred up to the day written notice of effective date of suspension or termination is given, plus any costs LAVTA determines are reasonably and necessarily incurred by Contractor to effect such suspension or termination. If the Agreement is terminated for default, LAVTA shall remit final payment to Contractor in an amount to cover only those services performed and expenses incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination.

14. SUBCONTRACTS

Contractor shall not subcontract all or any portion of its services under this Agreement without the prior written approval of the Authority, and any attempt thereat shall be void and unenforceable. In the event that Contractor enters into one or more subcontracts pursuant to this article, it is understood and agreed that the participating subcontractors shall be solely and directly responsible to Contractor, and Authority shall have no obligation to them.

15. ASSIGNMENT OF AGREEMENT

Contractor shall not assign this Agreement or any part thereof without prior express written consent of Authority, and any attempt thereat shall be void and unenforceable.

16. NOTICES

Except for invoices submitted by Contractor pursuant to Article 4, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

| | |
|---------------|---|
| To Authority: | Executive Director Livermore/Amador Valley Transit Authority 1362 Rutan Court Suite 100 Livermore, CA 94551 |
|---------------|---|

To Contractor :

17. NON-DISCRIMINATION

Contractor (and any subcontractors) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Contractor (and any subcontractors) shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor (and any subcontractors) to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Authority deems appropriate.

18. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment, because of race, religion, color, sex, disability or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

19. LAWS AND REGULATIONS

Contractor shall comply with its standard of care with regard to any and all laws, statutes, ordinances, rules, regulations and procedural requirements of any national, state or local government and of any agency of such government, including Authority, which relate to or in any manner affect the performance of this Agreement. This Agreement and any related documents supplied hereunder are subject to the California Public Records Act.

20. CHOICE OF LAW

All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of California applicable to agreements made and to be performed within the state.

21. DAMAGES.

Contractor shall bear all responsibility for any and all damage to any Authority property arising from actions or inactions of Contractor. Contractor shall protect from damage existing property, belonging to the Authority or any third parties affected by Contractor's activities and shall provide appropriate protection for all such property during progression of the work. Should any of Authority's or third party property be damaged, such property shall be repaired or replaced at Contractor's expense to the satisfaction of the Authority, and if applicable, to the satisfaction of the affected third party. No extension of time will be allowed for

repair or replacement of such damaged items. Should Contractor not repair or replace such damaged items, Authority shall have the right to take corrective measures itself and deduct the cost from any sums owed to the Contractor.

22. FORCE MAJEURE

It is expressly agreed that if the Contractor shall be delayed or interrupted in the performance or completion of its work hereunder by any act, neglect or default of the Authority, or of any employee of the owner, or of any other contractor employed by the Authority, or by an embargo, war, fire, flood, earthquake, epidemic or other calamity, act of God or of the public enemy, governmental act (including, but not restricted to, any government priority, preference, requisition, allocation, interference, restraint or seizure, or the necessity of complying with any governmental order, directive, ruling or request) or by any strike or labor dispute involving the Authority, or any manufacturer, supplier or carrier of the machinery, materials or supplies required hereunder, then the time of completion specified herein shall be extended for a period equivalent to the time lost as a result thereof.

23. ENTIRE AGREEMENT

This Agreement is the entire agreement of the parties. Contractor represents that in entering into this Agreement, it has not relied on any previous representations, inducements or understandings of any kind or nature.

24. SEVERABILITY

If any provision, or any portion of any provision, of any contract resulting from this proposal shall be held invalid, illegal or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.

25. BENEFIT OF AGREEMENT

This Agreement shall bind and benefit the parties hereto and their heirs, successors and permitted assigns.

26. ATTORNEY'S FEES AND OTHER FEES

Should either party institute any action to enforce this Agreement, or any provision hereof, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorney's fees.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

**THE LIVERMORE AMADOR VALLEY
TRANSIT AUTHORITY**

Executive Director

Date: _____

By*

Title

By*

Title

Date: _____

APPROVED AS TO FORM:

By: _____
Attorney for the Authority

*If Contractor is a corporation, 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 Contract may be executed by a single officer or a person other than an officer provided that evidence satisfactory to LAVTA 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).