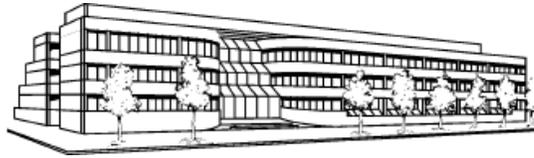


R A F C
R E G I O N A L
A D M I N I S T R A T I V E
F A C I L I T Y
C O R P O R A T I O N



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September 12, 2011

REQUEST FOR PROPOSAL
AUDIO/VIDEO SYSTEM UPGRADE
Letter of Invitation

Dear Audio/Video Firm/Vendor:

The Regional Administrative Facility Corporation (RAFC) invites your firm to respond to this Request for Proposal (RFP) for a project to upgrade the Joseph P. Bort MetroCenter Auditorium audio/video system (Project). The resulting contract will be for a completed Project that is a fully integrated audio/video system incorporating existing facilities and equipment with upgrades where necessary.

This letter and its enclosures comprise the RFP for the Project. Responses to the RFP should be submitted according to the instructions outlined herein.

I. Proposal Due Date

Interested firms must submit an original and four (4) hard copies of their proposal no later than **4:00 p.m. on Monday, October 24, 2011. Proposals received after that date and time will not be considered.**

Proposals shall be considered firm offers to provide the services described for a period of one hundred twenty (120) days from the time of submittal.

II. RAFC Point of Contact

Proposals and all inquiries relating to this RFP must be submitted to the Project Manager at the address shown below:

Robert Hoffman, Project Manager
101 Eight Street, Third Floor
Oakland, CA 94607-4700
Phone (510) 817-5723
Fax (510) 817-5855
E-Mail: rhoffman@mtc.ca.gov

III. Background

RAFC is a non-profit mutual benefit corporation formed in 1983 to operate and manage the Joseph P. Bort MetroCenter, a condominium office building located at 8th and Oak Streets in Oakland, CA. The MetroCenter is occupied by its three owner-members: Metropolitan Transportation Commission (MTC), a regional transportation planning agency established pursuant to California Government Code § 66500 *et seq.*; the Association of Bay Area Governments (ABAG) a joint powers agency formed pursuant to Government Code § 6500; and the San Francisco Bay Area Rapid Transit District (BART), a rail transit operator formed pursuant to Public Utilities Code § 28500 *et seq.*

The MetroCenter's Auditorium (Auditorium) is 2,650 square feet and serves as a multi-purpose room for hosting public meetings, training sessions and other conferences. Audiovisual systems support the Auditorium's use for a variety of public activities, which may or may not be broadcast, may or may not be during business hours, and may or may not have expert audiovisual support.

Audio of some Auditorium meetings is streamed live and then archived on the Internet (see: <http://www.mtc.ca.gov/meetings/schedule/>). Video and audio of some meetings is recorded on DVD for distribution. The Auditorium also offers wireless Internet.

Current and anticipated uses include audio and video capture in digital format, video conferencing, video recording with movable, high-definition camera instead of current static camera, audio and video streaming, live and archived, with indexing capability, and other audiovisual uses with increasing reliance on an all-digital, streamlined system with optimized acoustics, state-of-the-art audio and video display and capture, with minimal or no cross-over, interference or feedback.

IV. Scope of Work, Schedule and Budget

This RFP's Appendix A describes the Project's Preliminary Scope of Work. The Project budget is one hundred thousand dollars (\$100,000). If a Proposal's total cost exceeds the allocated budget, proposer should prioritize the proposal and bid by providing one quote for furnishing and installing a fully functional audio/video system upgrade and another quote for all remaining items in the Preliminary Scope of Work. The contract resulting from this RFP will be a fixed-price contract, with payment based on satisfactory completion of the Project.

RAFC requires all components, equipment and materials to be installed and any training completed within sixty (60) days of issuance of RAFC's Purchase Order (PO).

V. Mandatory Proposers' Conference

A Mandatory Proposers' Conference will be held on **Monday, September 26, 2011 at 9:00 AM** in the Auditorium conference room of the Joseph P. Bort MetroCenter, at 101-8th Street, Oakland (across from the Lake Merritt BART station) (Conference).

If a prospective proposer cannot attend the Proposers' Conference as scheduled, that proposer must contact the RAFC Project Manager, Robert Hoffman on or before **Wednesday, September 21, 2011**, to request an alternate date. Proposals will not be accepted from any prospective proposer that does not attend a Mandatory Proposers' Conference.

Any addenda to this RFP will be posted on the Metropolitan Transportation Commission's website at <http://www.mtc.ca.gov/>. All potential proposers are responsible for checking the website for any addenda to the RFP or bid documents.

Any requests for clarifications or exceptions to the RFP requirements must be received by RAFC no later 4:00 PM on Friday, September 30, 2011 to guarantee response or consideration.

VI. Minimum Qualifications

RAFC will evaluate only the proposals of firms who demonstrate the following minimum qualifications:

- The firm has been regularly engaged in the business of providing integrated audio/video system design, installation and service for a minimum of three (3) years;
- The firm has successfully performed, within the last three (3) years, at least three (3) projects, with contract amounts in excess of one hundred thousand dollars (\$100,000) each, for work similar in nature to the work scope as outlined in *Appendix A, Preliminary Scope of Work*; and
- The firm affirmatively states it is able to complete the agreed upon work within sixty (60) days of PO issuance.

VII. Form of Proposal

The written Proposal should summarize and convey the firm's proposed approach to successful and cost-effective completion of the Project. Clarity is essential and will be considered in assessing the proposer's capabilities. Proposers are encouraged to print double-sided copies to save paper.

Proposals should include all of the following information:

1. Title Page

Include the RFP subject, the name of the proposer's firm, local address, telephone number, name of contact person, and the date.

2. Firm Background and Experience Summary

Include a summary of the firm's background and experience in audio/video system design, installation, integration and/or upgrade projects, including any experience on projects similar in scope, size and budget. Each proposer is encouraged to include information demonstrating qualifications, capabilities, and past work in this regard. RAFC will arrange to visit at least one of a firm's prior projects within the nine (9) San Francisco Bay Area counties (San Francisco, Alameda, Contra Costa, Santa Clara, San Mateo, Marin, Sonoma, Napa, and Solano) of similar scope and size to observe a firm's audio/video system and/or upgrades in operation.

3. Recommended Plan and Equipment

Include a full description of the firm's proposal for completing the Project, including but not limited to recommended components, equipment, installation plan, integration plan, and final testing and training schedule. Proposer may recommend alternate equipment as long as the

alternate equipment provides the performance requirements detailed in *Appendix A, Preliminary Scope of Work*.

4. Detailed Price Proposal

Include a detailed price proposal on *Appendix B, Proposal Form*, breaking out equipment by component part and labor. Should the total cost of proposal exceed the allocated budget, proposer should prioritize the purchase by providing one quote for furnishing and installing a fully functional audio/video system upgrade and another quote for all remaining items in the Preliminary Scope of Work.

Describe the warranty and service included in the base cost of any component, equipment or system and any optional extended warranty program available.

Include parts and labor costs for a service or maintenance contract of **one, two and three years** following Project completion, itemized by component or equipment part as necessary.

5. Sub-Contractor Information

Indicate any portion of the Project for which the firm intends to engage a subcontractor. All work performed by the subcontractor shall be under the supervision of the proposer and shall be the responsibility of the proposer.

6. Proposed Hours of work

Indicate the proposed timeframe for completing the work and the work hours.

7. References

Provide a completed *Appendix E, Vendors Reference Form*, with three (3) references for clients with contracts in excess of one hundred thousand dollars (\$100,000) each and similar in nature to the Preliminary Scope of Work as outlined in *Appendix A* and performed within the last three (3) years.

8. Business License

Provide copies of business and any other relevant licenses currently held by your firm or by subcontractors proposed to complete the installation work including, but not limited to Vendors and city business license.

9. A completed *Appendix C-1, Insurance Requirements* form.

10. A completed *Appendix D, Levine Act Statement*.

VIII. Proposal Evaluation

The Project Manager will review proposals to ensure that each proposal meets the minimum qualifications set out in *Section VI, Minimum Qualifications* of this RFP. Proposers failing to meet the **Minimum Qualifications in this RFP or from firms that did not attend the Mandatory Proposers' Conference** will not be considered.

The Project Manager, in consultation with the MTC Office of General Counsel, will then conduct an initial review of the proposals for general responsiveness. Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive. A proposal that fails to

include one or more items requested in *Section VI, Form of Proposal*, may be considered complete and generally responsive, if evaluation in every criterion is possible.

Responsive proposals will then be evaluated by a panel of RAFC staff, on the basis of the following evaluation factors, listed in order of relative importance:

1. Quality of proposal for completed Project;
2. Relevant experience and quality of references; and
3. Cost.

Following the evaluation, the panel may elect to recommend award to one firm or may develop a “short list” of firms with a reasonable likelihood of being awarded a Contract for interviews. References may be checked for one or more of such short-listed firms prior to final evaluation.

RAFC reserves the right not to convene interviews and to make an award on the basis of written proposals alone. Further, RAFC reserves the right to accept or reject any and all submitted proposals, to waive minor irregularities, and to request additional information from the firms at any stage of the evaluation.

IX. Vendor Selection Timetable

Monday, September 26, 2011	Mandatory Proposers’ Conference in the Auditorium
4:00 p.m., Friday September 30, 2011	Deadline for requests for clarification, exception or modification of standard contract or other RFP provisions
No later than three working days (3) prior to the date proposals are due	Deadline for protest of RFP provisions
Monday, October 24, 2011, at 4 PM	Closing date and time for receipt of proposals
Week of October 31, 2011	Interviews (<i>if held</i>)
November, 2011 (approximate)	Vendor Selection
November, 2011	Execution of Purchase Order

X. Selection Dispute

A proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Vendor on the grounds that RAFC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the RAFC Project Manager, Robert Hoffman, a written explanation of the basis for the protest:

1. No later than three (3) working days prior to the date proposals are due, for objections to RFP provisions, or;

2. No later than three (3) working days after the date on which the proposer is notified that it did not meet the minimum qualifications, or was found to be non-responsive; or
3. No later than three (3) working days after the date on which contract award is authorized or the date the proposer is notified that it was not selected, whichever is later, for objections to proposer selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record will remain confidential until the RAFC Board of Directors authorizes this award. Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the RAFC review officer to recommend a resolution to the RAFC President.

The RAFC President will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular firm by RAFC's Board of Directors will be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the RAFC President.

Should the protesting proposer wish to appeal the decision of the RAFC President, he or she may file a written appeal with the RAFC Board of Directors, no later than three (3) working days after receipt of the written response from the RAFC President. The RAFC Board of Director's decision will be the final agency decision.

XI. General Conditions

RAFC will not reimburse any proposer for costs related to preparing and submitting a proposal in response to this RFP.

Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq*), unless exempt. Any language purporting to render the entire proposal confidential or proprietary will be regarded as ineffective and will be disregarded.

RAFC reserves the right in its sole discretion not to enter into any contract.

The selected proposer will be issued a PO, which constitutes a binding contract incorporating the terms and conditions of this RFP, any addendum and any modifications to the work scope proposed by the vendor and expressly accepted by RAFC.

A copy of the terms and conditions in General Conditions for RAFC Purchase Orders, and additional Insurance Requirements applicable to this procurement, are enclosed for your reference as *Appendix C and C-1*. If a proposer wishes to propose a change to any standard RAFC contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is required, the Vendor will be deemed to accept RAFC's standard contract language.

The selected Vendor will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix C-1*. Vendor agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in

Appendix C-1, Insurance Requirements, within five (5) days of RAFC's notice to firm that it is the successful proposer. Requests to change RAFC's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. RAFC will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to RAFC determinations on requests to change insurance requirements must be brought to RAFC's attention no later than the date for protesting RFP provisions listed above. If such objections are not brought to RAFC's attention consistent with the protest provisions of this RFP compliance with all material insurance requirements will be assumed.

XII. Organizational Conflicts Of Interest

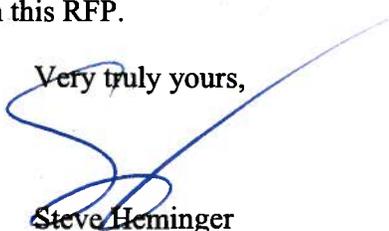
Proposer must take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under the Agreement resulting from this and other RAFC solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to RAFC; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Project. Whenever RAFC is awarding a contract that involves the rendering of advice, it will consider whether there exists the potential for bias, because of other activities, relationships or contracts of the Vendor, and if so, whether any potential bias can be mitigated acceptably by RAFC and the Vendor.

Proposer must not engage the services of any subcontractor or independent contractor on any work related to this Agreement if the subcontractor or independent contractor, or any employee of the subcontractor or independent contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

XIII. Authority to Commit RAFC

The President of the RAFC Board of Directors based on the evaluation conducted by the selection panel, will recommend a Proposer to the RAFC Board of Directors who will commit to the expenditure of funds in connection with this RFP.

Very truly yours,



Steve Heminger
RAFC President

SH: TG/AV/DR

APPENDIX A PRELIMINARY SCOPE OF WORK

I. Background

The MetroCenter is an approximately 106,000 square foot, four (4) story office building. The MetroCenter's Auditorium is 2,650 square feet (53' x 50') and serves as a multi-purpose meeting facility with flexible room set-ups (tables, chairs, audio, visual) with three projectors and screens, PowerPoint and other multi-media presentations available. Audio and video capability is available in the adjacent areas that include a conference room and cafeteria.

II. Project Description and Requirements

The Project is an upgrade of the Auditorium's existing audio/video system so that it:

- Effectively, efficiently and without interruption functions for all Auditorium uses requiring audio, video or any audiovisual component, including video and/or audio display, streaming, recording, and amplification in the Auditorium and in adjacent areas; and
- Readily accommodates anticipated uses like indexed audio and video streaming and archiving, video conferencing, video recording with a movable, high-definition camera, and other state-of-the-art audio/video functionality.

The completed Project must be a fully integrated audio/video system that incorporates existing facilities and equipment (for example, RAFC already has a limited supply of wireless handheld and lapel microphones, a small inventory of assisted-listening devices, recently installed projectors and a static camera), and should include additions and upgrades, after evaluation and recommendation by proposer, to ensure that the audio/video system works reliably, without interruption, with a simple and flexible setup for its frequent uses.

Two examples of anticipated upgrades include replacing the existing forty (40) wired microphones with wireless microphones and all analog equipment now used for capturing audio or video all digital equipment and media.

The Project Scope of Work will include:

1. Furnishing and installing primarily audio and some video components, equipment and materials, *including but not limited to* speakers, microphones, amplifiers, subwoofer, control panel(s); remote controls, camera(s), rack shelves and mounts, cables, cable management, patch cords, adapters, panels, and power strips;

All components, equipment and materials must be commercial (not consumer) grade and new, less than one year from manufacture date, without blemish or defect.

2. Preserving existing audio/video system components and other RAFC resources where cost effective and consistent with completed Project, recommending changes when needed to complete the Project;
3. Providing system design and drawings, preliminary and final component and equipment lists, and of system integration as needed, in coordination with RAFC;

4. Documenting the completed audio/video system by description, drawing, photographs, lists, or other documentation in coordination with RAFC;
5. Coordinating with RAFC on exposed component or equipment finishes and aesthetics for exposed components or equipment;
6. Coordinating with RAFC on final, fixed locations of components and equipment, e.g., mounted racks, speakers, cameras, managed cables and cords;
7. Providing direction on and adhering to all requirements for use of wireless devices and frequency ranges according to FCC or other applicable regulations;
8. Installing all components, equipment and materials to accepted industry standards to optimize performance and eliminate or minimize all audio/video interference, cross-over, feedback and interruption;
9. Optimizing subsystems, including any existing components, equipment or materials integrated into the Project;
10. Restoring, patching, caulking, fire caulking, returning finishing, and any other related finish work; and removing loose, expended, unusable components, equipment, materials and performing any other related clean up work.
11. Providing at least 8 hours of training for key personnel;
12. Providing warranty and service consistent with the selected vendor's proposal

III. Required Components

- **Audio/Video System Control:** Integrate or recommend upgrade to wireless/wired user interface/command and control touch panel or remote control which operates all audio/video equipment (current system provides one wireless panel in Auditorium and one wired panel in control room).
- **Microphones:** Provide 40 portable Shure brand (or equivalent) wireless tabletop microphones with maximum (preferably at least eight (8) hours) operating time between charges. Have one fixed podium microphone. Integrate the four (4) existing lapel and four (4) wireless, handheld microphones into the system. Provide a dedicated charging area in the Auditorium's rear control room.
- **Speakers:** Replace existing speakers. Install a new subwoofer system primarily for video presentations. Voice reproduction is a primary use; video and music presentations are secondary uses.
- **Amplifier:** The current amplifier was replaced in 2009 and provides adequate volume levels. Any proposed changes should provide as much as or more output as existing amplifier.

- **Distribution Amplifiers (DA):** The equipment must be appropriate for providing audio to the audience in one (1) main auditorium, two (2) overflow rooms (Room 171 & Cafeteria), press feeds, and recording equipment.
- **Internet Audio & Video Streaming:** All proposed components/equipment must be compatible to provide live and archived streaming of video and audio of the meeting room proceedings; should anticipate future indexing of streamed/archived media.
- **Press Feeds:** All equipment must be tested/evaluated and upgraded as necessary to provide high-quality, reliable connections to press/media outlets.
- **Recording Equipment:** RAFC requires video recording via DVD and audio recording via CD and USB (flash); all media capture, display and replay should be digital (no analog)
- **Video Capture Camera:** Replace existing camera with camera(s) for more flexible capture options (moving camera, high-definition, appropriate controller) and which functions with or without an operator.

Attachment 1 to this *Appendix A* provides a list and a set of photographs of the existing components, equipment, and materials in the Auditorium, but proposers must consider this as informational only. RAFC does not provide, and specifically disclaims Attachment 1 as a definitive inventory or description of the existing audio/video system. Proposers must rely on their own investigation of the Auditorium and its audio/video components, equipment and materials, which will be made available for reasonable inspection during the Mandatory Proposers' Conference.

**Appendix A:
Attachment 1
Current Component/Equipment List and Photographs**

- 1. Shure UHF #VA844: Power Dist. System**
- 2. Four (4) Shure wireless receivers: H5 518-542 MH2**
- 3. Black box 2 knobs VU meter**
- 4. Speaker Switches**
- 5. Auditorium speaker controls**
- 6. Listen LT-800 FMTRMS Mixer**
- 7. Draw**
- 8. Audio Inputs**
- 9. One (1)mic mixers and three (3)exp modules, four (4)priority gates (bi-amp)**
- 10. Rane Graphic EQ ME30B**
- 11. TOA Stereo EQ mixer Modal #d-3**
- 12. Drawer**
- 13. Shure Conference One C1-P5305**
- 14. Senhesier Assisted listening devise S1-1013**
- 15. Symetrix Distribution amplifier 4 channel 581E**
- 16. Sound Plex Shure audio processor DFR22**
- 17. Crest Audio professional power amplifier CA4**
- 18. Ferman Multi stage protection linear filtering technology PL-8 series 2**
- 19. Net Linxs integrated controller NI-3100**
- 20. Marshall Viewer V-R151P**
- 21. Samsung VCR & DVDV5650**
- 22. Panasonic DVD recorder DMR-ES15**
- 23. Denon dual tape recorder DN-780R**
- 24. DBK Equalizer 1531X**
- 25. Kramer Balance audio matrix 16x8 RGBHV VP-1608**
- 26. Kramer 1:10 distribution amplifier RGBHV VP-10**
- 27. Kramer 1:10 video distributor VM-100LB**
- 28. Crown PS-200 speaker amplifier**
- 29. Crown PS-200 speaker amplifier**

**Auditorium Audio Video Systems
(Photos & Brief Description)**

Audio System Rack



Video System Rack



**Four (4) Piece Shure Wireless Mic System
VU meter
Unused Building Speaker Switches**



Speaker Switch Center



Microphone Controls



**Shure Mic System
Distribution Amp Feedback Arrestor
Amplifier**



**Netlix Controller
Color Video Monitor**



**DVD/VCR - DVD Recorder
Cassette Recorder
Equalizer**



Speaker Controls



**Remote Control (wired)
Assisted Listening Devices Four (4)**



Shure Mic



One Type of Room Setup



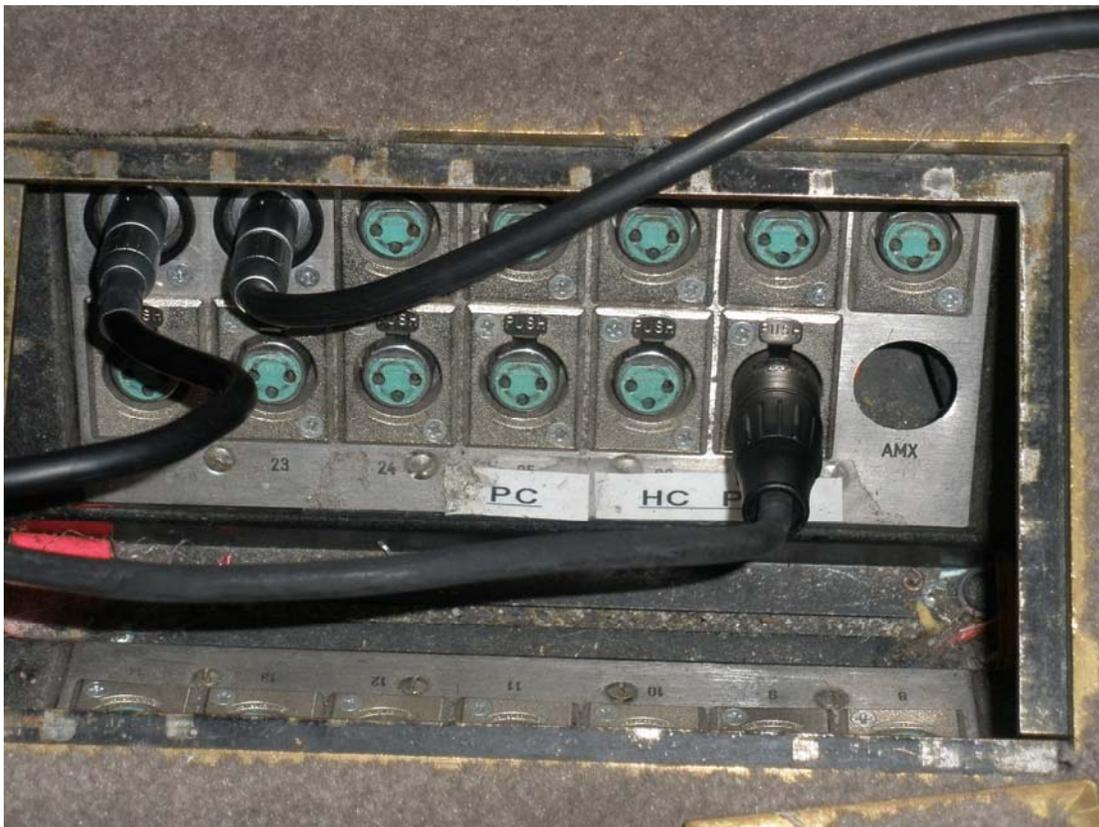
**Ceiling Projectors (3)
Speakers (12 total)**



Phone Data Monument



**Microphone
Monument**



Press Feeds (6)



Camera



Wireless Remote inside charging dock



END

**APPENDIX B
 BID FORM**

I. Total Cost for Audio Video Upgrade	Total Bid Price*
Provide total cost for completing the Project in accordance with <i>Appendix A, Preliminary Scope of Work</i> . Include separate sheet with complete list of: 1) all proposed equipment/supplies; 2) per unit cost; 3) quantity; and 4) total extended cost.	\$
* Include cost of materials, equipment, labor, services such as installation or adjustments, indirect costs, allowances for profit, clean-up, etc.	

II. Minimum Qualifications:		Yes	No
1.	Has your firm been regularly engaged in the business of providing integrated audio/video system design, installation and service for a minimum of three (3) years?		
2.	Has your firm successfully performed, within the last three (3) years, at least three (3) projects, with contract amounts in excess of one hundred thousand dollars (\$100,000) each, for work similar in nature to the work scope as outlined in <i>Appendix A, Preliminary Scope of Work</i> ?		
3.	Can your firm complete the work within sixty (60) days of Purchase Order issuance?		

III. Signature of Authorizing Official	
Name of Proposing Firm	
License Type	
License No.	
Address	
Phone Number	
By signing below you acknowledge and agree to provide the required services, and comply with all the terms and conditions (including all applicable insurance requirements) listed in this RFP.	
Name of Authorizing Official	
Signature	

APPENDIX C GENERAL CONDITIONS FOR RAFC PURCHASE ORDERS

1. DEFINITIONS

- a. RAFC. Regional Administrative Facility Corporation, a California non-profit mutual benefit corporation whose members consist of the Association of Bay Area Governments (ABAG), the San Francisco Bay Area Rapid Transit District (BART), and the Metropolitan Transportation Commission (MTC).
- b. Supplier. The individual, firm, partnership, corporation or combination thereof to which a Purchase Order is mailed or otherwise furnished by RAFC.
- c. Contract. The legal agreement between RAFC and the Supplier, which includes the terms of any written solicitation of Bids or Proposals and any deviation from the written specifications expressly accepted by RAFC; the Supplier's bid, proposal, or offer; and all terms and conditions set forth in this Purchase Order. In the event of a conflict between one or more provisions of the Contract, the more specific or stringent provision with respect to Supplier's performance of the work shall apply.

2. ACCEPTANCE OF OFFER

This purchase order constitutes RAFC's acceptance of Supplier's offer and becomes a binding contract, as defined above, when it is signed by RAFC and mailed to Supplier. No revisions to or assignments of this order shall be valid unless in writing and signed by an authorized representative of RAFC.

3. PERFORMANCE OF WORK

Supplier shall accomplish all the work and furnish all materials necessary for the completion of the work in a good, workmanlike and thorough manner and to the satisfaction of RAFC, in accordance with the Contract.

4. CONTRACT PRICE

The firm fixed price(s) set out in this purchase order include full compensation to Supplier for performing all work required by the Contract, including all applicable federal, state and local taxes.

5. VARIATION IN QUANTITY, QUALITY OR PERFORMANCE

Any variation in the quantity, quality or performance of any item or service called for by this order shall be grounds for termination by default by RAFC, as provided in 8a., unless approved by RAFC in writing.

6. PACKAGING AND CRATING

All items shall be packed by Supplier in suitable containers for protection in shipment and storage. Prices set forth in this order include all charges for Supplier's packing, crating and marking for transportation to f.o.b. point.

7. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Supplier.

8. TERMINATION

a. If Supplier fails to comply with any of the Contract, or in the event Supplier becomes the subject of a proceeding under state or federal law for relief of creditors, or if Supplier makes an assignment for the benefit of creditors, RAFC shall have the right to hold Supplier in default and cancel this order in whole or in part. In each event, RAFC may obtain the items covered by the cancelled order from another Supplier and, if Supplier was selected as a result of a competitive procurement process, Supplier shall reimburse RAFC for the excess cost to RAFC, if any.

b. Without affecting its right to cancel this order under paragraph (a) above, RAFC may terminate this order in whole or in part prior to shipment of goods or provision of services at no cost by providing written notice to the Supplier. In such event, RAFC shall reimburse Supplier for non-recoverable costs incurred to date, not to exceed the Contract Price.

9. SCHEDULE

Unless otherwise agreed, material commitments and production arrangements should not be made by Supplier in excess of the amount or in advance of the time necessary to meet the specified delivery schedule. Time is of the essence in filling this order, and it is Supplier's responsibility to comply with RAFC's delivery directions and/or schedule. Failure to deliver any item or provide any service called for by the contract within the time called for shall be grounds for termination for default as provided in 8.a.

10. INDEMNIFICATION

Supplier shall indemnify and hold harmless RAFC, MTC, BART and ABAG and their officers, agents and employees, from and against all claims, demands, suits, loss damage, injury, and liability, including any and all costs and expenses incurred in connection therewith, however caused, resulting from, arising out of, or in any way connected with Supplier's performance of this Contract, including delivery of materials or equipment to RAFC, MTC, BART and ABAG at the time and point of delivery indicated when delivery is an obligation of Supplier under the Contract.

ADDITIONAL REQUIREMENTS FOR RAFC SUPPLIERS, VENDORS

11. INSURANCE REQUIREMENT

See *Appendix C-1*.

12. INJURY PROTECTION

As part of the RAFC's Injury Prevention Program (IPP) established pursuant to California Labor Code Section 6401.7, you may be required to provide the contracting agency with a description of your IPP and, specifically, of your methods and procedures for identifying and using safe conditions and work practices at the worksite while performing specified work.

13. RESPONSIBILITY OF SUPPLIERS AND VENDORS

You shall be solely responsible for any and all of the work done by your subcontractors or employees, and all orders or instruction from RAFC shall be through you to them. You shall ensure that subcontractor and employees commence their work promptly at the agreed-upon time and carry it on with due diligence; and that any and all damage caused by them is promptly repaired or corrected by them or you at not cost to RAFC. You are solely responsible for payment of subcontracts. In no event shall RAFC have any responsibility or obligation to such subcontractors.

14. PAYMENT

You shall submit an invoice to RAFC within thirty (30) days after completion of work. RAFC will pay invoices no later than thirty (30) days after their receipt conditioned upon approval of the work done and the amount billed. All invoices shall be made in writing and delivered or mailed to RAFC as follows:

Attention: Accounting
Regional Administrative Facility Corporation
Joseph P. Bort MetroCenter
101 Eight Street
Oakland, CA 94607-4700

(This Space Left Blank)

**APPENDIX C-1
 INSURANCE REQUIREMENTS**

Minimum Insurance Coverages. VENDOR shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.

<p>Yes (√)</p>	<p>Please certify by checking the boxes at left that required coverages will be provided within five (5) days of RAFC's notice to firm that it is the successful proposer.</p>
<p>—</p>	<p><u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of VENDOR's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC and RAFC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as VENDOR is a sole proprietor with no employees.</p>
<p>—</p>	<p><u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of VENDOR and VENDOR's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form.</p> <p>MTC, ABAG, BART, and RAFC, and their directors, commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from VENDOR's operations.</p>
<p>—</p>	<p><u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by VENDOR and VENDOR's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.</p>
<p>—</p>	<p><u>Umbrella Insurance</u> in the amount of \$2,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.</p>
<p>—</p>	<p><u>Property Insurance</u> covering VENDOR'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC and RAFC (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC and RAFC. If such insurance coverage has a deductible, the VENDOR shall also be liable for the deductible.</p>
<p>Deductibles: Any deductibles or self-insurance retentions over \$100,000 are subject to the</p>	

approval of RAFC.

Notice of Cancellation: VENDOR must provide written notice of any policy or policies' cancellation to RAFC and any other additional insured within ten (10) business days of VENDOR's receipt of notice of cancellation for any reason.

Additional Provisions: Each policy or policies of insurance described in Commercial General Liability Insurance, above must contain the following provisions:

- Inclusion of MTC, ABAG, BART, and RAFC, their directors, commissioners, officers, representatives, agents and employees, as additional insured's with respect to work or operations in connection with this Agreement.
- Endorsement providing that such insurance is primary insurance and no insurance of RAFC will be called on to contribute to a loss.

Certificates of Insurance: Promptly on execution of this Agreement and prior to commencement of any work hereunder, VENDOR must deliver to RAFC Certificates of Insurance verifying the aforementioned coverages. Such certificates must make reference to all provisions and endorsements referred to above and must be signed on behalf of the insurer by an authorized representative thereof. VENDOR agrees, upon written request by RAFC, to furnish copies of such policies or endorsements required under the Agreement prior to the Effective Date of the Agreement.

Disclaimer: The foregoing requirements as to the types of limits of insurance coverage to be maintained by VENDOR are not intended to and must not in any manner limit or qualify the liabilities and obligations otherwise assumed by VENDOR pursuant hereto, including, but not limited to, liability assumed pursuant to *Appendix C*, Indemnification.

Subcontractor's Insurance: VENDOR must require each of its subcontractors to provide the aforementioned coverages, unless such coverages are waived or reduced in writing by the RAFC Project Manager.

By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of RAFC and RAFC's notice to firm that it is the successful proposer.

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to RAFC and RAFC's attention no later than the date for protesting RFP provisions. If such objections are not brought to RAFC and RAFC's attention consistent with the protest provisions of this RFP, compliance with the insurance requirements will be assumed.

APPENDIX D
CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Tom Azumbrado	Dorene M. Giacobini	Scott Weiner
Tom Bates	Federal D. Glover	Bijan Sartipi
Mark Green	Scott Haggerty	James P. Spering
Sam Liccardo	Anne W. Halsted	Adrienne J. Tissier
Jake Mackenzie	Steve Kinsey	Amy Rein Worth
Bill Dodd	Kevin Mullin	Dave Cortese
David Campos		

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 MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

YES NO

If yes, please identify the commissioner: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

YES NO

If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

APPENDIX E
VENDOR'S REFERENCE FORM

Name of Bidding Company _____

Representative Name & Title _____

Phone Number & Email _____

The references given must be for clients with contracts of a similar size and scope to the Project listed herein at *Appendix A, Preliminary Scope of Work*. References must not be relatives of the Vendor's representative or owners.

Vendor's References (Provide at least 3)

1. Client's Name

Contact Person

Address

City & Zip Code

Phone Number & Email

2. Client's Name

Contact Person

Address

City & Zip Code

Phone Number & Email

3. Client's Name

Contact Person

Address

City & Zip Code

Phone Number & Email