

REQUEST FOR PROPOSALS
ON-CALL PLANNING CONSULTING SERVICES
#2022-MA-03

DATE ISSUED: DECEMBER 12, 2022

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I. STATEMENT OF PURPOSE

The Central Contra Costa Transit Authority (“County Connection”) intends to engage the services of a transportation planning firm, herein referred to as Consultant to provide on-call multidisciplinary operations and capital planning support services for various projects associated with County Connection public transportation system. If approved by County Connection’s Board of Directors, the successful Proposer will execute a contract for the above mentioned services. The Consultant must be able to deliver planning services working in collaboration with internal County Connection staff and external parties such as municipalities, community groups, and other transit agencies.

County Connection is seeking proposals from qualified firms to provide on-call planning consulting services for a three (3) year base term and two (2) one-year option terms. It is anticipated that County Connection will award a contract to one firm. County Connection reserves the right to procure the services described in these solicitation documents from other firms at its sole discretion.

The contract awarded under this RFP may be funded in whole or in part by the Federal Transit Administration (FTA). The successful Proposer shall cooperate with County Connection to ensure the full conformance with its funding agreements with the FTA. The successful Proposer shall comply with all terms and conditions prescribed for third party contracts by the FTA, if applicable.

II. PROCUREMENT TIMELINE

The following project timeline is provided for your scheduling information; however it is subject to change at the discretion of County Connection.

Activity	Date
RFP Issued	December 12, 2022
Pre-Proposal Conference (<i>teleconference</i>)	December 22, 2022 at 11:00 a.m.
Requests for Clarifications/Questions Due	December 29, 2022 at 4:00 p.m.
Response to Clarifications/Questions	January 5, 2023
Proposals Due	February 2, 2023 at 4:00 p.m.
Interviews (<i>tentative</i>)	February 15 and 16, 2023
Contract Award (<i>tentative</i>)	March 16, 2023

III. COUNTY CONNECTION BACKGROUND AND ANTICIPATED PROJECTS

County Connection, headquartered in Concord, CA, was formed in 1980 as a joint powers agency to provide coordinated transportation services within central Contra Costa County. County Connection is governed by an 11-member Board of Directors representing the following member jurisdictions: the Cities of Clayton, Concord, Lafayette, Martinez, Orinda, Pleasant Hill, San Ramon, Walnut Creek, the Towns of Danville and Moraga and

unincorporated areas of central Contra Costa County. County Connection's service area encompasses 200 square miles with a population over 500,000.

County Connection owns a fleet of 125 fixed route buses and 63 paratransit vans stationed at its operations, maintenance, and administration facilities located at 2477 Arnold Industrial Way in Concord. The fixed-route system is operated in-house while the paratransit service is a contract operation. The fixed-routes include a mix of local, select, express, and weekend services. Most routes run at 30 to 60 minute headways. These services help connect people to jobs, school, recreational activities, and appointments within Central Contra Costa and beyond. Connections to the surrounding areas around Central Contra Costa are made possible through coordinated schedules and transfer capabilities with ACE, Amtrak, BART, FAST, Tri Delta Transit, SolTrans, WestCAT, and WHEELS.

A major service restructure was implemented in March 2019 in an effort to increase productivity and efficiency by better aligning service levels with demand. Ridership began increasing again after a steady decline over the previous several years. However, in March 2020 when the Shelter-in-Place Order was issued in response to the COVID-19 pandemic, ridership dropped around 75% and has been slow to recover since. As a result of reduced ridership demand and revenues, in 2020, service was cut by approximately 13%.

Currently, ridership remains about 30% below pre-pandemic levels. There have also been significant shifts in travel patterns as 9-to-5 office commuters continue working from home and those who have continued to use transit tend to have non-traditional, shift-based work schedules. As transit demand and travel patterns continue to evolve coming out of the pandemic, County Connection will need to adapt its services to meet those needs.

In addition, County Connection will need transit planning services to augment staff in meeting many of the FTA requirements such as updating the Title VI plan, the Public Outreach Plan, and the Transit Asset Management (TAM) Plan. The Metropolitan Transportation Commission (MTC) has also been leading several regional efforts, including the Fare Coordination and Integration Study and the Transformation Action Plan, which require participation from operators, particularly for the implementation phases. Finally, the recent infusion of additional federal funding for transit provides an opportunity for County Connection to pursue new capital improvement projects, including those related to transitioning to a zero-emission fleet.

IV. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held commencing promptly at **11:00 a.m. on December 22, 2022** via teleconference. Attendees must register in advance at https://us02web.zoom.us/webinar/register/WN_TPjeYpsWS2CiceZEx3ekEA and will receive connection information via e-mail. Attendance is encouraged, but is not mandatory.

The Pre-Proposal Conference will take approximately one hour. Members of County Connection's staff will be available to answer general questions pertaining to the RFP and the specifications herein. Any questions that may require staff research to answer, or that will otherwise clarify or modify the meaning or intent of this RFP, shall be submitted to County Connection in writing as described in Section V.

V. SUBMISSION OF QUESTIONS AND REQUESTS FOR CLARIFICATION

Proposers and Proposers' representatives may not communicate with County Connection's Board members except in writing and if the communication is made public. Proposers and Proposers' representatives must communicate in the manner set forth in this RFP. All such communication shall be directed to Melody Reeb, Director of Planning and Marketing. There shall be no communication with any other officer, director, employee, or agent of County Connection, except as may be reasonably necessary to carry out the procedures specified in this RFP.

Nothing herein prohibits Proposers and their representatives from making oral statements or presentations in public to one or more representatives of County Connection during a public meeting.

If any person submitting a proposal is in doubt as to the true meaning of any part of this RFP, or if additional information is required, they shall submit a written request for information and clarification thereof.

Any questions and/or requests for clarification regarding this RFP shall be e-mailed to reebs@cccta.org for receipt no later than December 29, 2022 at 4:00 p.m. County Connection's reply to questions and/or requests for clarification will be posted to County Connection's website (<http://countyconnection.com/>) by January 5, 2023. It is the Proposer's responsibility to monitor the website on a regular basis. Any modification to the RFP requirements will be by written Addenda only, issued by County Connection, and will be posted on County Connection web site. Oral interpretations will not be binding on County Connection.

Proposers shall acknowledge the receipt of each individual addendum in their proposal cover letters.

VI. SUBMISSION OF PROPOSALS

A. Proposal Due Date

All Proposals must be received by County Connection by 4:00 p.m. on February 2, 2023 via e-mail as an attachment to Melody Reeb, Director of Planning and Marketing, at reebs@cccta.org. Proposals received after this time will not be accepted.

B. Proposal Submittal Checklist

Proposers shall use the checklist provided in Attachment B as a guide to ensure all required documentation is included in their Proposal.

C. Conflict of Interest

All prospective Proposers must first review the conflict of interest requirements contained in the solicitation documents before determining whether to submit a proposal. The requirements are contained in the following Sections:

- RFP, Section XIII.B.
- Sample Agreement, Section 12.

VII. SCOPE OF SERVICES

County Connection seeks to solicit proposals from qualified firms to provide on-call multi-disciplinary transportation planning, analysis, and outreach services for various planning and outreach projects associated with the County Connection bus system. The scope of services is described in more detail in Attachment A.

The on-call services contract amount is estimated to be no more than \$750,000 over the three year base term and two one-year option terms. The work under the Agreement will be established as needed on an individual Work Order basis.

Consultant services will be on an as-needed, on-call basis throughout the term of the Agreement. The professional services to be furnished by the Consultant may vary according to County Connection needs. The actual services to be provided shall be described in specific Work Orders for each assignment. The Work Orders process is described in further detail in the Sample Agreement.

There is no guaranteed minimum level of compensation. County Connection reserves the right to procure the services described in these solicitation documents from other firms at its sole discretion.

VIII. PERFORMANCE PERIOD

The term of this Agreement will be for a three (3) year base term and two (2) one-year options, to be exercised at County Connection's sole discretion. Work Orders can be issued against the Agreement any time during the base term or option years. At County Connection's discretion, Work Orders will be issued in accordance with the hourly labor rates set forth in the contractor's proposal, as accepted by County Connection.

IX. PROPOSAL FORMAT

Proposers are directed to submit an electronic copy of their Proposal as a PDF file attachment via e-mail to Melody Reeb, Director of Planning and Marketing, at reebs@cccta.org. The e-mail subject line should include the Proposer's name and RFP number (#2022-MA-03).

Format: The Proposal must follow the prescribed format to be accepted for evaluation. This format is to allow for uniform review of all proposals and simplification of the evaluation process.

Type size for normal text should be at least 10pt. The Proposal shall be limited to 15 letter-size pages, excluding resumes and required attachments. PDF file size should not exceed 10 MB.

Content: All proposal responses must include all of the sections listed below and must address the requirements of each individual section in order for a proposal to be accepted for evaluation.

1. Cover Letter
2. Firm Background

3. Relevant Experience
 4. Key Personnel
 5. Approach to Accomplishing Scope of Work
 6. Cost Proposal
 7. Designation of Subconsultants and Sub-bidders Report
 8. Disclosure of Government Positions
 9. Lobbying Certification
 10. Certification Regarding Debarment and Suspension
 11. Evidence of Financial Stability
 12. Joint Venture agreement (if applicable)
 13. Levine Act Disclosure
 14. Evidence of Ability to Provide Insurance
 15. Exceptions to the Agreement (if any)
1. Cover Letter
- The cover letter shall:
- (a) Identify the Request for Proposal number and proposal component, and shall introduce the proposing firm(s) (prime consultant or joint venture), and its experience and capabilities to perform the required services.
 - (b) The letter shall identify all subconsultants and individuals proposed for use in the performance of the required services.
 - (c) The cover letter shall also identify the individual within the proposing organization who will respond to questions County Connection may have regarding the Proposal. This person's title, firm affiliation, phone number, e-mail address, and mailing address shall be included.
 - (d) The cover letter shall state whether the Proposer has adequate resources to meet County Connection's quality and schedule expectations and whether the terms contained in the Agreement are accepted (see Section IX.15 below) as proposed or with exceptions. Any exceptions should be clearly noted on a separate sheet and submitted with the proposal.
 - (e) The letter shall be signed and dated by an authorized person of the firm submitting the proposal.

- (f) The cover letter shall confirm that the Cost Proposal, included as part of this RFP, is a firm offer to County Connection for 120 days from the submission deadline for the proposals.
- (g) The letter shall include a listing indicating the Addenda, by number of issue, which the Proposer has received.

2. Firm Background

Proposer shall provide, at a minimum, the following information about the prime consultant or joint venture member firms, and any subconsultant firm or individuals on the team:

- Firm (or joint venture and joint venture member firms) name and business addresses, contact(s), including phone number, and e-mail address;
- Subconsultant firm(s) name and business addresses, contact(s), including phone number, and e-mail address;
- Individual consultant name and business address, phone number, and e-mail address;
- Year firm(s) was established (including former names and year established, if applicable); and
- Firm type/ownership and parent company, if applicable.
- Location of office from which work will be provided.

3. Relevant Experience

The Proposer shall provide a description of relevant prior project experience that exhibits the Proposer's capabilities to perform the required scope of services. This prior project experience shall be limited to a total of ten (10) project assignments (the same project may be cited for different assignments, if appropriate). No assignment shall have started before 2010. The Proposer shall provide, in tabular form, a summary of this relevant prior project experience with particular reference to the categories of services within the Detailed Scope of Services for Consultant.

The Proposer shall include in the Proposal a description of each relevant prior project assignment and a reference for each project.

The Proposer shall list any projects, which have resulted in time extensions and/or the assessment of liquidated damages against any member of the project team during the last five (5) years.

4. Key Personnel

The Proposer shall identify individuals proposed for assignment under this RFP and specify why each individual has been included. The Proposer shall provide a summary

of the relevant experience of individuals proposed for assignment under this RFP with particular reference to the categories of services within the Scope of Services.

5. Approach to Accomplishing Scope of Work

Proposers shall describe their approach to accomplishing the scope of work. This section should reflect the Proposer's knowledge and experience with the management and technical methodologies, standards and tools required to successfully manage and deliver services.

Describe innovative approaches that have been used in the execution of similar programs that will be advantageous and cost effective to County Connection during performance under Work Orders.

6. Cost Proposal

Proposers must complete and submit the Cost Proposal form, attached to this RFP as Attachment C. A Proposer's failure to submit a Cost Proposal form may result in rejection of the proposal as non-responsive. Fully-burdened hourly labor rates must include all costs to provide the services, including, but not limited to, overhead costs, profit, taxes, and ancillary costs such as administrative tasks, travel expenses, insurances, etc.

7. Designation of Subconsultants and Sub-bidders Report

Proposers must describe whether they intend to subcontract any of the services required under this contract to any subconsultants and must indicate whether they have made any efforts to solicit small businesses (SBEs), including DBEs, to participate on this contract. If a proposer has not yet made any efforts to solicit SBEs or DBEs and intends to subcontract any of the services, Proposer must briefly describe how it intends to solicit SBEs or DBEs.

Proposers shall cooperate with County Connection in meeting its commitments and objectives with regards to ensuring non-discrimination in the award and administration of County Connection contracts and shall use its best efforts to ensure that barriers to participation of DBE firms do not exist. See RFP Section XIV.L, Disadvantaged Business Enterprise Program Requirements.

8. Disclosure of Governmental Positions

Depending on the nature of the work performed, a consultant to County Connection may be subject to the same conflict of interest prohibitions established by the Federal Transit Administration, Federal Highway Administration and California law that govern County Connection employees and officers (Cal. Gov. Code Section 1090 et seq. and Cal Govt. Code Section 87100 et seq.). In order to analyze possible conflicts that might prevent a consultant from acting on behalf of County Connection or other governmental entity prior to contract award, County Connection requires that all prospective Proposers disclose in their proposals, any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Responses will be kept confidential to the extent permitted by law. Therefore, each Proposer shall disclose whether any owner or employee of the firm currently hold positions as directors, officers, or employees of a

governmental entity or held such positions in the past twelve months using the attached "Disclosure of Government Positions Form" contained in Attachment F. County Connection is responsible for retaining the certification records of the Consultant who is, in turn, responsible for keeping the disclosure forms of subconsultants/subcontractors.

9. Lobbying Certification

Proposers are required to complete and submit as part of the Proposal, the certification form contained in Attachment G regarding lobbying. The same certification is required for all lower tier sub-proposers and sub-suppliers with projected work greater than \$100,000.

10. Certification Regarding Debarment and Suspension

Proposer is required to verify that none of the Proposer's team members, its principals, as defined in 2 CFR Parts 180, or affiliates, as defined in 2 CFR 180.905 are excluded or disqualified as defined in 2 CFR 180.940 and 180.935

The Consultant is required to comply with 249 CFR Part 18029, Subpart C and must include the requirement to comply with 249 CFR Part 18029, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, Bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by County Connection. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, 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.

11. Evidence of Financial Stability

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow County Connection to reasonably formulate a determination about the financial stability and strength of the Proposer. Describe any administrative proceedings, claims, lawsuits, settlements, or other exposures pending against the Proposer.

Examples of acceptable documentation include annual financial statements and tax records, or if the proposer is not a corporate entity, it may be appropriate to submit other evidence of the proposer's track record in business and debt/credit history, such as a letter from the proposer's bank or other trustworthy source. Proposers shall disclose potential or pending claims, litigation or other exposures against the Proposer that could affect its ability to perform.

12. Joint Venture Agreement

If the Proposer is a joint venture, an executed copy of the Joint Venture Agreement shall be included with the Proposal. The specific areas of responsibility (including administrative, technical, and financial) for each member of the Joint Venture shall be outlined.

13. Levine Act

The Levine Act (Government Code §84308) is part of the Fair Political Practices Act that applies to elected officials who serve on appointed Boards such as County Connection. The Levine Act prohibits any County Connection Board Member from participating in or influencing the decision on awarding a Contract with County Connection 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 County Connection Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, County Connection 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 County Connection 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 County Connection Board Member within the twelve-month period preceding submission of its Proposal. This duty applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation that is part of your team. If you have made a contribution that needs to be disclosed, **you must include this information with your Proposal.**

14. Evidence of Ability to Provide Insurance

Proposers must provide evidence in the form of a letter or verification of insurance certificate from Proposer's broker/agent that verifies the firm is able to meet the minimum insurance requirements as detailed in Section 14 of the sample Agreement for Services including, but not limited to professional liability, and worker's compensation coverage.

15. Exceptions to the Agreement

The selected Proposer will be required to execute an Agreement for Professional Services with County Connection, which describes the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. This Agreement is shown in Attachment D. ***Submission of a Proposal shall be deemed as acceptance of all the terms set forth in this RFP and the sample Agreement for Professional Services, unless the Proposer includes with its proposal, in writing, any exceptions requested by the Proposer to the sample Agreement.***

X. PROPOSAL EVALUATION

County Connection intends to award a Contract to the most qualified, responsible firm submitting a responsive proposal. Proposals will be evaluated according to the following methodology.

Proposals will be evaluated as to responsiveness to the requirements of the Request for Proposal and responsibility of the Proposer. A proposal will be considered responsive only if it complies in all material respects to the requirements of the RFP.

In ranking Proposals, County Connection will consider the Proposal material submitted, oral interviews (if any are held) and any other relevant information about a given Proposer (i.e. references). County Connection will not assume that a Proposer possesses any capability unless such a capability is established by the proposal submittal.

The proposals will be evaluated and ranked based on the following factors, which are identified below.

Award Evaluation Factors

Points

1. Firm Qualifications –

30 points

Evaluation criteria for this category will include:

- (a) Evaluation is based on the extent of directly related experience in performing on-call transit planning, surveys, designs, and other services set forth in the Scope of Services for projects that are similar to the types of anticipated projects described in Section III and Attachment A.
- (b) Past performance on contracts with government agencies, transit operators, Caltrans, and private industry.
- (c) References and record of completing similar work on schedule and within budget.
- (d) Firm's proximity to Contra Costa County and/or knowledge of specific requirements of the County and the Cities in Central Contra Costa County.
- (e) Required licenses necessary to perform the work set forth in this proposal. Resources and financial capacity to perform the work.

2. Key Personnel –

20 points

Evaluation criteria for this category will include:

- (a) The professional, technical and managerial qualifications and experience of personnel put forth in the proposal, including qualifications of proposed Project Manager and subconsultants.
- (b) Key staff knowledge and understanding of applicable regulations and codes and familiarity with local conditions relating to the Scope of Services.

3. Approach and Capacity –

30 points

Evaluation criteria for this category will include:

- (a) The capacity to provide disciplines necessary for the work and the capacity to provide personnel.

- (b) Demonstrated ability and description of the approach and tools used to manage project timelines, budget, invoicing, coordination and communication.
- (c) Approach to project management and client communications.

4. Cost Proposal –

20 points

This portion of the proposal will be evaluated based on the reasonableness of the proposed labor category rates as submitted on the Cost Proposal. The proposer with the lowest aggregate labor rates for each key staff and other positions will receive the highest number of points during the evaluation process.

Total Possible Points

100 points

County Connection reserves the right to request additional information to clarify any Proposal. Following the initial review and screening of all Proposals, County Connection will have the option of scheduling interviews with one or more firms. The interview process may include the submission of additional information and/or participation in an oral interview with County Connection staff and possibly one or more outside experts.

County Connection requests that Proposers make themselves available, if asked, to participate in an interview, tentatively scheduled for February 15 and 16, 2023. Interviews may be held in-person at County Connection's Administrative Offices, 2477 Arnold Industrial Way, Concord, CA 94520 or remotely via teleconference. If an interview is requested, the Proposer shall be responsible for all costs related to the interview (travel, meals, lodging, etc.). Upon completion of review of the written submittals and interviews, if any, County Connection will rank each firm in accordance with the criteria set forth above.

County Connection reserves the right to hold discussions with any individual or qualified firm, to request revised proposals, to visit the Proposer's site(s), or to request best and final offers if it is in the best interest of County Connection to do so. County Connection, however, may award a contract without negotiation, so Proposers are encouraged to submit their best offers and proposals.

County Connection reserves the right to further reduce the "competitive range" at any time during this step of the evaluation and selection process and County Connection may hold simultaneous discussions with those proposers that remain in the "competitive range." Proposers who are no longer in the "competitive range" will be notified as soon as it is practicable and will thereafter not continue in the selection and evaluation process.

Upon completion of this step of the evaluation and selection process, County Connection will re-rank the remaining firms in accordance with the evaluation criteria set forth above.

XI. CONTRACT AWARD

Thereafter, the selection committee will make a recommendation for award of a contract to County Connection's Board of Directors. All Proposers will be notified of a recommended award, if there is one, by mail. No contract will be in force until execution and delivery of all required contract documents, and issuance of a written Notice-to-Proceed.

This solicitation does not commit County Connection to award a contract. County Connection reserves the right to waive informalities and irregularities in the proposals received. County Connection reserves the right to accept or reject any or all proposals or to modify or cancel the RFP in part or in its entirety.

XII. PROTEST PROCEDURES

County Connection maintains written procedures that must be followed for all Proposal protests. Protests based upon restrictive specifications or alleged improprieties in the RFP procedure shall be filed in writing at least five (5) calendar days prior to Proposal opening. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon County Connection staff's recommendation for award of the Contract shall be submitted in writing within forty-eight (48) hours of receipt of notice of staff recommendation of award. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

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

XIII. OTHER REQUIREMENTS

A. Confidentiality

All responses to this RFP become property of County Connection and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, submittals are subject to public inspection and disclosure under the California Public Records Act (Cal. Govt. Code Sections 6250 et seq). Therefore, unless the information is exempt from disclosure by law, the content of any proposal, request for explanation, exception, or substitution, response to these specifications, protest, or any other written communication between County Connection and any Proposer regarding the procurement, shall be available to the public.

If 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 County Connection withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. By submitting a proposal with portions marked "confidential," a Proposer represents it has determined such portions qualify for exemption from disclosure under the California Public Records Act. **A Proposer may not designate its entire Proposal as confidential nor may a Proposer designate its Cost Proposal as confidential.** County Connection will not honor such designations and will disclose submittals so designated to the public.

If Proposer requests that County Connection withhold from disclosure information identified as confidential, and County Connection complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless County Connection from and against all damages (including but not limited to attorneys' fees that may be awarded to the party

requesting the Proposer's information), and pay any and all cost and expenses related to the withholding of Proposer's information. Proposer shall not make a claim, sue, or maintain any legal action against County Connection or its directors, officers, employees, or agents concerning the withholding from disclosure of Proposer's information.

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

B. Conflict of Interest

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

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

Additional Conflict of Interest requirements will apply during the term of any contract awarded; Proposers' attention is directed to the Sample Agreement.

C. County Connection Rights

County Connection reserves the right to cancel the procurement in whole or in part, at its sole discretion, at any time before the Agreement is fully executed and approved on behalf of County Connection.

This RFP does not commit County Connection to award an Agreement(s), to pay any costs incurred in the preparation of the proposal for this request, or to procure or contract for services. County Connection reserves the right to modify or cancel in whole or in part this RFP, to reject any and all proposals, to accept the proposal it considers most favorable to County Connection's interest in its sole discretion, and to waive irregularities or informalities in any proposal or in the proposal procedures. County Connection further reserves the right to reject all proposals and seek new proposals when County Connection considers such procedure to be in its best interest.

If there is any evidence indicating that two or more Proposers are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the proposals of all such Proposers shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by County Connection.

D. Non-Discrimination Assurance - Title VI of The Civil Rights Act

The Consultant shall not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the Consultant agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The Consultant shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Agreement. Failure by the Consultant 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 County Connection deems appropriate.

E. Equal Employment Opportunity (EEO)

In connection with the performance of this Agreement the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, gender, sexual orientation, age (over 40), marital status, pregnancy, medical condition, gender identity, or disability as specified in federal, State, and local laws. The Consultant 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, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

XIV. FEDERAL REQUIREMENTS

A. Fly America Requirements

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

B. Energy Conservation

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

C. Clean Water and Air Requirements

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*, and the Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.* The Consultant agrees to report each violation to the County Connection and understands and agrees that the County Connection will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office.

The Consultant also agrees to include these requirements in each subcontract exceeding \$150,000 financed in part or in whole with federal assistance provided by the FTA.

D. Recycled Products

The Consultant agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

E. Lobbying

Consultant shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Consultant shall certify that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Consultant 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 County Connection. Consultant shall ensure that all of its subcontractors/subconsultants under this Contract shall certify the same. County Connection is responsible for keeping the certification of the Consultant, who is in turn responsible for keeping the certification forms of subcontractors/subconsultants.

The Bidder shall complete Standard Form SF-LLL, "Disclosure of Lobbying Activities," which is included with the Bid Documents, including instructions for completion.

F. Access to Records and Reports

Consultant shall provide all authorized representatives of County Connection, the FTA Administrator, the State Auditor and the Comptroller General of the United States access to any books, documents, papers and records of the Consultant which are directly pertinent to this Contract for the purposes of making audits, copies, examinations, excerpts and transcriptions. Consultant 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 Consultant agrees to maintain the same until County Connection, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

G. Federal Changes

Consultant 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 1, 2016) between County Connection and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. Consultant's failure to so comply shall constitute a material breach of this Contract.

H. No Government Obligation to Third Parties

County Connection and Consultant 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 County Connection, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

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

The Consultant 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 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant 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 Consultant 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 Consultant to the extent the Federal Government deems appropriate.

The Consultant 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. § 5353(l) on the Consultant, to the extent the Federal Government deems appropriate.

The Consultant 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/subconsultant who will be subject to the provisions.

J. Government-Wide Debarment and Suspension

This contract is a covered transaction for purposes of 2 CFR Parts 180. As such, the Consultant is required to verify that the Consultant and its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940 and 180.935.

The Consultant is required to comply with 249 CFR Part 18029, Subpart C and must include the requirement to comply with 249 CFR Part 18029, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the County Connection. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to the County Connection, 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 2 CFR Part 180, 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.

K. Civil Rights Requirements

The following requirements apply to the underlying contract:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant 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 Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant 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 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.
 - (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.
 - (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant 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 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.
3. The Consultant 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.

L. Disadvantaged Business Enterprise (DBE) Requirements

County Connection, as a recipient of federal financial assistance from the Federal Transit Administration (FTA) is committed to and has adopted a DBE Program in accordance with federal Regulations 49 CFR Part 26 issued by the U.S. Department of Transportation (DOT).

It is County Connection's policy to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBE's) can compete fairly for contracts and

subcontracts relating to County Connection's construction, procurement and professional services activities. To this end, County Connection has developed procedures to remove barriers to DBE participation in the proposal and award process and to assist DBE's to develop and compete successfully outside of the DBE Program. In connection with the performance of this contract, the Contractor will cooperate with County Connection in meeting these commitments and objectives.

Pursuant to U.S. DOT Regulations 49 CFR Part 26, the Consultant/Subconsultant is required to make the following assurance in its agreement with County Connection and to include this assurance in any agreements it makes with subcontractors in the performance of this contract:

The Consultant/Subconsultant (and any subcontractors) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Consultant (and any subconsultants/subcontractors) shall carry out applicable requirements of the 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the Consultant (and any subconsultants/subcontractors) 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 County Connection deems appropriate.

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

In addition to and in accordance with the federal DBE Regulations (49 CFR Part 26.39), County Connection has implemented a small business element, as a part of its DBE Program. County Connection encourages the participation of Disadvantaged Business Enterprises (DBE's) for contracting and subcontracting opportunities available at County Connection. Disadvantaged Business Enterprises (DBE's) are often eligible for certification as SBE's; therefore, County Connection also encourages the participation of certified SBEs, who meet the current SBA business size standard and whose average annual gross receipts over the previous three fiscal years do not exceed \$26.29 million. A currently certified DBE is presumed eligible to participate in the small business element of the County Connection DBE program. County Connection will not accept certifications/verifications by agencies that allow companies to self-certify as small businesses. County Connection's DBE Officer is available to assist Consultants/Subconsultants with identifying subcontracting opportunities, and DBE and SBE resources.

A completed and signed List of Consultants and Subconsultants form must be submitted with the proposal. This form includes information about the Consultant and all subconsultants/subcontractors that provided a bid, quote or proposal. DBE firms listed must be currently certified by the California Unified Certification Program (UCP) or the firm's home state UCP.

The County Connection's DBE Officer maintains a resource list of organizations that promote DBE and SBE participation in contracts. The California UCP Directory is located on the Internet and includes certified DBE, SMBE, and SWBE firms that provide construction, professional and other services, and materials, supplies and equipment. Consultants are encouraged to use the UCP Directory to contact subconsultants/subcontractors. The UCP directory does not in any way prequalify the

listed firms with respect to licensing, bondability, competence or financial responsibility. The resource list and information from the UCP DBE Directory will be provided upon request.

Where the successful Consultant has indicated that DBE or SBE firms will be utilized under this contract, Consultant shall submit to the CRA periodic progress and participation reports documenting that DBE or SBE utilization. These reports shall be prepared and certified correct by the Consultant or its authorized representative. The DBE reporting forms to be used for this purpose will be furnished by the CRA after award of contract.

The selected Consultant shall maintain records to verify applicable DBE and SBE participation. Such records shall show the name and business address of each DBE and SBE participating in the contract, the total dollar amount actually paid each DBE and SBE, and the date of payment. Consultant shall retain all records concerning DBE and SBE participation under this contract for not less than three years.

Consultant shall not make substitutions of previously approved DBE or SBE subconsultants/subcontractors without prior written approval from County Connection.

County Connection reserves the right to request additional information regarding DBE and SBE participation in this Contract. Failure to submit the requested information and/or documentation within the times stated shall make the Proposer ineligible for award.

Any Proposer who would like additional information regarding DBE and SBE participation on this contract or County Connection's DBE Program may contact Kristina Martinez, DBE Officer, at 2477 Arnold Industrial Way, Concord, California 94520, (925) 680-2031.

M. Safe Operation of Motor Vehicles

The Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Consultant or County Connection. The Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Consultant owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

N. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions 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 County Connection requests which would cause County Connection to be in violation of the FTA terms and conditions.

END OF RFP

ATTACHMENT A – SCOPE OF SERVICES

I. GENERAL

Role: Consultant shall provide on-call transit planning, analysis, and outreach services. The Work under the Agreement will be established as needed on an individual Work Directive basis.

The Consultant shall function with overall guidance from County Connection, but will manage and control the day-to-day Work Order activities and deliverables.

Services: Professional services to be provided by Consultant under the Agreement and individual Work Orders may include, but may not limited to, the tasks and activities in the following general categories:

- A. Public transportation operations and capital planning
- B. Tasks related to FTA compliance; Title VI analysis for service changes, Public Outreach Plan, Transit Asset Management Planning
- C. Coordination with state and federal agencies
- D. Evaluation of alternative modes of service including taxi script, TNC's, and deviated routes
- E. Bus stop access planning
- F. Modeling/data analysis; GIS/web mapping
- G. Route Scheduling
- H. Public outreach and surveys
- I. Technology services
- J. Other related planning activities

II. LIST OF POTENTIAL WORK ORDER TASKS

Possible tasks within the multiple General Categories that may be required of the Consultant in executing Work Order assignments include:

- Preparation of Short Range Transit Plan
- Preparation of specific area transit planning study reports
- Community development plan review support
- Countywide transportation sales tax project development support
- Preparation of comprehensive service review
- ADA paratransit system analysis
- Countywide and regional transit planning support
- Preparation of Title VI Plan and/or Service and Fare Equity Analyses
- Conducting an onboard passenger survey

III. DETAILED SCOPE OF SERVICES FOR CONSULTANT

As assigned by individual Work Orders, Consultant will conduct categories of services as described below:

A. Public Transportation Operations and Capital Planning

Conduct planning studies and assessments related to current and future fixed route and paratransit operations. Work may include long range and short range planning involving analysis of service alternatives. Develop long and short range capital plans that create an inventory and projections of need. Analyze fleet, facility, park and ride lot locations, bus stop amenities, multimodal transit centers, etc. Provide staff support for Transit Asset Management planning efforts and FTA reporting. Prepare and deliver reports and presentations. Prepare and deliver in person Board memos.

B. FTA Compliance Activities

Update Title VI report, Community Outreach Plan, Transit Asset Management Plan, and other reports and plans as required. Provide staff support for ongoing compliance and tracking as regulations change, services change and capital facilities are modified.

C. Coordination with Local, State and Federal Agencies

Provide assistance, as needed, when interacting with various agencies including: Contra Costa Transit Authority, Metropolitan Transportation Commission, California Department of Transportation (Caltrans); Federal Transit Administration (FTA), Federal Highway Administration (FHWA).

D. Service Alternative Evaluations

Conduct evaluation of new modes of service and new technologies that will enhance public transit mobility. For instance, evaluation of the applicability and implementation of TNC agreements, autonomous vehicles for last mile trips, bus on shoulder service in the 680 corridor, and new scheduling applications.

E. Bus Stop Access Planning

Conduct plans to improve bus stop access and facilities. Develop inventory system for bus stop information. Provide support to staff in reviewing community specific plans as well as bike and pedestrian plans that impact access to transit. Coordinate with BART on station access, bus circulation and signage planning.

F. Modeling/Data Analysis & GIS/Web Mapping

Develop GIS maps to analyze ridership patterns, population served, ADA service boundaries, survey results, as well as to analyze service options, and determine impact of changes on race and income.

G. Route Scheduling

Currently County Connection uses Trapeze to do route scheduling and the Chief Scheduler is responsible for all tasks related to scheduling. Should it be necessary

due to unanticipated circumstances, the development of route schedules may be required.

H. Public Outreach and Surveys

Conduct public outreach plan, organize and lead public workshops, meetings and forums. Provide LEP services, target audience identification, and contact database development. Prepare and distribute printed material, website materials and social media blasts. Conduct surveys of riders and non-riders to focus service and determine impact and results of service changes.

I. Technology Services

Perform planning, analysis, and specification development for various Transit ITS system packages including, but not limited to: customer information system, fare collection system, scheduling system, data collection and reporting systems.

J. Other Related Planning Activities

Conduct research, provide technical support and develop technical memorandums and/or project study reports on special assignments in County Connection's service area. Perform various planning tasks as they relate to discretionary funding sources including, but not limited to Regional Measure 3 (RM3), local expenditure plan(s), and state and federal funding programs.

IV. CONTRACT DELIVERABLES

Specific contract deliverables will be set forth in each individual Work Order issued under the Agreement.

ATTACHMENT B – SUBMITTAL CHECKLIST

The following checklist is provided as guide to ensure all required documentation is considered and/or included in Proposer's proposal:

- Proposers must submit an electronic copy of their Proposal as a PDF file via e-mail to Melody Reeb, Director of Planning and Marketing, at reeb@cccta.org. The e-mail subject line should include the Proposer's name and RFP number.

Also, include the following:

- Table of Contents
- Cover Letter
- Letter or verification of insurance certificate from Proposer's carrier indicating acceptance of insurance requirements stated in Section 14 of the Sample Agreement (Attachment D)
- Exceptions to Sample Agreement, if any
- Evidence of Financial Stability
- Attachment C – Cost Proposal Form
- Joint Venture agreement (if applicable)
- Conflict of Interest Disclosure (see Section VI.C of the RFP)
- Levine Act Disclosure (see Section IX.13 of the RFP)
- Acknowledgment of Addenda, (if any)
- Attachment E – Form for Designation of Subconsultants/DBE Forms
- Attachment F – Disclosure of Government Positions
- Attachment G - Lobbying Certification & Disclosure of Lobbying Activities

ATTACHMENT D – SAMPLE AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 20____, by and between the Central Contra Costa Transit Authority (“County Connection”) and _____ (“CONSULTANT”).

WHEREAS, County Connection desires to obtain professional services as further defined in this Agreement and has issued a Request for Proposals dated December 12, 2022 a copy of which is attached hereto and incorporated herein by this reference as Exhibit 1; and

WHEREAS, the CONSULTANT desires to furnish such services and has submitted a written proposal dated February 2, 2023, which is attached hereto and incorporated herein by this reference as Exhibit 2.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

The CONSULTANT agrees to provide professional services to County Connection in accordance with the terms and conditions of this Agreement. In the performance of its work, CONSULTANT represents that it has and will exercise that degree of professional care, skill, efficiency and judgment ordinarily employed by engineering consultants with special expertise in general engineering consulting services. CONSULTANT further represents and warrants that it holds currently in effect all licenses, registrations, and certifications in good standing that may be required under applicable law or regulations to perform these services and agrees to retain such licenses, registrations, and certifications in active status throughout the duration of this engagement.

2. SCOPE OF SERVICES

2.1. *Scope of Services*

Scope of Services is described in Attachment A, “Scope of Services, On-Call Planning Consulting Services” of Exhibit 1. The specific Scopes of Services shall be contained in the Work Orders (WO) issued under this Agreement. The Agreement is not exclusive. County Connection reserves the right to contract for performance of services described in this Agreement through other consultants.

2.2. *Work Order Terms*

Work Orders may be issued against this Agreement any time during the three (3) year base term or the two additional one-year option terms. Terms of individual Work Orders may exceed the base term and/or option terms. The CONSULTANT’S performance of services shall commence for each Work Order upon receipt of a Work Order Notice to Proceed (WONTP) issued by County Connection. The CONSULTANT shall complete the services within the time frame specified in the Work Order.

2.3. *Work Orders*

Work Orders will be initiated in accordance with the following procedure:

- A. CONSULTANT services will be on an as-needed, on-call basis throughout the term of the Agreement. The professional services to be furnished by the CONSULTANT may vary according to County Connection's needs. The actual services to be provided shall be described in specific Work Orders for each assignment. Work Orders (WOs) can be issued at any time during the Agreement. Each WO will contain a period of performance specific to the WO. The period of performance of individual WOs may exceed that of the Agreement. In such an event, the Agreement's terms and conditions will remain in full force and effect, unless terminated by County Connection, until all services required under outstanding WOs are completed to County Connection's satisfaction.
- B. County Connection will issue a WO Proposal Request (WOPR) for services to be provided. CONSULTANT is responsible for preparing and submitting Work Order Proposals within seven (7) days after receipt of the WOPR. County Connection may accept the CONSULTANT'S proposal or negotiate with CONSULTANT, as appropriate. Once accepted by County Connection, a WO will be issued. Services shall be under the direction of County Connection's staff representative so identified in the WO.
- C. County Connection expressly reserves the right to contract for performance of these services with other consultants. There is no guarantee on the minimum quantity of services to be ordered or allocated, or the total compensation to be paid under this RFP.

2.4. *Deliverables*

The deliverables under this Agreement will be detailed in each Work Order that is issued and authorized.

2.5. *Removal of Personnel*

The County Connection reserves the right to direct the removal of any CONSULTANT or subconsultant personnel assigned to an individual Work Order when in County Connection's opinion the individual's performance is unsatisfactory.

If such removal is for cause, the costs of such removal shall be borne by the CONSULTANT.

3. SCHEDULE AND TIME OF COMPLETION

The term of this Agreement will be for a base term of three (3) years with two additional one-year options, to be exercised in County Connection's sole discretion, commencing upon written Notice to Proceed issued by County Connection. The Agreement will remain in effect until all services required under all Work Orders are completed or terminated.

4. COMPENSATION

The CONSULTANT agrees to perform the services to be specified in each Work Order in accordance with the terms and conditions of this Agreement. Compensation for satisfactory performance of services performed under Work Orders shall be as stated in each Work Order and in accordance with the hourly labor rates set forth in Exhibit 2. Hourly labor rates set forth in

Exhibit 2 shall remain firm for two years. For the third or subsequent years of the Agreement term, increases in future hourly labor shall be limited to the equivalent of the Consumer Price Index (CPI) for the applicable year based on the percentage change as evidenced by the most recent Consumer Price Index (CPI) for County Connection's geographic area available to County Connection up to a maximum of 3.5 percent escalation, unless otherwise mutually agreed. The effective date of the CPI adjustment, if any, will commence on either (1) the first day of the second and/or subsequent year(s) of the Agreement, or (2) the date of the Consultant's request, whichever event is later. Consultant's failure to request a CPI increase in any calendar year will be deemed a waiver of said increase for that Agreement year.

It is expressly understood and agreed that in no event shall CONSULTANT commence work without a mutually agreed upon Work Order. Further, it is expressly understood and agreed that in no event shall CONSULTANT be compensated in an amount greater than the amount specified in any individual Work Order for the services performed under such Work Order without issuance of a written Amendment to such Work Order by County Connection's authorized representative.

If at any time, CONSULTANT has reason to believe that the total compensation payable for the performance of services under this Agreement will exceed the maximum not-to-exceed amount as set for in the Work Order, CONSULTANT shall notify County Connection immediately in writing to that effect, indicating the estimated additional amount necessary to complete the services in the Work Order. Any cost incurred by CONSULTANT in excess of the not-to-exceed amount as set forth in the Work Order shall be at CONSULTANT'S own risk.

Further, it is understood that execution of this Agreement does not guarantee any level of effort and/or dollar expenditure to be provided under the Agreement to CONSULTANT. The maximum compensation that the DISTRICT has authorized to be expended for this Contract shall not exceed \$750,000. County Connection will pay the CONSULTANT in accordance with Section 5.

5. MANNER OF PAYMENT

The CONSULTANT shall submit separate invoices/billing statements on or as soon as practical after the first day of each calendar month. CONSULTANT shall submit monthly invoices, detailing the services performed and allowable reimbursable expenses incurred during the previous calendar month for Services to be performed at County Connection's request.

CONSULTANT shall provide supporting documentation for its invoices as required by County Connection. County Connection will endeavor to pay approved invoices/billing statements within 30 calendar days of their receipt. County Connection reserves the right to withhold payment to the CONSULTANT if County Connection determines that the quantity or quality of the work performed is unacceptable. County Connection shall provide written notice to the CONSULTANT within 10 business days of County Connection's decision not to pay and the reasons for non-payment.

Invoices shall be made in writing and delivered or mailed to County Connection as follows:

Central Contra Costa Transit Authority
Accounts Payable
2477 Arnold Industrial Way
Concord, CA 94520

CONSULTANT represents that CONSULTANT'S taxpayer identification number (TIN) is as evidenced by a completed Federal Form W-9.

6. OWNERSHIP OF WORK

All reports, analyses, charts, tables, schedules and all other materials prepared, or in the process of being prepared by the CONSULTANT as part of the services to be performed, shall be and are the property of County Connection. The County Connection shall be entitled to access to and copies of these materials during the progress of the work. Any such materials remaining in the hands of the CONSULTANT or in the hands of any subconsultant upon completion or termination of the work shall be immediately delivered to County Connection. If any materials are lost, damaged or destroyed before final delivery to County Connection, the CONSULTANT shall replace them at its own expense and the CONSULTANT assumes all risks of loss, damage or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this Agreement for its use in its general business activities, but the copying and material costs shall be at the CONSULTANT'S expense. The CONSULTANT will not be liable for County Connection or third party misuse of any documents, reports, records, plans, or materials prepared, procured, or produced in the rendition of services under this Agreement.

Any and all rights of copyright to all reports, analyses, charts, tables, schedules and all other materials prepared under this Agreement, are hereby assigned to County Connection. CONSULTANT agrees to execute any additional documents, which may be necessary to evidence such assignment. In addition, the Federal Transit Administration (FTA), Federal Highway Administration (FHWA) and other funding Agencies shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

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

7. PATENT RIGHTS

If any invention, improvement, or discovery of CONSULTANT is conceived or first actually reduced to practice in the course of or under this Agreement, which invention, improvement, or discovery may be patentable under the Patent Laws of the United States or any foreign country, CONSULTANT shall immediately notify County Connection and provide a detailed report. The rights and responsibilities of County Connection, CONSULTANT and the federal government with respect to such invention will be determined in accordance with applicable federal laws, regulations, policies and any waivers thereof.

8. CONFIDENTIALITY

Any County Connection materials to which the CONSULTANT has access or materials prepared by the CONSULTANT during the course of this Agreement ("Confidential Information") shall be held in confidence by the CONSULTANT, who shall exercise all reasonable precautions to prevent the disclosure of Confidential Information to anyone except the officers, employees and agents of the CONSULTANT as necessary to accomplish the rendition of services under this Agreement.

CONSULTANT shall not release any reports, information or promotional materials prepared in connection with this Agreement, whether deemed confidential or not, without the prior approval of County Connection.

9. USE OF SUBCONSULTANTS

The CONSULTANT shall not subcontract any services to be performed by it under this Agreement without the prior written approval of County Connection, except for service firms engaged in drawing, reprographics, typing, and printing. CONSULTANT shall pay any subconsultants approved by County Connection for work that has been substantially performed no later than ten (10) days from the date of CONSULTANT'S receipt of progress payments from County Connection. Within thirty (30) days of satisfactory completion of all work required of the subconsultant, CONSULTANT shall release any retainage payments withheld to the subconsultant. County Connection may require CONSULTANT to provide documentation satisfactory to County Connection of CONSULTANT'S compliance with this requirement as a condition of final payment and release of contract retentions, if any.

10. CHANGES

The County Connection may, at any time, by written order, make changes to the scope of work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in "COMPENSATION" of this Agreement or in the time of required performance as set forth in "SCHEDULE AND TIME OF COMPLETION" of this Agreement, or both.

In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or services, schedule, or the amount of compensation specified herein, CONSULTANT shall so advise County Connection immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in schedule or compensation. This notice shall be given to County Connection prior to the time that CONSULTANT performs work or services related to any proposed adjustment. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes. Failure to provide written notice and receive County Connection approval for extra work, prior to performing extra work, may, at County Connection's sole direction result in nonpayment of the invoices reflecting such work.

11. CLAIMS OR DISPUTES

The CONSULTANT shall be solely responsible for providing timely written notice to County Connection of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is County Connection's intent to investigate and attempt to resolve any CONSULTANT claims before the CONSULTANT has performed any disputed work. Therefore, CONSULTANT'S failure to provide timely notice shall constitute a waiver of CONSULTANT'S claims for additional compensation and/or time.

The CONSULTANT shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by County Connection, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given County Connection due written notice of a potential claim. The notice of a potential claim shall set

forth the reasons for which the CONSULTANT believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by County Connection, such notice shall be given to County Connection prior to the time that the CONSULTANT has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice shall be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONSULTANT shall continue to work during the dispute resolution process in a diligent and timely manner as directed by County Connection, and shall be governed by all applicable provisions of this Agreement. The CONSULTANT shall maintain cost records of all work which is the basis of any dispute.

If an agreement can be reached which resolves the CONSULTANT'S claim, the parties will execute a contract change to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONSULTANT'S claim, they may choose to pursue a dispute resolution process.

12. CONFLICT OF INTEREST

Exhibit A sets forth important Conflict of Interest rules that will be in force throughout the term of this Agreement. In addition to those provisions, the following also apply:

12.1. *General*

Depending on the nature of the work performed, a CONSULTANT of County Connection may be subject to the same conflict of interest prohibitions established by the FTA, FHWA and California law that govern County Connection's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, CONSULTANT and its employees may be required to disclose financial interests.

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

Depending on the nature of the work performed, CONSULTANT may be required to publicly disclose financial interests under County Connection's Conflict of Interest Code. Upon receipt, the CONSULTANT agrees to promptly submit a Statement of Economic Interest on the form provided by County Connection.

No person previously in the position of director, officer, employee or agent of County Connection may act as an agent or attorney for, or otherwise represent the CONSULTANT, by making any formal or informal appearance, or any oral or written communication, before County Connection, or any officer or employee of County Connection, for a period of twelve months after leaving office or employment with County Connection if the appearance or

communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

No officer or employee of County Connection during his or her tenure or for one year after that tenure shall have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement.

12.2. Organizational Conflicts of Interest

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

CONSULTANT shall not engage the services of any Subconsultant or independent consultant on any work related to this Agreement if the Subconsultant or independent consultant, or any employee of the Subconsultant or independent consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement CONSULTANT becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONSULTANT immediately shall provide County Connection with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONSULTANT'S written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the term of this Agreement, County Connection becomes aware of an organizational conflict of interest in connection with CONSULTANT'S performance of the work hereunder, County Connection shall similarly notify CONSULTANT.

In the event a conflict is presented, whether disclosed by CONSULTANT or discovered by County Connection, County Connection will consider the conflict presented and any alternatives proposed and meet with the CONSULTANT to determine an appropriate course of action. The County Connection's determination as to the manner in which to address the conflict shall be final.

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

CONSULTANT shall maintain written policies prohibiting organizational conflicts of interest and shall ensure that its employees are fully familiar with these policies.

CONSULTANT shall monitor and enforce these policies and shall require any subconsultants and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the CONSULTANT to damages incurred by County Connection in addressing organizational conflicts that arise out of work performed by CONSULTANT, or to termination of this Agreement for breach

13. RESPONSIBILITY; INDEMNIFICATION

The CONSULTANT shall indemnify, keep and save harmless County Connection and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:

- A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by a negligent act or omission or willful misconduct of the CONSULTANT or its employees, subcontractors, subconsultants or agents; or
- B. Any allegation that materials or services provided by the CONSULTANT under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against County Connection or any of the other individuals enumerated above in any such action, the CONSULTANT shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of the Agreement.

14. 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 is required to procure and maintain at its 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. Contractor is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks; the limit for the commercial general liability insurance in each subcontract shall not be less than \$1 million. 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 County Connection. Prior to beginning work under this contract, Contractor shall provide County Connection with satisfactory evidence of compliance with the insurance requirements of this section.

14.1. *Minimum Types and Scope of Insurance*

A. Workers Compensation and Employers' Liability Insurance.

- 1) 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.
- 2) Employer's Liability coverage with minimum limits of \$1 million.
- 3) Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
 - Waiver of Subrogation.

B. 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.

- 1) 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 (xcu).
 - Broad form property damage.
- 2) 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.

C. 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.

- 1) This insurance shall include coverage for, but not be limited to:
 - All Owned vehicles.

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

2) 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.

D. Professional Liability Insurance.

A professional liability policy covering errors and omissions and the resulting damages including, but not limited to, economic loss to County Connection and having minimum limits of liability of \$1 million per claim or occurrence and \$1 million annual aggregate.

1) The policy shall include coverage for:

- All services and work performed under this Agreement.

2) Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

- Waiver of Subrogation.

14.2. *Endorsements*

A. Additional Insured.

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the Central Contra Costa 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.

B. Waiver of Subrogation.

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the Central Contra Costa 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.

C. 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 Central Contra Costa

Transit Authority.

D. 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 Central Contra Costa Transit Authority as an Additional Insured shall not in any way affect County Connection'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 Central Contra Costa 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.

14.3. *Evidence of Insurance*

Prior to commencing work or entering onto the Property, Contractor shall provide County Connection with a certificate evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that the Contractors' policy(ies) will not be cancelled or coverage altered without 30 days prior written notice to County Connection.

14.4. *General Provisions*

A. Notice of Cancellation.

The policies shall provide that the Contractors' policies will not be cancelled or have limits reduced or coverage altered without 30 days prior written notice to County Connection.

B. Acceptable Insurers.

All policies will be issued by insurers acceptable to County Connection (generally with a Best's Rating of A- 10 or better).

C. Self-insurance.

Upon evidence of financial capacity satisfactory to County Connection and Contractor's agreement to waive subrogation against County Connection respecting any and all claims that may arise, Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

D. Failure to Maintain Insurance.

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of Contractor's personnel and equipment have been removed from County Connection property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this

Agreement.

E. Claims Made Coverage

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

- (1) Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- (2) Contractor shall make every effort to maintain similar insurance for at least three (3) years following project completion, including the requirement of adding all named insureds.
- (3) If insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
- (4) Policy allows for reporting of circumstances or incidents that might give rise to future claims.

F. Deductibles and Retentions

Contractor shall be responsible for payment of any deductible or retention on Contractor's policies without right of contribution from County Connection.

15. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, County Connection shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

16. CONSULTANT'S STATUS

Neither the CONSULTANT nor any party contracting with the CONSULTANT shall be deemed to be an agent or employee of County Connection. The CONSULTANT is and shall be an independent CONSULTANT, and the legal relationship of any person performing services for the CONSULTANT shall be one solely between that person and the CONSULTANT.

17. ASSIGNMENT

CONSULTANT and County Connection shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the other party.

18. WARRANTY OF SERVICES

- A. CONSULTANT warrants that its professional services will be performed in accordance with the professional standards of practices of comparable On-Call Planning Engineering Design firms at the time the services are rendered. In addition, CONSULTANT shall provide such specific warranties as may be set forth in the individual Work Orders as agreed upon by the parties.
- B. In the event that any services provided by the CONSULTANT hereunder are deficient because of CONSULTANT'S or subconsultants failure to perform said services in accordance with the warranty standards set forth above, County Connection shall report such deficiencies in writing to the CONSULTANT within a reasonable time. The County Connection thereafter shall have:
1. The right to have the CONSULTANT re-perform such services at the CONSULTANT'S expense; or
 2. The right to have such services done by others and the costs thereof charged to and collected from the CONSULTANT if within thirty days after written notice to the CONSULTANT requiring such re-performance, CONSULTANT fails to give satisfactory evidence to County Connection that it has undertaken said re-performance.
 3. The right to terminate the Agreement for default.

CONSULTANT shall be responsible for all errors and omissions and is expected to pay for all redesign and re-construction work as a result of errors and omissions.

19. County Connection REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of County Connection, the General Manager/CEO of County Connection, or such person or persons as shall be designated in writing by County Connection from time to time, shall represent and act for County Connection.

20. REMEDIES

In the event the CONSULTANT fails to comply with the requirements of this Agreement in any way, County Connection reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

21. TEMPORARY SUSPENSION OF WORK

The County Connection, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as County Connection may deem necessary. The suspension may be due to the failure on the part of the CONSULTANT to carry out orders given or to perform any provision of the Contract or to factors that are not the responsibility of the CONSULTANT. The CONSULTANT shall comply immediately with the written order of County Connection to suspend the work wholly or in part. The suspended work shall be resumed when the CONSULTANT is provided with written direction from County Connection to resume the work.

If the suspension is due to the CONSULTANT'S failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONSULTANT, all costs shall be at CONSULTANT'S expense and no schedule extensions will be provided by County Connection.

In the event of a suspension of the work, the CONSULTANT shall not be relieved of the CONSULTANT'S responsibilities under this Agreement, except the obligations to perform the work which County Connection has specifically directed CONSULTANT to suspend under this section.

If the suspension is not the responsibility of the CONSULTANT, suspension of all or any portion of the work under this Section may entitle the CONSULTANT to compensation and/or schedule extensions subject to the Contract requirements.

22. TERMINATION

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

If the Agreement is terminated for any reason other than a default by CONSULTANT, County Connection shall pay to CONSULTANT, in accordance with the provisions of this Agreement, all sums actually due and owing from County Connection for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by CONSULTANT to effect such termination. If the Agreement is terminated for default, County Connection shall submit a written ten-day cure notice to the CONSULTANT. If CONSULTANT does not cure the default within the said ten-day period, County Connection shall remit final payment to CONSULTANT 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.

23. COMPLIANCE WITH ALL LAWS

CONSULTANT shall comply with all Federal, State and local laws and ordinances applicable to the work under this Agreement, regardless of whether such laws are particularly referenced by this Agreement.

24. NO ASSIGNMENT

CONTRACTOR shall not assign any of the rights nor transfer any of its obligations under the Agreement without the prior written consent of County Connection.

25. NOTICES

All communications relating to the day-to-day activities of the project shall be exchanged between County Connection and the CONSULTANT'S Project Director.

All other notices and communications regarding interpretation of the terms of this contract and changes thereto shall be given to the other party in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to County Connection: Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
Attn: General Manager/CEO

If to the CONSULTANT: _____

Attn: _____

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

26. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

27. APPLICABLE LAW

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California. Venue shall be in Contra Costa County.

28. WARRANTIES

The County Connection makes no warranties, representations, or Agreements, either expressed or implied, beyond such as are explicitly stated in this Agreement.

29. AUDIT

CONSULTANT and its subconsultants shall permit County Connection, FTA, FHWA, and their authorized representatives to inspect, examine, make excerpts from, transcribe, and copy CONSULTANT'S and subconsultant's books, work documents, papers, materials, payrolls, records, accounts, and any and all data relevant to this Agreement at any reasonable time for the purpose of auditing and verifying statements, invoices or bills submitted by CONSULTANT pursuant to this Agreement, and shall provide such assistance as may be reasonably required in the course of such inspection.

Pursuant to California Government Code Section 8546.7, the parties to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of County Connection or as part of any audit of County Connection by the State Auditor, for a period of three years after final payment under this Agreement. The examination and audit shall be confined to those matters connected with the performance of this Agreement, including but not limited to, the cost of administering this Agreement.

See also Exhibit 1, RFP section XIV.F, Access to Records and Reports, for additional audit requirements.

30. RIGHTS AND REMEDIES OF County Connection

The rights and remedies of County Connection provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

31. BINDING ON SUCCESSORS

All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

32. SEVERABILITY

Should any provision herein be found or deemed to be invalid or unenforceable, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect.

33. NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

34. ENTIRE AGREEMENT; MODIFICATION

This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof and may not be amended except by a written amendment executed by authorized representatives of both parties. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

COUNTY CONNECTION:

CONSULTANT:*

CENTRAL CONTRA COSTA TRANSIT
AUTHORITY

By: _____
General Manager

By: _____

Title: _____

Date: _____

Date: _____

ATTEST:

By: _____
Secretary for County Connection

By: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Attorney for County Connection

Date: _____

** Two officers of the corporation consisting of **one** from **each** of the following **two** categories must sign the agreement: 1) the President, Vice President or Board Chair and 2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. If only one officer signs or an individual not specified above, the CONTRACTOR will submit satisfactory evidence that the individual is authorized to sign for and bind the corporation*

ATTACHMENT E – LIST OF PRIME CONTRACTOR AND SUBCONTRACTORS/SUPPLIERS

Bidder's Name: _____ Disadvantaged Business Enterprise: Yes* _____ No _____ Small Business Enterprise: Yes* _____ No _____
 Owner or Contact Person: _____ Title: _____
 Address: _____ Firm's Annual Gross Receipts**: _____ Age of Firm: _____
 Phone: (_____) _____ Fax: (_____) _____ Email address: _____
 *If yes, provide documentation showing the firm's current certification status. **Optional

List the following information for all subcontractors/suppliers that provided a bid, quote or proposal to the Proposer.

Company Name/Address/Phone/FAX		DBE/SBE NonDBE	Description of Work. Type of Materials/Supplies.	Dollar Amount of Work/Supplies (if applicable)	Bid/Quote Accepted? (Yes/No)
1					
2					
3					
4					
5					

The undersigned will enter into a formal agreement with the subcontractor(s) and/or supplier(s) whose bid/quote was accepted conditioned upon execution of a contract with County Connection. I certify that the information included on this form is complete and correct.

Signature of Owner or Authorized Representative

Title

Date

ATTACHMENT G – LOBBYING CERTIFICATION

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

The undersigned certifies, to the best of their 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 sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Authorized Official

Name

Title

Date

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A

Reporting Entity: _____

Page ___ of ___

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).
(c) 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