

CENTRAL CONTRA COSTA TRANSIT AUTHORITY

REQUEST FOR PROPOSALS FOR NON-EMERGENCY MEDICAL TRANSPORTATION SERVICES

PROJECT NUMBER 2023-MA-01

RELEASE DATE: FEBRUARY 10, 2023

PRE-PROPOSAL CONFERENCE: FEBRUARY 17, 2023 (**Zoom**)

SUBMISSION OF QUESTIONS DUE: February 24, 2023

PROPOSALS DUE: **March 10, 2023**

REQUEST FOR PROPOSALS

Section 1. Proposal Request

The Central Contra Costa Transit Authority (County Connection) is seeking proposals for Non-Emergency Medical Transportation (NEMT) management services. County Connection was formed in 1980 as a joint powers agency to provide coordinated transportation services within central Contra Costa County. County Connection provides both fixed route and paratransit services to the following cities and 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.

Firms interested in making a proposal should contact:

Central Contra Costa Transit Authority
Kevin Finn
2477 Arnold Industrial Way
Concord CA, 94520
Telephone: (925) 680-2087
Email: finn@cccta.org

Proposals will be accepted at the above address until 3:00 PM PST, Friday, March 10, 2023.

Section 2. Proposer's Examination of Project Objectives and Requirements

By submitting a proposal, the Proposer represents that it has thoroughly examined and understood the work required under this RFP, and that it can perform all work, both as described and potentially for new approaches, to achieve County Connection's objectives.

Section 3. Clarifications

A. Examination of Documents and Requests for Clarification

Should a Proposer require clarifications regarding this RFP, the Proposer must notify County Connection by electronic mail to Kevin Finn at finn@cccta.org.

Should it be found that issues in any questions are not clearly and fully set forth in the RFP; County Connection will issue a written addendum clarifying the matter, which will be posted on County Connection's website at countyconnection.com. **All**

questions must be submitted electronically at the following address: finn@cccta.org and received by County Connection no later than 5:00 p.m. on Friday, February 24, 2023.

B. County Connection Responses

Any clarification and/or modification of these specifications must be made in writing by addendum. All addenda to this RFP will be available on the County Connection's website. Any oral interpretations or clarifications offered by County Connection will not be binding on County Connection.

C. Addenda

Any changes to the RFP requirements will be made by written addenda by County Connection and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated into the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation. Addenda will be posted on County Connection's website.

Section 4. Pre-Contractual Expenses

County Connection shall not be liable for any pre-contractual expenses incurred by Proposer in the preparation of its proposal. Proposer shall not include any such expenses as part of its proposal. Pre-contractual expenses are defined as expenses incurred by the Proposer in:

- Preparing its proposal in response to this RFP
- Submitting the proposal to County Connection
- Negotiating with County Connection regarding any matter related to the Proposer's proposal
- Any other expenses incurred by Proposer prior to date of award of a contract

Section 5. Withdrawal of Proposal

Submission of a proposal shall constitute a firm offer to County Connection, which shall be valid for one hundred twenty (120) days from the deadline for receipt of proposals. A Proposer may withdraw its proposal any time before the date and time when proposals are due, without prejudice, by submitting a written e-mailed request for its withdrawal to Kevin Finn, E-Mail: finn@cccta.org.

Section 6. Cost Proposals

For the purposes of cost proposal development, Proposers should review carefully the detailed requirements described in the scope of work.

Proposers must provide pricing for all services to be provided under this RFP in the form of a:

- A. Firm fixed annual fee, plus
- B. Percentage of booked revenue.

Section 7. Scope of Work

The Scope of Work for non-emergency medical transportation and other related accessible services included in this RFP is more specifically described in Exhibit A – Scope of Work.

Section 8. Selection and Award

This is a **best value** procurement, meaning that County Connection intends to award a Contract to the most qualified firm submitting the most technically responsive proposal, and technical merit will outweigh price competitiveness per the ranking system shown below. Technical merit includes strength of the named key personnel; innovative operational and technology solutions to provide the best customer experience; and methodologies that improve efficiency and contribute to the cost-effectiveness of the service.

County Connection may reject any proposal in which the qualifications or prices are not deemed to be within an acceptable or competitive range. County Connection may seek clarifications from any or all Proposers regarding their proposals or may request that Proposers submit modified proposals or best and final offers (BAFO). County Connection may award a contract without the need for BAFO, so all Proposers should submit their best proposal.

County Connection reserves the right to conduct pre-award negotiations with any or all Proposers, and the right to award the contract without negotiations. County Connection reserves the right to award the contract without conducting interviews.

This RFP does not commit County Connection to award a contract. County Connection reserves the right, in its sole discretion, to: (1) reject any proposal; (2) accept the proposal it considers most favorable to County Connection's interest; (3) waive minor irregularities; reject all proposals and seek new proposals when such procedure is reasonable and in the best interest of County Connection; or (4) make multiple or subsequent awards prior to or during the performance period as circumstances may

dictate to meet service requirements.

Section 9. Required Proposal Contents

Proposals must address each item below. Proposals must be in sufficient detail to permit evaluation and demonstrate the Proposer's ability to meet the requirements. Proposals that do not include all the required information and fully completed proposal forms may be rejected as non-responsive.

A. Background, Experience, and Financial Stability

- a. A summary statement outlining the organization's history and experience in providing NEMT services.
- b. Each Proposer shall provide information sufficient for County Connection to determine the Proposer's financial stability and responsibility. Proposers must submit their most recent audited financial statements and balance sheets for the past two years, as well as disclose any information regarding pending financial issues, including any pending litigation against the organization that may impact its financial capacity.
- c. A list of no more than five (5) references from organizations currently receiving services from the Proposer or that have received services in the past three (3) years.
- d. Provide a summary of transportation experience that describes the Proposer's ability to perform the work contained within this RFP.

B. Key Personnel and Staffing

- a. The Proposer is to identify a Project Manager and all key personnel who will manage and operate the services including resumes, relevant experience and at least two references for each. Please refer to Exhibit A – Scope of Work, for the required qualifications of key personnel. Identified individuals must be available for interview by County Connection, if desired.
- b. Each Proposer is to include a detailed description of personnel organizational charts specific to this contract, as well as personnel procedures, policies, and rules.
- c. Each Proposer shall identify the numbers of staff proposed for each position as outlined in Exhibit A – Scope of Work, and the types and amounts of training proposed to be provided to these positions.

C. Scope of Work

The Proposer should describe their plan to provide the services described in

Exhibit A – Scope of Work.

Section 10. Proposal Confidentiality

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

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

If Proposer requests that County Connection withhold from disclosure information identified as confidential, and County Connection complies with the Proposer's request, the 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 attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding Proposer information.

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

If Proposer does not request County Connection to 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.

Section 11. Levine Act

The Levine Act (Government Code 84308) is part of the Fair Political Practices Act. The Levine Act prohibits any County Connection Board Member from participating in or influencing the decision on awarding a contract to anyone who has contributed \$250.00 or more to the Board Member within the previous twelve (12) months. The Levine Act also requires a member of the Board who has received such a contribution to disclose

the contribution on the record of the proceeding. In addition, Board Members are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before the Board or for three (3) months following the date a final decision concerning the contract has been made.

Proposers must disclose on the record any contribution for \$250.00 or more that has been made to a County Connection Board Member within the twelve-month (12) period preceding submission of your proposal. This duty applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation that is part of your team. If you have made a contribution that needs to be disclosed, you must include this information with your proposal.

Section 12. Agreement for Professional Services

The firm selected by County Connection to provide the services outlined in this RFP will be required to execute an Agreement for Professional Services (“Agreement”) with County Connection. A sample of this Agreement is attached hereto as Exhibit B so that Proposers will have an opportunity to review the terms and conditions that will be included in the final contractual agreement. If a Proposer desires any additions, deletions, or modifications to the form of Agreement, they must be submitted with the proposal. With the exception of any such additions, deletions, and modifications, the Proposer will, by making a proposal, be deemed to have accepted the form of Agreement.

In particular, Proposers are directed to review the insurance and indemnification requirements set forth in the Sample Agreement for Professional Services, Sections 8 and 9.

Section 13. 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.

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 Proposer 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 (12) 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, awards or revocation of a permit, license, grant or Contract.

EXHIBIT A – SCOPE OF WORK

Provision of demand response transportation services for which County Connection will be reimbursed by Medi-Cal, California's Medicaid Program ("Payor").

Contractor will assist County Connection with establishing and administering such transportation services.

1.1. Payor and Program Approvals. Contractor will assist COUNTY CONNECTION with receiving and maintaining approved provider status with Payor ("Approved Provider") to provide Non-Emergency Medical Transportation ("Program").

Services include assisting COUNTY CONNECTION with:

1.1.1. compiling and submitting required application documentation to Payor to obtain Approved Provider status;

1.1.2. compiling and submitting any additional documentation requested by Payor from time to time to maintain COUNTY CONNECTION's Approved Provider status; and

1.1.3. monitoring and communicating to COUNTY CONNECTION any changes in Payor and Program requirements.

1.2. Operations Processes. Contractor will assist COUNTY CONNECTION with establishing operations processes to maximize reimbursements from Payor, including assistance with:

1.2.1. identifying and communicating to COUNTY CONNECTION the requirements for trips to qualify for payment ("Eligible Trips"); and

1.2.2. formulating and establishing processes to meet Eligible Trip requirements.

1.3. Marketing and Outreach. COUNTY CONNECTION will assist contractor with outreach to generate rider demand for Eligible Trips, including marketing and communications strategies targeting riders and rider referral sources such as medical providers, directory publishers, etc.

1.3.1. COUNTY CONNECTION to assist Contractor with developing content and marketing materials to generate rider demand for Eligible Trips, including printed flyers, press releases, etc.

1.4. Rider Eligibility. COUNTY CONNECTION to assist Contractor with qualifying riders to take Eligible Trips, including:

1.4.1. identifying and communicating to COUNTY CONNECTION the required criteria and documentation for riders to qualify to take Eligible Trips;

1.4.2. formulating and establishing processes for COUNTY CONNECTION to request and receive any necessary documentation from riders and forward to Contractor;

1.4.3. process any rider pre-authorization requests with Payor as necessary; and communicate to COUNTY CONNECTION any rider eligibility status, status change, need for pre-authorization renewal, etc.

1.5. Billing. Contractor will provide billing services for COUNTY CONNECTION, including:

1.5.1. submitting claims to Payor for Eligible Trips at agreed upon intervals;

1.5.2. monitoring status of claims;

1.5.3. investigating, amending, and resubmitting denied, unpaid, and underpaid claims as necessary;

1.5.4. providing COUNTY CONNECTION with claims aging reports at agreed upon intervals; and

1.5.5. providing COUNTY CONNECTION with billing Data files for accounting purposes at agreed upon intervals.

EXHIBIT B – AGREEMENT FOR PROFESSIONAL SERVICES
NON-EMERGENCY MEDICAL TRANSPORTATION SERVICES
BETWEEN THE CENTRAL CONTRA COSTA TRANSIT AUTHORITY AND

THIS AGREEMENT is made as of the _____ day of _____, 2023, by and between the Central Contra Costa Transit Authority ("AUTHORITY ") and _____ ("CONTRACTOR").

WHEREAS, the Board of Directors desires to obtain demand response transportation services for which AUTHORITY will be reimbursed by Medi-Cal, California's Medicaid Program and has issued a Request for Proposals, dated February (-), 2023 a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONTRACTOR desires to furnish such services and submitted a written proposal dated _____, 2023, a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

The CONTRACTOR agrees to provide professional services to the AUTHORITY in accordance with the terms and conditions of this Agreement. Consultant represents and warrants that (1) it is experienced and qualified to perform such services; (2) it holds all licenses and certifications in good standing that may be required under applicable law or regulations to perform the work; and (3) it will retain all such licenses and certifications in active status throughout the duration of this engagement.

2. TERM

The CONTRACTOR shall commence the services for an initial period of two (2) years upon the effective date of a written Notice to Proceed from COUNTY CONNECTION. COUNTY CONNECTION may exercise its option to extend the contract for three (3) additional 1-year terms. In the event COUNTY CONNECTION elects to exercise an option term, it will provide written notice to CONTRACTOR ninety (90) days prior to the expiration of the then-current base or option term.

3. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by CONTRACTOR shall be and are the property of COUNTY CONNECTION. COUNTY CONNECTION shall be entitled access to and copies of these materials during the progress of the work. Any such materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor 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 CONTRACTOR shall replace them at its own expense and the CONTRACTOR assumes all risks of loss, damage, or destruction of or to such materials. The CONTRACTOR may retain a copy of all material produced under this Agreement for its use in its general business activities.

4. CONFIDENTIALITY

Any COUNTY CONNECTION materials to which the CONTRACTOR has access or materials prepared by the CONTRACTOR during the course of this Agreement ("confidential information") shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent disclosure of confidential information to anyone except the officers, employees, and agents of the CONTRACTOR as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

CONTRACTOR shall not release any reports, information or promotional materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of COUNTY CONNECTION's General Manager.

5. KEY PERSONNEL

It is understood and agreed by the parties that at all times during the term of this Agreement that _____ shall serve as the primary staff person of the CONTRACTOR to undertake, render, and oversee all of the services under this Agreement.

6. USE OF SUBCONTRACTORS

CONTRACTOR 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, reproduction, typing and printing. CONTRACTOR shall

be solely responsible for reimbursing any subcontractors and COUNTY CONNECTION shall have no obligation to them.

7. CHANGES

COUNTY CONNECTION may, at any time, by written order, make changes within the scope of work and services, including adding to or subtracting from the level of services, described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 10 or in the time of required performance as set forth in the contract documents, or both. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, CONTRACTOR 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 compensation. This notice shall be given to COUNTY CONNECTION prior to the time that CONTRACTOR performs work or services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

8. RESPONSIBILITY; INDEMNIFICATION

CONTRACTOR shall indemnify, keep, and hold harmless COUNTY CONNECTION its directors, officers, agents, and employees against any and all suits, claims or actions arising out of 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 CONTRACTOR caused by an act or omission of the CONTRACTOR or its employees, subcontractors, or agents. CONTRACTOR further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other incurred costs and expenses. If any judgment is rendered against COUNTY CONNECTION in any such action, CONTRACTOR shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination of the Agreement.

9. INSURANCE

A. Workers' Compensation.

If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws where applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per

accident or disease. Prior to commencement of work under this Agreement by any such employee, CONTRACTOR shall deliver to COUNTY CONNECTION a Certificate of Insurance that shall stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to COUNTY CONNECTION.

B. General Liability Insurance

Covering any loss or liability, including the cost of defense of any action, for Bodily Injury, Death, Personal Injury and Property Damage which may arise out of operations of the CONTRACTOR in connection with the performance of this contract. The policy will include coverage for bodily injury and property damage liability subject to the standard provisions and exclusions of the Commercial General Liability Policy Form and endorsed for premises, operations, products and completed operations. The policy or policies shall provide a minimum limit of \$1 million each occurrence.

C. Automobile Liability Insurance

Covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance, or use of any vehicle, whether or not owned by CONTRACTOR, on or off COUNTY CONNECTION premises. The policy or policies shall provide a minimum limit of \$1 million each accident. Additionally, all revenue vehicles will be insured against comprehensive and collision damage satisfactory to COUNTY CONNECTION.

With respect to the coverages under subsections A, B and C of this section, the policies will include a waiver of subrogation. With respect to the coverages under subsections B and C of this section, the policies will name as additional insured with respect to CONTRACTOR's services under this Agreement, COUNTY CONNECTION and its directors, officers, employees, and agents. The Insurer(s) will agree that its policies are Primary Insurance and that it will be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering COUNTY CONNECTION.

Inclusion of COUNTY CONNECTION as an additional insured shall not in any way affect its rights as respect to any claim, demand, suit, or judgment made, brought, or recovered against CONTRACTOR. The policies will protect CONTRACTOR and

COUNTY CONNECTION in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.

Prior to commencement of work under this Agreement, CONTRACTOR shall deliver to COUNTY CONNECTION a Certificate of Insurance, which will indicate compliance with the insurance requirements of this paragraph and shall stipulate that 30 days advance written notice of cancellation, non-renewal or reduction in limits shall be given to COUNTY CONNECTION.

D. Self-Insurance

Self-insurance and self-insured retentions in insurance policies are subject to separate approval by COUNTY CONNECTION upon review or evidence of CONTRACTOR'S financial capacity. Such programs must provide at least the same coverage and protection required above.

E. Failure to Procure Insurance

CONTRACTOR's failure to procure and maintain required insurance will be a material breach of the contract and COUNTY CONNECTION may immediately terminate.

10. COMPENSATION

[TBD]

11. MANNER OF PAYMENT

[TBD]

12. CONTRACTOR'S STATUS

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

13. ASSIGNMENT

CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this

Agreement without the prior written consent of COUNTY CONNECTION.

14. COUNTY CONNECTION WARRANTIES

COUNTY CONNECTION makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

15. 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 of COUNTY CONNECTION, or the contract manager, ADA Director, shall represent and act for COUNTY CONNECTION.

16. TERMINATION

COUNTY CONNECTION shall have the right to terminate this Agreement for convenience or default at any time by giving written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a default by CONTRACTOR, COUNTY CONNECTION shall pay to CONTRACTOR in accordance with the provisions of Section 10 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 CONTRACTOR to effect such termination. If the Agreement is terminated for default, COUNTY CONNECTION shall remit final payment to CONTRACTOR in an amount to cover only those services performed and expenses incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination.

17. MAINTENANCE, AUDIT, AND INSPECTION OF RECORDS

All CONTRACTOR and subcontractors' costs incurred in the performance of this Contract will be subject to audit. CONTRACTOR and its subcontractors shall permit COUNTY CONNECTION, the Federal Transit Administration, or their authorized representatives to inspect, examine, make excerpts from, transcribe, and copy CONTRACTOR's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONTRACTOR pursuant to this Agreement. The CONTRACTOR shall also provide such assistance as may be required in the course of such audit. CONTRACTOR shall retain these records and make them available for inspection hereunder for a period of four

(4) years after expiration or termination of the Agreement.

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

18. EQUAL EMPLOYMENT OPPORTUNITY

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

19. NON-DISCRIMINATION ASSURANCE

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

20. CONFLICT OF INTEREST

CONTRACTOR 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 §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Agreement. The CONTRACTOR further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

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

No person previously in the position of Director, Officer, employee, or agent of the COUNTY CONNECTION may act as an agent or attorney for, or otherwise represent, CONTRACTOR by making any formal or informal appearance, or any oral or written communication, before the COUNTY CONNECTION, or any Officer or employee of the COUNTY CONNECTION, for a period of 12 months after leaving office or employment with the 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.

21. NOTICES

All communications relating to the day-to-day activities of the project shall be exchanged between COUNTY CONNECTION's Manager of Accessible Services and the CONTRACTOR's representative.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be 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 the COUNTY CONNECTION: COUNTY CONNECTION
Attn: General Manager 2477 Arnold Industrial
Way Concord, CA 94520-5327

If to the CONTRACTOR: _____
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.

22. 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.

23. APPLICABLE LAW

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

24. THIRD PARTY BENEFICIARIES

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

25. 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.

26. SEVERABILITY

If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of the circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Agreement in the event any provision hereof is declared illegal, invalid, or unenforceable.

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 :

CONTRACTOR:

By:

By:

Title: General Manager _____

Title: _____

APPROVED AS TO FORM:

By: _____

*By: _____

Attorney for COUNTY CONNECTION

Title: _____

Title: _____

* If the CONTRACTOR is a corporation, two officers of the corporations consisting of one from each of the following 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.