

REQUEST FOR PROPOSALS
SECURITY GUARD SERVICES

#2024-MA-03

RFP Issue Date	November 7, 2024
Pre-Proposal Meeting	November 14, 2024, 10:00AM PST
Deadline for Questions and Requests for Clarifications	November 21, 2024, 4:00PM PST
Agency's Response to Questions and Requests for Clarifications	November 28, 2024
Proposal Due Date	December 6, 2024, 2:00PM PST

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CENTRAL CONTRA COSTA TRANSIT AUTHORITY

NOTICE INVITING PROPOSALS

The Chief Operating Officer, Scott Mitchell, will receive sealed proposals in his office, located at 2477 Arnold Industrial Way, Concord, California 94520, until 2:00 p.m., on Friday, December 6, 2024, for:

SECURITY GUARD SERVICES

COUNTY CONNECTION PROJECT 2024-MA-03

Proposals must be submitted on Central Contra Costa Transit Authority's (County Connection) "Proposal Forms," and enclosed in a sealed envelope clearly marked "SECURITY GUARD SERVICES." Proposers shall submit one (1) original and one (1) copy of the proposal.

A pre-proposal meeting and job walk will be conducted on November 14, 2024, at 10:00 a.m. at the County Connection Maintenance Building, located at 2477 Arnold Industrial Way, Concord, CA 94520. Although attendance at the pre-proposal meeting is not mandatory, it is strongly encouraged to ensure Proposers are familiar with the Scope of Work.

County Connection hereby notifies all Proposers that it is the policy of County Connection to ensure nondiscrimination on the basis of race, color, sex or national origin in the award and administration of contracts that it awards. County Connection has committed to a three-year, overall DBE goal of 5.9% for the participation of small and disadvantaged business enterprises. Proposers are urged to obtain Disadvantaged Business Enterprise (DBE) and/or Small Business Enterprise (SBE) participation for this contract, although there is no contract-specific DBE or SBE goal. Proposers are encouraged to attend the pre-proposal meeting to better understand the applicable DBE and SBE requirements. For assistance, contact Kristina Martinez, DBE Officer, at (925) 680-2031 or kmartinez@cccta.org.

County Connection reserves the right to reject any and all proposals or to waive any irregularity or informalities in any proposal or in the solicitation process or procedures, or to postpone the proposal due date when in the best interests of County Connection. No Proposer may withdraw its proposal for a period of one hundred twenty (120) days after the proposal due date. Each Proposer will be notified of award of contract, if award is made.

At the time of proposal submission, proposers and any approved subcontractors shall hold current and valid licenses and certifications required by California law.

Contract documents may be inspected and obtained at County Connection's office at 2477 Arnold Industrial Way, Concord, California 94520. Requests for contract documents or general questions may be directed to Kevin Finn, Manager of Grants and Purchasing, at the address above, or by phone at (925) 680-2087, or by email at Finn@cccta.org

Copies of the Request For Proposals may be downloaded at County Connection's website at countyconnection.com.

Date: November 7, 2024

WILLIAM CHURCHILL, GENERAL MANAGER

REQUEST FOR PROPOSALS

TO PROVIDE SECURITY GUARD SERVICES

1. INTRODUCTION

The Central Contra Costa Transit Authority (County Connection) is seeking to award a contract for security guard services for its property at 2477 Arnold Industrial Way, Concord, CA. Refer to Attachment I, Scope of Work, for detailed requirements.

A. County Connection

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. The County Connection service area encompasses 200 square miles with a population just over 540,000.

B. Proposal Request

County Connection is seeking proposals from qualified contractors to provide security guard services for a base term of three (3) years commencing January 1, 2025, and ending on December 31, 2028. The contract will also include two one-year option terms that may be exercised at County Connection's sole discretion.

2. PROPOSAL DUE DATE

Proposers must submit one (1) original and one (1) copy of their sealed, written proposal to County Connection's Administrative Headquarters, 2477 Arnold Industrial Way, Concord, California 94520 by 2:00 PM, December 6, 2024. The envelope must be addressed to the attention of Kevin Finn and Joshua Wiens, Project Managers, and have "Request for Proposals 2024-MA-03, Security Guard Services" written on the envelope.

Proposals received after the time or at any place other than stated herein will not be accepted or considered by the agency. Postmarks are not an acceptable substitution for submittal by the required deadline. Proposals shall be prepared, presented and negotiated at the sole cost of the Proposer.

3. PRE-PROPOSAL MEETING

An optional pre-proposal meeting and job walk will be conducted on November 14, 2024, at 10:00 AM at the County Connection Maintenance Building, located at 2477 Arnold Industrial Way, Concord, CA 94520. Although attendance at the pre-proposal meeting is not mandatory, it is strongly encouraged to ensure Proposers are familiar with the Scope of Work.

4. INTERPRETATION OF SPECIFICATIONS

Any questions and/or requests for clarification regarding this RFP must be emailed to Kevin Finn, Manager of Grants and Purchasing, at Finn@cccta.org and received by 4:00 PM on November 21, 2024. Any modification of these specifications will be made in writing by addendum and posted on County Connection's website at countyconnection.com. Oral interpretations will not be binding on County Connection.

5. WITHDRAWAL OF PROPOSAL

Submission of a proposal shall constitute a firm offer to County Connection for one hundred twenty (120) days from the proposal due date. A Proposer may withdraw its proposal any time before the date and time when proposals are due, without prejudice, by submitting a written request via email, mail, or fax for its withdrawal to Lathina Hill, County Connection Board Clerk at 2477 Arnold Industrial Way, Concord, CA 94520, Fax: 925-680-2049, email: hill@cccta.org. A telephone request is not acceptable.

6. SCOPE OF WORK

The Scope of Work for the Security Guard Services is described in Attachment I, Scope of Work.

7. COMMUNICATIONS AND CONTACT DURING RFP PROCESS

Upon the issue date of this RFP, any and all communication between any and all prospective Proposers and County Connection must be directed to the County Connection staff indicated in this RFP. Under no circumstances is it allowable for any member of a prospective Proposer or their representative to contact a member of the Board of Directors for County Connection to discuss this RFP or anything remotely related or connected to it. This prohibition shall be in effect until the successful Proposer and County Connection execute an awarded contract.

This requirement will be automatically waived for the express purpose of the County Connection Board of Directors or their sub-committees to conduct interviews with or receive formal presentations from prospective Proposers at formal and public meetings, if any, at the request of the County Connection Board of Directors. 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.

Any violation of these requirements may automatically disqualify a Proposer.

8. PROPOSER'S REPRESENTATIONS

By submitting a proposal, the Proposer affirms (a) that he/she is familiar with all requirements of the RFP and has sufficiently informed himself/herself in all matters affecting the performance of the work or the furnishing of the labor, supplies, materials, equipment or facilities called for in this RFP; (b) that he/she has checked the proposal for errors and omissions; and (c) that the prices stated are correct and as intended by the Proposer and are a complete statement of his/her prices for performing the work or furnishing the labor, supplies, materials, equipment or facilities required.

9. PROPOSAL CONTENT

Proposals must be typed and fully address each item below. Proposals must provide sufficient detail and demonstrate the Proposer's ability to meet the requirements of this RFP. Proposals that do not include all the required information and fully completed proposal forms may be rejected as non-responsive. Proposers must include the following:

A. Cover Letter

The cover letter should summarize the major points contained in the proposal, and be signed by a representative of the firm with the authority to negotiate and bind the firm. The Proposer must acknowledge that their Proposal is firm for at least one hundred twenty (120) days from the due date for the Proposals. The Proposer must indicate whether there are any conflicts of interest that would limit its ability to provide the requested services. See Section 17 below. The proposal must also provide any required disclosures pursuant to the Levine Act. See Section 18 below. The proposal must indicate that the proposer is prepared to sign the Agreement for Professional

Services Agreement or clearly state the exceptions the proposer is taking to the agreement, if any. See Section 12.

B. Firm Profile

Each Proposer should provide the firm's name, business address, and telephone number, as well as a brief description of the firm's size (nationally and locally), date of establishment, type of organization, and local organization structure. If the Proposer is a joint-venture partner, describe the organizational arrangement and roles and responsibilities between the firms.

C. Qualifications

Each Proposer must provide information about its company so that County Connection can evaluate the firm's stability and ability to perform the services. County Connection may require a Proposer to provide additional information and/or clarify information submitted.

Proposers must possess the following qualifications:

1. Experience. The proposal must demonstrate that proposers have the following experience:
 - A minimum of three years' experience providing Security Guard Services similar in scope to those described in Attachment I.
 - Experience providing the services described in Attachment I for similar operations and/or entities, including public transportation agencies, if any. Proposers should also indicate whether they have provided similar services in the San Francisco Bay Area.
 - Familiarity with applicable laws and regulations and generally accepted industry practices and principles.
2. Staff Training and Qualifications.
 - The proposal must demonstrate that the proposer's staff and guards, including guard supervisors, are sufficiently and adequately trained to manage the various functions required in Attachment I without subcontracting.
 - The proposal must include information on employee recruitment, training and supervision policies.
 - The proposal should also demonstrate that the proposer's staff and guards, including guard supervisors, are able to understand, speak, read and write English at a proficiency level that allows for effective communication with County Connection staff, customers, vendors, contractors and the general public.
3. Vehicles and Equipment. The proposal must demonstrate that the proposer has sufficient vehicles and equipment available to effectively and adequately perform the services required in Attachment I.
4. Insurance. The proposal must demonstrate the Proposer's ability to meet the insurance requirements set forth in the sample agreement.
5. Licenses. The Proposer must be properly licensed and/or certified as a provider of Security Guard Services. The Proposer must have a current and valid Private Patrol Operator License in good standing issued by the Bureau of Security and Investigative Services.

6. Financial Stability and Qualifications. The Proposer must possess sufficient financial strength, resources and capability to support and enable the work to be performed and to complete the Agreement in a satisfactory manner. The Proposer must provide financial income statements and balance sheets for the past two years as well as any information regarding pending financial issues, including any pending litigation or administrative actions against the organization that may impact its financial capacity.
7. References. Proposer will provide a minimum of three (3) references who have received services from Proposer similar to those requested in this RFP. For each reference, Proposers must supply a brief description of the services provided, the timeframe services were provided, and client contact information
8. Subcontracting. The Contractor shall assume full responsibility for all services in Attachment I and not subcontract any portion of the required services without the express prior written approval of County Connection.

D. Approach to Scope of Work

Proposer must describe its approach to providing the services described in the Scope of Work. Proposer should address how it plans to meet each of the requirements in the Scope of Work. The method and approach should be addressed in a manner that reflects the Proposer's understanding and commitment to providing services as needed in a professional and timely manner. Proposer should describe:

- How its firm will ensure the delivery of consistent quality service to meet County Connection's standards, and discuss quality assurance programs or methodology that its firm uses to ensure quality service.
- How its firm will handle any frequently reoccurring issues with unsatisfactory service.
- How its firm will schedule, supervise, and train staff to meet the service standards in the Scope of Work.
- Its ability to quickly respond to a local, regional, national emergency or elevated threat levels.

E. Key Personnel and Staffing

The Proposer must identify all key personnel who will manage and provide the services. The proposal must describe all key personnel's relevant experience. The Proposer should also provide an organization chart that identifies the proposed team's structure and reporting responsibilities. The key personnel must be available for interview by County Connection staff, if desired.

F. Compensation

Proposers must include hourly rates and total annual cost on Proposal Form, Exhibit A. Hourly rates must include all direct labor, materials, taxes, profit, overhead, insurance, employee benefits, vehicle costs, and other costs and expenses.

G. Licenses and Certifications

Proposers must be properly licensed and/or certified as a provider of Security Guard Services by the Bureau of Security and Investigative Services . Moreover, the Contractor must maintain a valid Private Patrol Operator License in current and good standing during the entire term of the Contract, including any option extensions.

Proposer must submit evidence of licensure with its proposal.

Contractor must provide a copy of its licenses and/or certifications within fourteen calendar days of County Connection's written notice of contract award and annually within fourteen calendar days of the Contract anniversary date, including extension if any.

H. Required Forms

Proposals must be accompanied by the following documents, which are included in this RFP. Proposals that are not accompanied by these completed documents may be rejected as nonresponsive.

1. Proposal Form, Exhibit A.
2. List of Prime Contractor and Subcontractors/Suppliers

10. EVALUATION, SELECTION AND AWARD

County Connection will evaluate and select the winning proposers through the process described below. County Connection will award a contract to the highest ranked, most qualified, responsible Proposer that submits a responsive proposal that County Connection considers to be most advantageous to the agency based on the process and the Selection Criteria set forth below.

County Connection reserves the right to request additional information from proposers, request revised proposals, request Best and Final Offers (BAFO), reject any and all proposals, waive any informality in the proposals, withdraw this RFP at any time, delay or change the date of contract award or contract commencement, and decline to award a contract.

The screening, evaluation, and selection process will be as follows:

Step 1.

County Connection will conduct a preliminary review of Proposals to determine whether the proposals are responsive. Proposals meeting the requirements specified in this RFP will be considered responsive and included in Step 2.

Step 2.

An evaluation/selection committee, made up of County Connection staff, will evaluate responsive proposals, based on the Selection Criteria below. Following the initial review and screening of all proposals, one or more firms may be invited to participate in the final selection process, which may include the submission of additional information, as requested by County Connection, participation in an oral interview, negotiations, or submission of a BAFO. However, County Connection reserves the right to award a contract without conducting oral interviews, negotiations or requesting BAFOs.

Step 3.

Following the final selection process, based on the results of final scoring, the evaluation/selection committee will recommend one Proposer for contract approval. Upon award of contract, if any, County Connection will prepare a contract for execution by the successful Proposer that incorporates this RFP, any addenda and the contractor's proposal as accepted by County Connection.

11. SELECTION CRITERIA

The evaluation/selection committee will evaluate the proposals submitted according to the following criteria:

- * Qualifications described in Section 9.C, including Experience, Training, Licensing, and References.....40%
- * Experience of Key Personnel.....10%
- * Estimated Grand Total Proposal Price for a Three-Year Period (and Two One Year Option Terms)25%
- * Approach to Scope of Work10%
- * Geographic Location of Security Company’s Main Office.....15%

Total.....100%

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 with County Connection. A sample Agreement is attached hereto 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 for County Connection's consideration. With the exception of any such additions, deletions, and modifications, the Proposer will, by making a proposal, be deemed to have accepted the terms of the Agreement. County Connection will not consider requests for modifications unless such requests were submitted with the proposal.

In particular, Proposers are directed to review the indemnification and insurance requirements set forth in Sections 14 and 15 of the Sample Agreement for Professional Services.

13. DISADVANTAGED BUSINESS ENTERPRISES

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 (DBEs) 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 DBEs 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.

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 part of its DBE Program. DBEs are often eligible for certification as Small Business Enterprises (SBEs); therefore, County Connection also encourages the participation of certified SBEs, who meet the current SBA business size standard.

The Contractor 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 Contractor (and any subcontractors) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor (and any subcontractors) shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor (and any 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, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible.

By submitting a proposal, the Contractor is deemed to have made the foregoing assurance and to be bound by its terms. County Connection reserves the right to request additional information regarding DBE or SBE participation in this Contract.

A completed and signed List of Prime Contractor and Subcontractors/Suppliers form must be submitted with the proposal. This form includes information about the Proposer and all subcontractors/suppliers that provided a bid, quote or proposal for this contract.

Any Proposer who would like additional information regarding DBE or 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, kmartinez@cccta.org.

14. PROTEST PROCEDURES

County Connection maintains written procedures that must be followed for all 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 the proposal due date. 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 staff's notice of 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 County Connection's written Protest Procedures may result in rejection of the protest. Copies of the complete Protest Procedures are available by contacting County Connection.

15. CONFIDENTIALITY OF PROPOSALS

The California Public Records Act (California Government Code Sections 7920.000 et seq.) (PRA) 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 must request that County Connection withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential and providing an explanation of why the information is exempt from disclosure under the PRA. The Proposer may not designate its entire proposal or bid as confidential. Additionally, Proposer may not designate its cost proposal or any required forms or certifications as confidential.

By submitting a proposal, Proposer agrees that, if Proposer requests that County Connection withhold from disclosure information identified as confidential, and County Connection complies with the Proposer's request, Proposer will 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 information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer will 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 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.

16. TENTATIVE SCHEDULE

A tentative schedule of significant events is provided below. County Connection reserves the right to modify this schedule and any specific time-of-day deadlines.

- A. Request for Proposals Issued – November 7, 2024
- B. Pre-Proposal Meeting – November 14, 2024, 10:00 AM
- C. Deadline for Questions and Requests for Clarifications – November 21, 2024, 4:00 PM
- D. Deadline for County Connection's Response to Questions and Requests Clarifications - November 28, 2024
- E. Proposal Due Date – December 6, 2024, 2:00 PM via a Zoom Meeting. The link to attend the Zoom Proposal Opening to be posted to County Connection's website at www.countyconnection.com.

These tentative dates, including service start-up, are subject to change at the sole discretion of County Connection.

17. CONFLICT OF INTEREST

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

Depending on the nature of the work performed, the selected contractor may be required to publicly disclose financial interests under County Connection's Conflict of Interest Code. The selected

contractor agrees to promptly submit a Statement of Economic Interests on the form provided by County Connection upon receipt.

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

18. LEVINE ACT

The Levine Act (Government Code 84308) is part of the California Political Reform Act of 1974. 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 twelve 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 their proposal. This duty applies to the Proposer's company, any member of their team, any agents for the Proposer or other team members and to the major shareholders of any closed corporation that is part of the Proposer's team. If Proposer has made a contribution that needs to be disclosed, Proposer must include this information with their proposal.

19. ATTACHMENTS AND RFP FORMS

-ATTACHMENT I, SCOPE OF WORK, SCHEDULE OF SERVICE, AND FREQUENTLY ASKED QUESTIONS

-FORMS:

-EXHIBIT A – PROPOSAL FORM

-LIST OF PRIME CONTRACTOR AND SUBCONTRACTORS/SUPPLIERS

-ATTACHMENT II, SAMPLE AGREEMENT

ATTACHMENT I
SCOPE OF WORK

Central Contra Costa Transit Authority (County Connection) is in need of Security Guard Services for its property at 2477 Arnold Industrial Way, Concord, CA. The Proposer may include additional services beyond this Scope of Work in its proposal, but the minimum acceptable Scope of Work will be the tasks listed in this attachment.

At a minimum, County Connection will require the following of the Contractor and its personnel:

1. Contractor shall require its personnel to maintain a guard report for each shift indicating the guard's name, time on post, time off post, who he/she relieved, the signature of the departing guard if a relief is being done, regular indications of the condition of the post, and entries for any abnormal condition which may be encountered. The original of the guard report shall be turned into the County Connection Facility Superintendent daily.
2. In the event an incident takes place on the post, an Incident Report shall be completed and the original copy submitted to the County Connection Facility Superintendent.
3. The primary guard location is the guard shack with periodic drive-arounds on County Connection's lower property. The guard's primary purpose is to remain at the main entrance gate maintaining a vigilant watch on the County Connection's bus fleet for vandalism and fire, and shall otherwise remain alert for any abnormal movement of vehicles after the County Connection personnel have left the property.
4. The guard service provided shall be for an unarmed patrol type of service.
5. The Contractor shall provide a cellular telephone for the use of its guard for the purpose of contacting Contractor's office and, in the event of an incident requiring outside assistance, contact to the Concord Police or Contra Costa Fire Department. At no time will County Connection make telephone services available to the guard on duty.
6. In general, the guard's duties are a patrol of County Connection's property and monitoring of the activities at the bus entrance gate.
7. Restroom facilities are available in the Service/Wash Building and, therefore, the guard shall not be permitted to enter the County Connection Administration Building, Maintenance Building or Paratransit Building.
8. During the weekend shifts and during some holiday services, there will be occasion for guards to be directly relieving one another on site. On these occasions, the guard being relieved shall sign the first line of the next guards report and the relieving guard shall sign the last line of the relieved guards report. Any falsification of signatures shall be grounds for immediate dismissal of the offending guard(s) from this post.
9. At no time and for no reason shall any guard ever sleep while on duty at this post. Sleeping on duty will result in a request for immediate disciplinary action and removal of the guard from the post.

10. The only County Connection facility to be available to the guard on duty is the restroom in the Service/Wash Building. Contractor's employees are not to use the County Connection Service/Wash facility for the washing of their personal vehicles.
11. Contractor shall supply each and every guard who stands this post a complete company uniform. All logos shall be readily recognizable as a security company logo. The intent here is that the guard on duty shall present a professional appearance and an appearance of authority.
12. Guards shall not operate County Connection vehicles.
13. Contractor shall develop and maintain a training program for the County Connection site and every guard assigned to the post shall have been certified to stand the post prior to his/her first assignment. Contractor shall demonstrate the training program to County Connection staff at the beginning of the Contract period and shall re-familiarize County Connection staff with any changes made to the program thereafter.
14. Contractor shall maintain a current listing of contact names and telephone numbers, other than the Contractor's answering service, for County Connection to utilize in contacting Contractor Supervisory/Management personnel in the event of a situation on the post involving guard performance.
15. Contractor's employees shall be instructed to not fraternize with County Connection employees.

SCHEDULE OF SERVICE

All hours indicated are paid hours to the guard actually providing the service.

MONDAY THROUGH SATURDAY: 9:00 PM TO 5:00 AM

SUNDAY: 5:00 AM SUNDAY TO 5:00 AM MONDAY

HOLIDAYS: NEW YEAR'S DAY
 MEMORIAL DAY
 INDEPENDENCE DAY
 LABOR DAY
 THANKSGIVING DAY
 CHRISTMAS DAY

FREQUENTLY ASKED QUESTIONS

- Question: Are there any additional security guard services to this contract?
Answer: No, but additional services are not excluded should circumstances warrant.
- Question: Are vehicles required for this bid?
Answer: Yes. The number and type of vehicles are at the discretion of the proposer.
- Question: During the past 12 months, what has been the billable overtime?
Answer: Overtime worked is included in the fully-loaded rate.
- Question: Should the salary rate be based on one rate across the board or is it based on the living wages for each specific district?
Answer: Salary rates are not part of this contract.
- Question: Who will be the contractor's sole point of contact for daily security operations?
Answer: County Connection's Manager of Safety and Security, or his/her designee.
- Question: Are the current staffing levels adequate?
Answer: Yes.
- Question: Does the contractor provide any laptops, printers or office equipment to the security office?
Answer: County Connection does not provide office equipment. County Connection provides a chair and desk in the guard shack with a heater and A/C.
- Question: Do we need an original wet signature on the "original" version of the RFP?
Answer: Yes. Wet signatures are required on the original proposal.

EXHIBIT A
PROPOSAL FORM
CENTRAL CONTRA COSTA TRANSIT AUTHORITY
Concord, California
SECURITY GUARD SERVICES

ITEM I	Annual labor costs:	<u>Hourly Rate*</u>	<u>Hours x Hourly Rate</u>
	3,640 hours @ straight time (number of hours is approximate)	\$ _____	\$ _____
ITEM II	144 Holiday premium hours (number of hours is approximate)	\$ _____	\$ _____
TOTAL ANNUAL COST:			\$ _____

ITEM III Overtime Rate (if applicable) \$ _____

* Hourly rates must include all direct labor, materials, taxes, profit, overhead, insurance, employee benefits, vehicle costs, and other costs and expenses.

ADDENDA RECEIVED (If none received, write "None Received")

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

LIST OF PRIME CONTRACTOR AND SUBCONTRACTORS/SUPPLIERS

Contractor's Name: _____
 Owner or Contact Person: _____
 Address: _____
 Phone: (____) _____ Email: _____

Disadvantaged Business Enterprise: Yes* _____ No _____
 Title: _____
 Firm's Annual Gross Receipts**: _____
 NAICS Code(s) Applicable: _____

Small Business Enterprise: Yes* _____ No _____
 Owner's Race/Gender: _____
 Age of Firm: _____

*If yes, provide documentation showing the firm's current certification status.

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

Company Name/Address/Phone/Email Owner's Name or Contact Person Owner's Race/Gender		DBE/SBE NonDBE	Description of Work, including applicable NAICS codes Type of Materials/Supplies.	Dollar Amount of Work/Supplies	Proposal/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 proposal/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 II

SAMPLE PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____, 20____, by and between the CENTRAL CONTRA COSTA TRANSIT AUTHORITY (COUNTY CONNECTION) and _____ (“CONTRACTOR”).

WHEREAS, COUNTY CONNECTION desires to obtain Security Guard Services, as set forth in Exhibit A, and has issued a Request for Proposals dated _____, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONTRACTOR desires to furnish such services, and has submitted a proposal dated _____, 20____, 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 COUNTY CONNECTION in accordance with the terms and conditions of this Agreement. In the performance of its work, the CONTRACTOR represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment ordinarily employed by contractors with special expertise in Security Guard Services; (2) carries all applicable licenses, certifications, and registrations in current and good standing that may be required under applicable law or regulations to perform the services; and (3) will retain all such licenses, certifications, and registrations in active status throughout the duration of this engagement.

2. SCOPE OF WORK

The CONTRACTOR shall perform all work and furnish all the labor, materials, tools, equipment, services, and incidentals as set forth in Exhibit A, as supplemented by Exhibit B, except when inconsistent with Exhibit A.

3. TERM OF AGREEMENT

The term of this Agreement will be for a three-year base term, commencing upon COUNTY CONNECTION’S issuance of a written Notice to Proceed . The CONTRACTOR shall furnish COUNTY CONNECTION with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in Exhibits A and B.

COUNTY CONNECTION reserves the right, in its sole discretion, to exercise up to two one-year option term(s) to extend the Agreement, pursuant to the terms of this Agreement. If COUNTY CONNECTION determines to exercise the option term(s), COUNTY CONNECTION will give the CONTRACTOR at least 30 days’ written notice of its determination.

It is further understood that the term of Agreement, and any option term(s) granted thereto, are subject to COUNTY CONNECTION’S right to terminate the Agreement in accordance with Section 22 of this Agreement.

4. 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 are and shall be the property of COUNTY CONNECTION. COUNTY CONNECTION shall be entitled to copies and access to 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.

The CONTRACTOR 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.

5. 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 the 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. The CONTRACTOR, its employees, subcontractors, subconsultants, and agents, shall not release any reports, information, promotional or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of COUNTY CONNECTION'S General Manager.

6. USE OF SUBCONTRACTORS

The 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, reprographics, typing, and printing. The CONTRACTOR shall be solely responsible for reimbursing any subcontractors and COUNTY CONNECTION shall have no obligation to them.

7. CONTRACTOR'S 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 CONTRACTOR to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the CONTRACTOR and approval by COUNTY CONNECTION, which will not be unreasonably withheld, the CONTRACTOR may substitute this person with another person, who will possess similar qualifications and experience for this position.

8. CHANGES

COUNTY CONNECTION may, make changes at any time, by written order, within the scope of services described in this Agreement. If such changes cause an increase or decrease 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 16 of this Agreement or in the time of required performance as set forth in Section 3, 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, or identifies any COUNTY CONNECTION conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONTRACTOR regards as a change to the contract terms and conditions, 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 or time. 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 or time. 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 discretion, result in nonpayment of the invoices reflecting such work.

9. CLAIMS OR DISPUTES

The CONTRACTOR 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 CONTRACTOR claims before the CONTRACTOR has performed any disputed work. Therefore, CONTRACTOR's failure to provide timely notice shall constitute a waiver of CONTRACTOR's claims for additional compensation and/or time.

The CONTRACTOR 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 potential claim. The potential claim shall set forth the reasons for which the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 the Agreement. The CONTRACTOR shall maintain cost records of all work which is the basis of any dispute.

COUNTY CONNECTION and CONTRACTOR agree to attempt in good faith to resolve all disputes informally. If agreed to by both parties, alternate methods of dispute resolution, such as mediation, may be utilized. Unless otherwise directed by COUNTY CONNECTION, the CONTRACTOR shall continue performance under this Agreement while matters in dispute are being resolved.

If an agreement can be reached which resolves the CONTRACTOR claim, the parties will execute an Agreement modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONTRACTOR claim, they may choose to pursue a dispute resolution process or termination of the Agreement.

10. DISADVANTAGED BUSINESS ENTERPRISES

COUNTY CONNECTION, as a recipient of Federal financial assistance from the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA), is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Program for contracts in accordance with Federal regulations 49 CFR §26, issued by the U.S. Department of Transportation (DOT).

It is the policy of COUNTY CONNECTION to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBE) 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 bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. Concerning the performance of this Agreement, the CONTRACTOR will cooperate with COUNTY CONNECTION in meeting these commitments and objectives.

Pursuant to 49 CFR §26.13, and as a material term of any agreement with COUNTY CONNECTION, the CONTRACTOR hereby makes the following assurance and agrees to include this assurance in any agreements it makes with subcontractors in the performance of this contract:

“The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR §26 in the award and administration of U.S. DOT-assisted contracts. Failure by the CONTRACTOR or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as COUNTY CONNECTION deems appropriate.”

11. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

In connection with the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. 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, national origin, or any other characteristic protected under state, federal, or local laws. 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. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The CONTRACTOR will, in all solicitations or advancements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by COUNTY CONNECTION, advising the labor union or workers' representative of the CONTRACTOR's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by COUNTY CONNECTION and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the CONTRACTOR's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The CONTRACTOR will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

12. CONFLICT OF INTEREST

Depending on the nature of the work performed, a CONTRACTOR of COUNTY CONNECTION is subject to the same conflict of interest prohibitions established by California law that govern COUNTY CONNECTION 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, CONTRACTOR and their employees may be required to disclose financial interests.

The CONTRACTOR 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 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. Upon receipt, the CONTRACTOR agrees to promptly submit a Statement of Economic Interests on the form provided by COUNTY CONNECTION.

No person previously in the position of Director, Officer, employee or agent of COUNTY CONNECTION during his or her tenure or for one (1) year after that tenure will have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONTRACTOR 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 one (1) year 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.

13. NON-DISCRIMINATION ASSURANCE –TITLE VI OF THE CIVIL RIGHTS ACT

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 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CONTRACTOR 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 CONTRACTOR shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Agreement. 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 CCCTA deems appropriate.

14. RESPONSIBILITY: INDEMNIFICATION

The CONTRACTOR shall indemnify, keep and save harmless COUNTY CONNECTION, and its members, 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 CONTRACTOR or its employees, subcontractors, or agents; or

(B) Any allegation that materials or services provided by CONTRACTOR 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 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 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, CONTRACTOR shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

15. 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. CONTRACTOR is also required to assess the risks associated with the 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 risks; the limit for the commercial general liability insurance in each subcontract shall not be less than **\$1 million** per occurrence or claim and a general aggregate limit of at least **\$2 million**. Such insurance shall remain in full force and effect throughout the term of this Agreement. To the extent that any Agent does not procure and maintain such insurance coverage, CONTRACTOR shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling CONTRACTOR's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event CONTRACTOR or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the CONTRACTOR's insurance be primary without any right of contribution from 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.

A. Types of Insurance

1. Workers' Compensation and Employers' Liability Insurance

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

2. Commercial General Liability Insurance

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

- a. This insurance shall include coverage for, but not be limited to:
- Premises and operations.
 - Products and completed operations.
 - Contractual liability.
 - Personal injury.
 - Advertising injury.
 - Explosion, collapse, and underground coverage (xcu).
 - Broad form property damage.
- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
- Additional Insured.
 - Cross Liability or Severability of Interests Clause.
 - Primary and Non-Contributory wording.
 - Waiver of Subrogation.

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

3. 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 or claim and a general aggregate limit of at least **\$2 million**.

- a. This insurance shall include coverage for, but not be limited to:
- All Owned vehicles.
 - Non-owned vehicles.
 - Hired or rental vehicles.
- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
- Additional Insured.
 - Primary and Non-Contributory wording.
 - Waiver of Subrogation.

4. Property Insurance

Property and/or transit insurance, whichever is applicable, with Special Form coverage including theft but excluding earthquake, with limits at least equal to the replacement cost of the property described below.

- a. This insurance shall include coverage for, but not be limited to:
- CONTRACTOR's own business personal property and equipment to be used in performance of this Agreement.
 - Materials or property to be purchased and/or installed on behalf of COUNTY CONNECTION, if any.
- b. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

- Waiver of Subrogation.

B. Endorsements

1. Additional Insured

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

2. Waiver of Subrogation

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

3. Primary Insurance

The referenced policies and any Excess or 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 affected or which may be affected by COUNTY CONNECTION.

4. Severability of Interests or Cross Liability

The referenced policies and any Excess or Umbrella policies shall contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of COUNTY CONNECTION 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 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 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.

C. Evidence Of Insurance

All Coverages - Prior to commencing work or entering onto the Property, CONTRACTOR shall provide the Chief Operating Officer of 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's Chief Operating Officer.

D. General Provisions

1. 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's Chief Operating Officer.

2. Acceptable Insurers

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

3. 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.

4. 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 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 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.

16. COMPENSATION

Compensation for satisfactory performance of the services included in Section 2 will be paid at the hourly labor rates stated in Exhibit B. The agreed upon hourly labor rates shall include all direct labor, materials, taxes, profit, overhead, insurance, employee benefits, vehicle costs, and other costs and expenses incurred by the CONTRACTOR necessary for the performance of all the services called for under this Agreement.

The hourly rates in Exhibit B shall remain firm during the entire first year term of this Agreement. For each subsequent year of the Agreement, the CONTRACTOR will be allowed, upon written request, to adjust prospectively its hourly rates that will apply during that year. If requested, the hourly rates may be adjusted by the increase, as measured over the most recent twelve month period preceding the Effective Date of the adjustment, of the Consumer Price Index (CPI) for the San Francisco/Oakland/Hayward area as evidenced by the Bureau of Labor Statistics CPI figures. The CPI adjustment, if any, is subject to a maximum increase of 3% in any one year. The Effective Date of the CPI adjustment, if any, is (1) the date of the CONTRACTOR's request, or (2), in the event CONTRACTOR's request is made less than 60 days prior to the anniversary date of this Agreement, the first day of the second or subsequent year of the Agreement. Only one CPI adjustment will be made for each year of the Agreement term.

Should COUNTY CONNECTION decide to exercise its option term(s), it will endeavor to give written notice to the CONTRACTOR 30 days in advance of the expiration of base term. The then current hourly rates shall remain the

same for the option term(s) of the Agreement, if exercised, unless otherwise adjusted in accordance with the CPI adjustment procedures above.

17. MANNER OF PAYMENT

CONTRACTOR shall submit monthly invoices detailing the services provided during the billing period. Invoices shall itemize, by personnel, the number of hours devoted by CONTRACTOR to work under this Agreement, applicable hourly rates in accordance with the fee schedule described in Exhibit B. Invoices shall be mailed or delivered to COUNTY CONNECTION at 2477 Arnold Industrial Way, Concord, CA 94520.

COUNTY CONNECTION will endeavor to pay approved invoices within 30 days of their receipt. COUNTY CONNECTION reserves the right to withhold payment to the CONTRACTOR if COUNTY CONNECTION determines that the quantity or quality of the work performed is unacceptable. COUNTY CONNECTION will provide written notice to the CONTRACTOR within 10 calendar days of COUNTY CONNECTION's decision not to pay and the reasons for non-payment. Final payment will be withheld until CONTRACTOR performs all required Agreement expiration or termination obligations. If CONTRACTOR disagrees with COUNTY CONNECTION's decision not to pay and the reasons for non-payment, it must provide written notice detailing the reasons why it disputes COUNTY CONNECTION's decision to COUNTY CONNECTION within 30 calendar days of COUNTY CONNECTION's notice. If CONTRACTOR does not provide written notice in accordance with this section, it waives all rights to challenge COUNTY CONNECTION's decision.

18. 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.

19. ASSIGNMENT

The 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.

20. COUNTY CONNECTION WARRANTIES

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

21. COUNTY CONNECTION REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of COUNTY CONNECTION, COUNTY CONNECTION'S Chief Operating Officer or such person or persons as they shall designate in writing from time to time, shall represent and act for COUNTY CONNECTION.

22. TERMINATION

A. Termination for Convenience. COUNTY CONNECTION shall have the right to terminate this Agreement for convenience at any time by giving thirty days written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to effect the termination. In the event of termination for convenience, the CONTRACTOR shall be compensated in accordance with the provisions of Sections 15 and 16 for the services performed and expenses incurred to the date of such termination, plus any reasonable costs and expenses which are reasonably and necessarily incurred by CONTRACTOR to effect such termination. CONTRACTOR is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant

to this Agreement as of the date of termination are the property of COUNTY CONNECTION upon the effective date of the termination for convenience. CONTRACTOR and its subcontractors must cooperate in good faith in any transition to other vendors or consultants as COUNTY CONNECTION deems necessary. Failure to so cooperate is a breach of the Agreement and grounds for the termination for convenience to be treated as a termination for default.

B. Termination for Default. If the CONTRACTOR fails to perform any of the provisions of this Agreement, COUNTY CONNECTION may find the CONTRACTOR to be in default. After delivery of a written notice of default COUNTY CONNECTION may terminate the Agreement for default if the CONTRACTOR 1) does not cure such breach within 7 calendar days; or 2) if the nature of the breach is such that it will reasonably require more than 7 days to commence curing, as determined in COUNTY CONNECTION's discretion, provide a plan to cure such breach which is acceptable to COUNTY CONNECTION within 7 calendar days. If the CONTRACTOR cures the default within the cure period but subsequently defaults again, COUNTY CONNECTION may immediately terminate the Agreement without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against the CONTRACTOR or for appointment of a receiver for CONTRACTOR'S property, COUNTY CONNECTION may terminate this Agreement immediately without a cure period. Upon receipt of a notice of termination for default, the CONTRACTOR may not commit itself to any further expenditure of time or resources. COUNTY CONNECTION shall remit final payment to CONTRACTOR in an amount to cover only those services performed and expenses incurred in accordance with the terms and conditions of this Agreement up to the effective date of termination. COUNTY CONNECTION is not in any manner liable for the CONTRACTOR's actual or projected lost profits had the CONTRACTOR completed the services required by this Agreement, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Agreement become the property of COUNTY CONNECTION upon the effective date of the termination for default.

C. The rights and remedies of COUNTY CONNECTION provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

23. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All CONTRACTOR and subcontractor/subconsultant costs incurred in the performance of this Agreement will be subject to audit. The CONTRACTOR and its subcontractors/subconsultants will permit COUNTY CONNECTION, the State Comptroller, and their authorized representatives, to inspect, examine, take excerpts from, transcribe, and copy the 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 will also provide such assistance as may be required in the course of such audit. COUNTY CONNECTION will 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 Agreement 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.

24. NOTICES

All communications relating to the day to day activities of the project shall be exchanged between COUNTY CONNECTION'S Project Managers, or designee, and the CONTRACTOR's _____. 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 COUNTY CONNECTION:

Kevin Finn and Joshua Wiens, Project Managers
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520

32. BINDING ON SUCCESSORS

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

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: (See footnote*)

CENTRAL CONTRA COSTA TRANSIT AUTHORITY

By: _____

By: _____

Title: General Manager

Title: _____

By: _____

ATTEST: _____

Title: _____

By: _____
Secretary for COUNTY CONNECTION

APPROVED AS TO FORM:

By: _____
Attorney for COUNTY CONNECTION

***Note: If the CONTRACTOR is a Corporation, this Agreement must be executed by two Corporate Officers, consisting of:**

- (1) the President, Vice President or Chair of the Board, *and*
- (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant Chief Financial Officer, Treasurer, or Assistant Treasurer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided that evidence satisfactory to COUNTY CONNECTION is provided demonstrating that such individual is authorized to bind the Corporation (e.g. a copy of a certified resolution from the Corporation's Board or a copy of the Corporation's bylaws.)