

REQUEST FOR PROPOSALS
2025-MA-02
FOR
PURCHASE AND DELIVERY OF
HEAVY-DUTY BUSES

Date of Issuance:	June 5, 2025
Pre-Proposal Meeting:	June 26, 2025
Request for Modification or Clarifications Due:	July 8, 2025
Response to Modifications or Clarifications Due:	July 29, 2025
Proposal Opening Date:	September 15, 2025

J. Scott Mitchell
Chief Operating Officer
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 676-1976

REQUEST FOR PROPOSALS

2025-MA-02

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NOTICE
REQUEST FOR PROPOSALS
CENTRAL CONTRA COSTA TRANSIT AUTHORITY
FOR
PURCHASE AND DELIVERY OF HEAVY-DUTY BUSES
FOR
CENTRAL CONTRA COSTA TRANSIT AUTHORITY AND OTHER SPECIFIED AGENCIES
2025-MA-02

NOTICE IS HEREBY GIVEN THAT sealed proposals will be received by Central Contra Costa Transit Authority (County Connection) at 2477 Arnold Industrial Way, Concord, CA 94520, until 2:00 PM, September 15, 2025, for Purchase and Delivery of Heavy-Duty Transit Buses for Central Contra Costa Transit Authority and Other Specified Agencies in accordance with requirements of the Contract Documents.

Proposals must be in a sealed envelope with the Proposal number and closing date marked on the outside of the envelope. The Proposal submittal shall be mailed or personally delivered to:

Central Contra Costa Transit Authority
Attn: Scott Mitchell
2477 Arnold Industrial Way
Concord, CA 94520

Proposals will be examined and reported to each Participating Agency within one hundred and twenty (120) days after the proposal opening.

A Pre-Proposal Meeting will be held at 10:00 AM on Thursday, June 26, 2025, in the Boardroom of County Connection at 2477 Arnold Industrial Way, Concord, CA 94520.

Each agency reserves the right to reject any and all proposals or to waive any irregularity or informalities in any proposal or in the solicitation procedure. No proposer may withdraw its proposal for a period of one hundred and twenty (120) days after the proposals are opened. Each proposer will be notified of award. Each proposer will be notified of award.

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, disadvantaged business enterprisers. Proposers are urged to obtain Disadvantaged Business Enterprise (DBE) and/or Small Business Enterprise (SBE) participation for this contract, although there is no specific DBE or SBE contract 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.

Attention is directed to the General Conditions, Special Provisions and Technical Specifications appearing with the Proposal Documents for complete details and proposal requirements. These documents, including bid forms, bonds, and this Notice shall be considered as part of any Contract made pursuant to this solicitation. Copies of the Bid Documents may be obtained on County Connection's

website at www.countyconnection.com or at the County Connection Maintenance Office, 2477 Arnold Industrial Way, Concord, CA 94520.

June 5, 2025

William Churchill, General Manager

1. GENERAL INFORMATION

Central Contra Costa Transit Authority (County Connection) invites qualified firms to submit Proposals in response to this Request for Proposals (RFP) for the production and delivery of 30, 35 and 40-foot Heavy-Duty Low Floor transit buses. It is issued on behalf of a consortium of transit agencies. The Contract will be for a five-year term. County Connection intends to award a Contract to a single Proposer for all sized buses. Each participating transit agency will award its own contract separately.

It is envisioned that this Solicitation will enable County Connection and other procuring public agencies as noted below, to standardize the future selection of buses, realize a better price through volume discounts and reduce the requirement of an as-needed or annual procurement process when grant funding is made available.

2. PROCURING AGENCIES

County Connection's initial purchase will comprise of a minimum of 10 and a maximum of 75 buses for County Connection (Lead Agency). Participating Consortium Members are identified below. Each Consortium Member will award its own individual contract to the successful Proposer selected by County Connection. Each contract awarded by a Consortium Member shall be awarded within the proposal validity period. County Connection shall incur no financial responsibility or other liability in connection with contracts entered into between the Contractor and a Consortium Member. The Consortium Member shall accept sole responsibility for placing orders or making payments to the Contractor.

Lead Agency: Central Contra Costa Transit Authority (County Connection)
2477 Arnold Industrial Way
Concord, CA 94520
Scott Mitchell
mitchell@cccta.org

Consortium Members:

1. Alameda-Contra Costa Transit District (AC Transit)
1600 Franklin Street
Oakland, CA 94612
Cecil O. Blandon
coblandon@actransit.org
2. City of Fresno, Department of Transportation Fresno Area Express (FAX)
2223 G Street
Fresno, CA 93706
Blake Rincon
blake.rincon@fresno.gov
3. City of Visalia
425 E. Oak Avenue, Suite 301
Visalia, CA 93291
Caleb Bowman
caleb.bowman@visalia.city
4. Livermore Amador Valley Transit Authority (LAVTA)
1362 Rutan Court, Suite 100
Livermore, CA 94551
Christy Wegener
cwegener@lavta.org

5. Eastern Contra Costa Transit Authority (Tri Delta Transit)
801 Wilbur Avenue
Antioch, CA 94509
Toan Tran
ttran@eccta.org
6. Napa Valley Transportation Authority (NVTA)
625 Burnell Street
Napa, CA 94559
Rebecca Schenck
rschenck@nvta.ca.gov
7. Stanislaus Regional Transit Authority (StanRTA)
912 11th Street, Suite 100
Modesto, CA 95354
Dero In
din@stanrta.org
8. Union City Transit
34009 Alvarado-Niles Road
Union City, CA 94587
Steve Adams
stephena@unioncity.org
9. Western Contra Costa Transit Authority (WestCAT)
601 Walter Avenue
Pinole, CA 94564
Rob Thompson
rob@westcat.org

3. BUS PROCUREMENT REQUIREMENTS

County Connection, along with the Consortium Members, at their-sole discretion, may procure up to the maximum number of buses stated in this RFP, based on each agency's requirements and available funding. The needs of individual participating agencies, in terms of minimum and maximum quantities of buses during the five-year contract term, are set forth in Special Provision 17, Consortium Member Vehicle Quantities. Prices quoted for buses and optional equipment shall remain firm for 180 days; price adjustment allowances and procedures are set forth in Section 13.U "PPI Index Escalator/De-escalator."

4. PUBLIC AGENCY PARTICIPATION/ASSIGNABILITY

In the event that County Connection or any Consortium Member does not purchase its maximum bus allotment, due to unforeseen circumstances or lack of funding, each agency may assign the remainder of its bus allotment (up to its maximum requirements set forth herein) to another Consortium Member or other public agency. This right of assignment shall remain in force over the five-year contract term. This right of assignment will not change the quantity or types of buses that may be ordered pursuant to this solicitation. County Connection shall incur no financial responsibility or other liability in connection with contracts entered into between the Contractor and another public agency. The public agency shall accept sole responsibility for placing orders or making payments to the Contractor.

5. SCOPE OF WORK

The successful Proposer (Contractor) will furnish County Connection an initial order of a minimum of ten (10) and a maximum of seventy-five (75) Heavy-Duty Low Floor Transit Buses in accordance with the delivery schedule set forth in Section 13.L "Delivery/Time for Performance", with the final quantity of each size bus to be determined at the time of contract award. In the event that all of the participating Consortium Members enters into a contract with the Contractor, the Contractor will also furnish Consortia Members a minimum of 10 and a maximum of 687 buses within the contract term in accordance with specifications as contained in the Technical Specifications.

6. PRE-PROPOSAL MEETING

A Pre-Proposal Meeting will be held at **10:00 a.m. on Thursday, June 26, 2025**, at County Connection's Administrative Offices Boardroom, 2477 Arnold Industrial Way, Concord, California.

The Pre-Proposal Meeting will take approximately one hour. Members of County Connection's staff will be available to answer general questions pertaining to the RFP and the specifications herein. Any questions that may require staff research to answer or that will otherwise modify the meaning or intent of this RFP shall be submitted to County Connection in writing as described in Section 7 hereunder. This Pre-Proposal Meeting is not mandatory, but attendance is highly encouraged.

7. SUBMISSION OF QUESTIONS AND REQUESTS FOR CLARIFICATION

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

Any questions or requests for modifications or clarifications regarding this RFP shall be submitted in writing to Kevin Finn, Manager of Grants and Purchasing, 2477 Arnold Industrial Way, Concord, CA 94520 or emailed to Kevin at finn@countyconnection.com, no later than **July 8, 2025, 5:00 PM**.

County Connection's reply to requests for modifications or clarifications will be posted to its website (www.countyconnection.com) by July 29, 2025. Proposers are responsible for monitoring County Connection's website on a regular basis. Oral interpretations will not be binding on County Connection.

8. CONFORMITY TO DESIGN SPECIFICATIONS/SUBSTITUTIONS

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

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

9. REQUEST FOR DEVIATIONS PROCEDURES

- A. Prospective Proposers may discuss these specifications with County Connection's Chief Operating Officer. This, however, will not relieve Proposers from the procedure of submitting written documentation as required by paragraph B hereunder.
- B. County Connection has issued a Request for Proposals and will use an evaluation and negotiation process that is further described in this document. All proposers are hereby instructed to supply a detailed listing of all Deviations from these specifications that they are proposing which will be included as a part of the proposal package submission. Any request for Deviations must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement.

All Requests for Deviations must be in writing, separately identified, and delineated for each Technical Specification, or other item, and must be submitted on the "Request for Approved Deviations" form included herewith in Appendix N.

FAILURE TO SUBMIT THE REQUEST FOR APPROVED DEVIATIONS FORM WITH EACH REQUEST FOR DEVIATION MAY RESULT IN REJECTION OF THE PROPOSERS PROPOSAL.

Each deviation will be evaluated and scored based on the evaluation criteria set forth that will govern this procurement. County Connection reserves the right to request further clarification of any requested Deviation during negotiations and to exclude unacceptable Deviations in any request for "Best and Final Offers."

Failure to properly submit a Deviation request form in accordance with this Section, or a "denial" response from County Connection to any requested Deviation during negotiations, will constitute a Proposer's acknowledgement and acceptance of all terms, conditions, specifications, or provisions contained in the Contract Documents. All terms, conditions, specifications, or provisions contained in this Solicitation, or as may be amended by a written Addendum issued by County Connection, are binding on Proposers.

10. PROPOSAL CONTENT AND SUBMISSION

A. Proposal Length and Format

The intent of this RFP is to encourage responses that clearly communicate the Proposer's understanding of the Scope of Services and its approach to successfully completing the tasks as required under this RFP.

Proposals should provide this information in a concise, well-organized manner and should follow the format outlined below:

B. Proposal Content

Proposers are required to submit the following information. Failure to respond to each item may render the Proposal non-responsive, causing it to be rejected. Contents of Proposals shall be as follows:

1. **Cover Letter:** The cover letter shall introduce the Proposer's team and summarize the main qualifications of the firm; indicate that the Contractor is prepared to sign the sample Agreement for Services (sample attached as Appendix A), if a contract is awarded; agrees to bind the Contractor to the proposed Scope of Work and associated cost proposal for **180 days**; and confirm that is able to comply with the insurance and bonding requirements.
2. **Table of Contents:** The Table of Contents shall list all items provided in the proposal submission.
3. **Proposers Contact Info:** Firm name, business address, telephone number and email address.
4. **Business Description:** Date of establishment of business and type of organization (individual, partnership, corporation, etc.). A narrative of the Proposers manufacturing facilities, parts distribution locations, and service support offices must also be included.
5. **Understanding of the Scope of Work:** In response to Section 5, Scope of Work, provide a clear and concise description of the services and equipment to be provided by your company. Describe the overall design to be used in carrying out the project and accomplishing its objectives. Each of the major tasks or activities to be undertaken as a means of reaching such objectives, must be specifically identified. Explain or display the essential points of activity in a time sequence explaining or showing the amount of time allotted to each activity. Provide sample production timelines and delivery schedule for each of the buses proposed.
6. **Proposer's Qualifications:** Provide a concise statement covering the history of your company under current and any prior names (include number of years in business under each name), your major projects or activities both in general and projects similar to the subject of the Proposal, the populations you have served, the relationship of this project to your corporate purpose, and why you feel that your company is best suited to fulfill the requirements of the Proposal.
 - a. A brief description listing experience that your company has had in providing similar equipment to other transit agencies. Provide a list of at least five customer references that are public transit agencies currently operating the proposed vehicles. The customer references shall include the agency's name, the contact name and title, telephone number, and email address of the person most familiar with the contract; the dollar amount of the contract; and the dates that these programs/projects were completed. Provide detailed information of the vehicles delivered to the references submitted to substantiate your previous experience.
 - b. A brief description of the experience and qualifications of the proposed key staff members assigned to this project and what percentage of their time will be devoted to the project. Show the function in the project for each person. Additionally, the Proposer must specify where the staff will be located and identify the project manager.
 - c. Information displaying past fiscal responsibility such as independent audits or a list of projects completed within the budget. Proposer must submit a copy of their latest audited financial statement completed by a certified public accountant within the past 18 months. Proposer must submit a list of commitments, and potential commitments which may

affect assets, lines of credit, guarantor letters, or otherwise affect the Proposer's ability to perform the Contract.

- d. A statement as to any judgments, litigations, licensing violations, or other violations, outstanding or resolved, associated with your company.

7. **Technical Understanding:** Provide all data relevant to the proposed vehicle offered in your proposal including:

- a. Description of the bus offered including completion of the Bus Description provided in the Technical Specifications.
- b. Listing of all Deviations from County Connection's contract documents and specifications, including the completion of County Connection Request for Approved Deviations form provided in Appendix N and all supporting data for each deviation.
- c. Engineering drawings and layouts as needed to respond to specific items identified within County Connection's Technical Specifications. Proposers will also submit any other supporting documentation that it deems appropriate which will aid County Connection in evaluating the technical merit of the Proposer's proposal in each factor.
- d. Copies of the Altoona Bus Test report for the vehicle offered, including all issues reported by the testing agency and any corrective actions taken by the manufacturer as a result of the test, and any subsequent testing completed to confirm the adequacy of any modifications.
- e. Proposer shall submit representative samples of all maintenance, parts, and related service manuals that cover the buses offered in the proposal. Examples of service and part update bulletins, electrical diagrams, and Bus Operators' manuals will also be submitted.
- f. Proposers shall submit information regarding the structure, locations, and policies of the parts service organization that will support the bus offered, including listing the nearest parts service facility to County Connection.
- g. Proposers shall submit in their technical proposal, details of their hybrid diesel/electric drive system, battery electric, and compressed natural gas (CNG) option, as offered.
- h. Proposer shall also provide evidence of its ability to meet the delivery requirements, as well as a list of all deliveries executed within the past three (3) years showing the number of units involved, if the buses were delivered per the contract terms, and a listing of any late deliveries.

8. **Cost Proposal:** The Contractor's proposed cost for this Contract will be evaluated based on the total of the average of the unit prices for each 30, 35, and 40-foot Heavy-Duty Low Floor Diesel Buses, and the option cost for supplying a hybrid diesel/electric drive system, Battery Electric, and a Compressed Natural Gas system as entered as "An Additional Cost per Bus" on Appendix B Cost Proposal. Participating agencies will notify the Contractor of any desired options when placing bus orders. The sum for Buses, and manuals and training package, will be determined by adding the entries and entering the sum on line E "Total Base Offer per Bus." Prices quoted for these options shall remain

firm for 180 days; price adjustment allowances and procedures are set forth in Section 13.U "PPI Index Escalator/De-escalator." The optional hybrid drive, Battery Electric, and Compressed Natural Gas system will not be considered in the determination of the "Total Base Offer per Bus." However, in the event such options are ordered by any agency, such options will be subject to a cost/price analysis by the awarding agency. In order to assist the agency with such analysis, the successful Proposer agrees to provide required documentation in support of its quoted prices. The Proposer shall break down the cost of each bus configuration as follows:

- A. Base Offer per Bus
- B. California State Sales Tax of 8.75%
- C. Non-Taxable ADA Equipment
- D. Delivery Cost per Bus to Concord, California 94520

The Total Base Offer per Bus shall include all costs required to perform the Scope of Work, including overhead, profit, services, insurance, California State Sales Tax, required manuals, tests, certifications, and any and all other applicable costs of the Cost Proposal.

The costs for spare components will not be used in the evaluation of the Cost Proposal, and County Connection reserves the right to negotiate a final spare parts package, including final quantities and costs at the time of contract award.

9. **Cost Proposal – Available Optional Equipment:** The Proposer will submit on a separate form, a listing of all available optional equipment with unit prices for the buses offered in the proposal. Participating agencies will notify the Contractor of any desired options when placing bus orders. Prices quoted for optional equipment shall remain firm for 180 days; price adjustment allowances and procedures are set forth in Section 13.U "PPI Index Escalator/De-escalator." Such optional equipment costs will not be used in the Cost Proposal Evaluation described in Section 11.C. A Cost/Price analysis will be performed as appropriate, by the awarding agency. In order to assist the agency with such analysis, the successful Proposer agrees to provide required documentation in support of its quoted prices. The final contract award and pricing for the buses may be negotiated by each separate agency and/or Consortium Members to include available optional equipment as it deems necessary.

C. Proposal Submission

Proposer shall submit a total of **ONE original and TWO hard copies plus TWO (2) digital copies (i.e., CD, flash drive)** of their Proposal in a sealed package identifying the RFP number (2025-MA-02) to:

Central Contra Costa Transit Authority
Attn: Scott Mitchell, Chief Operating Officer
2477 Arnold Industrial Way
Concord, CA 94520

Proposals must be received in the Maintenance Department **before 2:00 p.m. on Monday, September 15, 2025.** Proposals received after this time or at any other location will not be accepted. Proposals will be prepared and presented at no cost to County Connection.

This RFP does not commit County Connection to award a Contract, to pay any costs incurred in the preparation of Proposals drafted in response to this request, or to procure

or contract for any services in connection with this request. County Connection reserves the right to accept or reject any or all Proposals received in response to this request, to negotiate with any qualified individual or firm, or to modify or cancel in part or in its entirety this RFP if it is in the best interest of the County Connection to do so.

11. EVALUATION OF PROPOSALS AND SELECTION PROCESS

A. Evaluation/Selection Committee

An Evaluation/Selection Committee (Committee), which may include County Connection staff, consortium members, and possibly one or more outside experts, will review and screen the Proposals submitted according to the pre-established criteria as set forth below.

B. Technical Evaluation Criteria

Proposals will be evaluated using the following principal selection criteria:

1. Product Design and Performance 0 - 40 points

The information provided by the Proposer in its technical submittal relating to the buses to be provided will be utilized to evaluate the proposal in relation to this factor. Failure to complete the required submissions or list all requested deviations on the proper form with adequate supporting data will impact the final point determination of this section. The number and significance of the requested deviations from County Connection's specifications, which are intended to describe a bus design that provides for fleet commonality and standardization of parts, training and related support costs will impact the final point determination of this section. Vehicle construction and system design, as well as documented reliability may be used in this evaluation, as well as other design and performance elements of the components which comprise those systems. At a minimum, test results, safety and maintenance factors, and cost of normal operation for the bus design and system components proposed may be considered in determining a final value for this factor.

2. Proposer's Experience and Qualifications 0 - 40 points

The Committee will consider the capability and experience of the Proposer as presented in the Proposal or as is determined by review of information available from references or other resources. The evaluation may look at the Proposer's overall organizational and financial capabilities and consider key components such as organizational reporting structure, quality control, quality assurance, research and development, technical, training and parts support, response time, product capabilities, ability to furnish multiple bus configurations, bonding capacity, and financial history, as well as other considerations in reaching a final point determination. The Committee may also look at judgments, liens, fleet defect history, warranty claims, and the steps that the manufacturer took to resolve these concerns in assessing the overall reputation of the manufacturer. The Committee will also review the proposed delivery schedule and its ability to fulfill the delivery requirements in Section 13.L "Delivery/Time for Performance", including past delivery performance, and may award higher points to Proposers that provide evidence that the delivery requirements can be accomplished for the minimum quantity of ten (10) and maximum quantity of seventy-five (75) buses to be awarded by County Connection.

Maximum Possible Technical Points = 80 points

C. Cost Proposal Evaluation

As described below, the proposed cost as submitted by the Proposer on County Connection's form provided herewith as Appendix B will be assigned a maximum of 20 points. The Contractor is **required** to use Appendix B, without alteration, for submittal of their Cost Proposal. **Please DO NOT use your own forms.**

The cost will be evaluated in the following manner:

1. Cost Proposal Criteria 0 - 20 points

- a. The Cost Proposal criteria will be based on the average of the "Total Base Offer per Bus" for each bus type, Line E of Appendix B as noted in Section 10.B.8 "Cost Proposal."
- b. The lowest average Cost Proposal will receive 20 points. Every other Proposal will be given points proportionately in relation to the lowest price. This point total will be calculated by dividing the lowest price by the total price of the Proposal being evaluated and the result multiplied by the maximum weight for price (20 points) to arrive at a Cost Proposal score.

Example:
$$\frac{\text{Lowest Proposed Price}}{\text{Proposer's Proposed Price}} \times \text{Total Points for Price} = \text{Cost Proposal Score}$$

The application of the above formula will result in a uniform assignment of points relative to the criterion of price.

D. Evaluation Methodology

The maximum number of points achievable in each of the aforementioned areas is as follows:

	<u>Point Range</u>
1. Product Design and Performance:	0 - 40 points
2. Manufacturer's Qualifications and Experience:	0 - 40 points
3. Cost Proposal:	<u>0 - 20 points</u>
TOTAL POSSIBLE POINTS:	100 points

E. Interviews

Following the initial review and screening of Proposals, one or more Proposers found to be within the competitive range may be invited to participate in the final selection process. The final selection process may include the submission of additional information and/or participation in an oral interview. Interviews, if held, are tentatively scheduled for the week of **September 15, 2025**, and will be at County Connection's Administrative Offices, 2477 Arnold Industrial Way, Concord, California.

F. Revised Proposals, Discussions, Negotiations, Best and Final Offers

County Connection reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any individual or qualified firm, to modify or cancel in part or in its entirety the RFP, to request revised Proposals, to request further information, or to request Best and Final Offers if it is in the best interest of County Connection to do so. County Connection, however, may award a contract without

negotiations, so Proposers are encouraged to submit their best Proposal.

G. Contract Award

The Committee will make a recommendation of award of a contract to County Connection's appropriate authorized representative. All Proposers will be notified of the recommended award by mail. No contract will be in force until issuance of a written Notice to Proceed issued by the Chief Operating Officer, or designee. County Connection will award one Contract which will include all sizes of Heavy-Duty Low Floor Buses.

This RFP does not commit County Connection to award a contract. County Connection reserves the right to waive informalities and irregularities in the Proposals received, or to reject all Proposals submitted.

12. PROTEST PROCEDURES

County Connection maintains written procedures that must be followed for all Proposal protests. Copies of the complete Proposal protest procedures are available at the office of the Chief Operating Officer. **Failure to comply with any of the requirements set forth in County Connection's written Proposal protest procedures may result in rejection of the protest.**

Protests based upon restrictive specifications or alleged improprieties in the contract specifications, which are apparent or reasonably should have been discovered prior to proposal acceptance, shall be filed in writing to the Chief Operating Officer not later than five (5) calendar days before proposal acceptance. The protest must clearly specify in writing the grounds and evidence on which the protest is based. If the protestor later raises new grounds or new evidence not previously set forth in written submissions that reasonably could have been raised; County Connection will not consider such new grounds or evidence in the determination on the protest. Where the determination could affect proposals, an appropriate extension of the proposal acceptance date may be granted.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to proposal acceptance, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the Chief Operating Officer within forty-eight (48) hours from receipt of the notice from County Connection advising of the staff's recommendation for award of contract.

The protest must clearly specify in writing the grounds and evidence on which the protest is based. If the protestor later raises new grounds or new evidence not previously set forth in written submissions that reasonably could have been raised, County Connection will not consider such new grounds or evidence in the determination on the protest. Staff shall analyze the protest and develop a recommendation.

For all contracts, a protestor may appear before the General Manager or reviewing Board Committee (or Board) to present evidence in support of its protest. After full consideration of the protestor's evidence and any other relevant information, the General Manager or Committee (or full Board) may make a determination to reject or allow the protest.

13. OTHER REQUIREMENTS

A. Agreement

The Contractor selected to perform the work outlined in this RFP will be required to execute an Agreement with County Connection, which describes the Scope of Work to be performed, the schedule for completion of work, compensation, insurance requirements, and other pertinent provisions. This contract shall follow the form of the Sample

Agreement attached as Appendix A. Contractors are directed to review, in particular, the indemnification and insurance requirements set forth in the Agreement.

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in the sample Agreement unless the Proposer includes with their Proposal, in writing, any amendments or exceptions requested by the Proposer to the Agreement.

B. Performance Requirements

The Contractor shall furnish at its own expense a Performance Bond completed on County Connection's form, a sample of which is included herewith as Appendix C. The bond shall be in the sum equal to 20% of the total amount for County Connection's initial order of buses as a guarantee of good faith on behalf of the Contractor that the terms of this contract shall be complied with in every particular. Said bond shall remain in full force and effect until delivery and acceptance of all buses and all project deliverables in the initial order (maintenance manuals, parts manuals, documentation).

County Connection may require the Contractor to deliver an additional Performance Bond to County Connection upon order of any additional buses purchased pursuant to Section 3 by County Connection not later than 30 days after receipt of written notification of an order for each bus(es), as required by County Connection throughout the term of any Contract resulting from this solicitation.

C. Disadvantaged Business Enterprises (DBE)

County Connection, as a recipient of federal financial assistance from the Federal Transit Administration (FTA), is committed to and has adopted a Disadvantaged Business Enterprise (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 non-discrimination in the award and administration of all contracts and to create a level playing field on which 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.

Pursuant to U.S. DOT Regulations 49 CFR Part 26, 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 the 49 CFR Part 26 in the award and administration of U.S. 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."

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

In addition to and in accordance with the federal DBE Regulations (49 CFR Part 26.39), County Connection has implemented a small business element, as part of its DBE Program. County Connection encourages the participation of Small Business Enterprises (SBEs) for contracting and subcontracting opportunities available at County Connection. DBEs are often eligible for certification as SBEs; therefore, County Connection also encourages the participation of certified SBEs, who meet the current SBA business size standard and whose average annual gross receipts over the previous three fiscal years do not exceed \$30.72 million. A currently certified DBE is presumed eligible to participate in the small business element of the County Connection DBE program. County Connection will not accept certifications/verifications by agencies that allow companies to self-certify as small businesses. County Connection's DBE Officer is available to assist proposers with identifying subcontracting opportunities, and DBE and SBE resources.

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

County Connection's DBE Officer maintains a resource list of organizations that promote DBE and SBE participation in contracts. The California UCP Directory is located on the Internet and includes certified DBE firms that provide construction, professional and other services, and materials, supplies and equipment. Proposers are encouraged to use the UCP Directory to contact subcontractors and suppliers. The UCP directory does not in any way prequalify the listed firms with respect to licensing, bondability, competence or financial responsibility. The resource list and information from the UCP DBE Directory will be provided upon request.

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

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

Contractor shall not make substitutions of previously approved DBE or SBE subcontractors or suppliers without prior written approval from County Connection.

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

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

D. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this contract, the Contractor shall provide equal employment opportunity for all employees and applicants for employment without regard to their race, color, religious creed, national origin, ancestry, sex, age, physical or mental disability, medical condition, marital status, veteran's status, sexual orientation, gender identity, or genetic information, consistent with federal, state, and local laws in consideration of an award.

The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to the above factors. 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; other forms of compensation; and selection for training, including apprenticeship.

E. DBE Requirements for Transit Vehicle Manufacturers

Pursuant to Title 49 C.F.R., part 26.49, a Proposer, as a condition of being authorized to respond to this solicitation, must certify by completing the Transit Vehicle Manufacturer's (TVM) Certification (Appendix O) that it has on file with the FTA an approved or not disapproved DBE subcontracting participation goal.

F. Confidentiality

The California Public Records Act (Cal. Govt. 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 Proposer shall be available to the public.

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

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

G. Pre-Manufacturing Meeting

After award of a contract, the Contractor's and County Connection's representatives shall schedule a meeting at the bus manufacturing plant prior to the start of manufacture of County Connection buses to review the Contract provisions and the Technical Specifications. This meeting shall provide clarification of the terms, conditions, and requirements of this Contract. At this meeting, the Contractor will be required to submit a project timeline which reflects the actual schedule regarding design, manufacturing, testing, and delivery of the buses.

H. Material and Workmanship

All materials, parts, and equipment furnished by the Contractor shall be new, high grade, and free from defects. Workmanship shall be in accordance with generally accepted industry standards. The Contractor shall establish and maintain quality assurance policies and procedures to ensure compliance with these specifications, and as further described in Section 13.I hereunder. The Contractor shall extend to County Connection full access to its surveillance and monitor the Contractor's compliance with its established quality assurance procedures and County Connection's Technical and other specifications.

Materials, parts and workmanship not conforming to the requirements of these specifications shall be considered defective and will be subject to rejection. If the Contractor fails to replace any defective or damaged work or material after reasonable notice, County Connection may cause such work or materials to be replaced. The replacement expense shall be deducted from the amount to be paid to the Contractor.

I. Quality Assurance

The Contractor shall establish and maintain an effective in-plant quality assurance team. It shall be a specifically defined unit and should report directly to the Contractor's top management.

1. The quality assurance team shall exercise quality control over all phases of production, from initiation of design through manufacture and preparation for delivery. The team shall also control the quality of supplied articles.
2. The quality assurance team shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance/rejection of materials and manufactured articles in the production of the buses.
3. The quality assurance team shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements and specifications.
4. The quality assurance team shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by County Connection's Resident Inspector (Section 13.J hereunder). Inspection and test records for this procurement shall be available for a minimum of three years after inspections and tests are completed.
5. The quality assurance team shall detect and promptly assure correction of any conditions that may result in the production of defective buses. These conditions may occur in design, purchases, manufacture, tests, or operations that culminate in defective supplies, services, facilities, technical data, or standards.

6. The Contractor shall maintain drawings and other documentation that completely describe a qualified bus that meets all the options and special requirements of this RFP. The quality assurance team shall verify that each bus is manufactured in accordance with these controlled drawings and documentation.
7. The Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance team to verify that the buses conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known valid relationships to national standards.
8. When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced, or repaired as required to maintain quality.
9. The Contractor's gauges and other measuring and testing devices shall be made available for use by County Connection's Resident Inspectors (Section 13.J hereunder) to verify that the buses conform to all specification requirements. If necessary, the contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.
10. The Contractor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment, and special working environments, if necessary.
11. A system for final inspection and testing of completed buses shall be provided by the quality assurance team. It shall measure the overall quality of each completed bus.
12. The quality assurance team shall monitor the Contractor's system for controlling nonconforming materials. The system shall include procedures for identification, segregation and disposition of such materials.
13. Statistical analyses, tests, and other quality control procedures may be used when appropriate in the quality assurance process.
14. A system shall be maintained by the quality assurance team for identifying the inspection status of components and completed buses. Identification may include cards, tags or other normal quality control devices.

J. County Connection's Resident Inspectors

County Connection maintains the right to be represented at the Contractor's plant by Resident Inspectors and/or County Connection personnel at County Connection's sole expense. These County Connection representatives shall conduct, among other things, audits required under the Buy America element of this Contract, as defined in Section 14.K, and they shall inspect the daily progress of vehicles under fabrication at the Contractor's manufacturing facilities to ascertain that fabrication and materials comply with these contract specifications. Resident Inspectors shall monitor, in the Contractor's plant, the manufacture of buses built under this Contract. The Resident Inspectors shall be authorized to approve the pre-delivery acceptance tests and to release the buses for delivery. Upon request to the Contractor's Quality Assurance Manager, the Resident Inspectors shall have access to the Contractor's quality assurance files related to this

RFP. These files shall include drawings, material standards, parts lists, inspection processing and reports, and records of defects.

Not less than 30 days prior to the beginning of bus manufacture, the Resident Inspectors shall meet with the Contractor's Quality Assurance Manager. They shall review the inspection procedures and checklists. The Resident Inspectors may begin monitoring bus construction activities three days prior to the start of bus fabrication.

K. Inspection System

The quality assurance team shall establish, maintain, and periodically audit a fully-documented inspection system. The system shall prescribe inspection and test of materials, work in progress, and completed articles. At a minimum, it shall include the following controls:

1. Inspection stations shall be at the best locations to provide for the work content and characteristics to be inspected. Inspection stations shall provide the facilities and equipment to inspect structural, electrical, hydraulic, and other components and assemblies for compliance with the design requirements. Inspection stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include underbody structure completion, body framing completion, body prior to preparation, engine installation completion, underbody dress-up and completion, bus prior to final paint touch-up, complete bus water test prior to road test, and bus final road test completion.
2. The Contractor shall have sufficiently trained inspectors to ensure that all materials, components, and assemblies are inspected for conformance with the qualified bus design.
3. Acceptance, rework, or rejection identification (tags, forms, or other types of identifications approved by the County Connection) shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the bus.

Articles that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped.

4. Discrepancies noted by the Contractor or Resident Inspectors during assembly shall be entered by the inspection personnel on a record that accompanies the major component, subassembly, or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing process, procedures or other conditions that cause articles to be in nonconformity with the requirements of the Contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, County Connection shall approve the modification, repair, or method of correction to the extent that the Contract specifications are affected.
5. The quality assurance team shall establish and maintain a quality control audit program. Records of this program shall be subject to review by County Connection upon its request.

L. Delivery/Time for Performance

The delivery of the initial order of County Connection's ten (10) to seventy-five (75) buses shall occur in two phases 1) Pilot Bus, and 2) Production Buses.

1. Pilot Bus

A completed pilot bus shall be produced and be ready for delivery no later than October 15, 2026. County Connection shall take initial delivery of the bus at the Contractor's production plant. However, final delivery of the pilot bus to County Connection's Concord location, as noted below, remains the responsibility of the Contractor.

2. Production Buses

Delivery of buses shall be no later than 365 calendar days after the close of the calendar quarter (i.e., March 31, June 30, September 30, December 31) in which the Procuring Agency's purchase order is delivered to the Contractor. Delivery shall be made on Monday through Friday; federal and state holidays excluded, between the hours of 8:00AM and 4:00PM local time.

All deliveries to County Connection shall be Free on Board (FOB) to:

Central Contra Costa Transit Authority
Attn: Scott Mitchell
2477 Arnold Industrial Way
Concord, CA 94520

The Contractor shall prepay all costs of delivery of each bus, shall deliver all material at its own cost and expense to this designated location, and shall bear all risk of damage to or loss of the bus while in transit. County Connection shall reimburse Contractor for delivery costs of the buses in accordance with the proposed price set forth in Appendix B, Section 2.D. Delivery charges and delivery locations to other procuring agencies shall be determined at time of contract award with each individual agency.

The Contractor shall prepare all buses for shipment in such a manner as to protect them from damage in transit, and shall be responsible for and repair all damaged parts or replace all losses incurred in the course of delivery of the equipment to County Connection's Maintenance Facility as specified in Section 13.L.5. When necessary, heavy parts shall be mounted on skids or crated, and all parts or materials that might otherwise be lost shall be boxed or wired in bundles. All parts shall be plainly marked for identification and destination.

3. Delivery Schedule for Consortium Orders

The final delivery schedule for all buses ordered by Consortium members during the term of this contract will be mutually negotiated directly between the ordering agency and the Contractor at the time of award.

4. Service

Prior to delivery, each vehicle shall be completely serviced by the Contractor or by an authorized dealer of the Contractor in a service shop within the state of California. Service shall include not less than the following: lubrication, wash, body condition and other checks and adjustments required for proper complete servicing of a new vehicle. Each vehicle shall be ready for placement in service upon delivery and acceptance.

5. Damage by Contractor

All risk of damage or loss to the buses up to the time of delivery to County Connection at the specified location shall be the responsibility of the Contractor. Any materials or equipment found to be damaged or defective at the time of delivery shall be repaired, replaced, or corrected at no additional cost to County Connection. County Connection may deduct any costs it incurs for such repairs, replacement, or correction from any payments due if Contractor fails to comply with the requirements of this section.

6. Summary of Items to be Provided Upon Delivery

The following items must be furnished by the Contractor upon delivery of each vehicle:

- (a) all warranty verification vouchers, certificates, or coupons.
- (b) operator's manual for vehicle and all add-on equipment.
- (c) drawings showing wiring of auxiliary circuits and/or modifications of standard vehicle wiring which would not be included in the standard vehicle maintenance manual.
- (d) completely filled fuel tank(s) using ultra-low sulfur diesel fuel.
- (e) vehicles(s) free of dealer signs and manufacturer emblems.
- (f) assurance of compliance with manufacturer's pre-delivery service.
- (g) All required documents for securing vehicle title completely executed by the manufacturer/dealer and ready for submission to the Department of Motor Vehicles (i.e., CA Certified Weight Certificate, Vehicle Certificate of Origin). The manufacturer warrants that the title will pass to County Connection free of any liens, mortgages and encumbrances, financing statements, claims, and demands of any character.

M. Inspection/Acceptance/Payment

County Connection will acknowledge the receipt of the bus or spare component in writing and will undertake a ten (10) calendar day period for inspection and testing of the bus. County Connection will notify the Contractor in writing within two (2) calendar days following the inspection and testing period as to whether the buses or spare components have been accepted.

If County Connection determines that the buses or spare components are not in conformity with the specification requirements, or that there are defects or deficiencies in the equipment, the County Connection shall notify the Contractor of such deficiencies or nonconformity in writing, within the aforementioned 2-day period. The Contractor shall commence to rectify any nonconformity and correct any defects or deficiencies in the bus within 48 hours of receipt of the County Connection's written notification. All defect or deficiency corrections must be completed within five (5) business days from the time of correction commencement. County Connection shall not accept the bus until all corrections which are addressed in County Connection's written notice have been made by the Contractor. At such time as the Contractor has made all necessary corrections to the satisfaction of County Connection, County Connection shall issue the Contractor a written notice of final acceptance. County Connection intends to pay the Contractor within thirty (30) calendar days of the final acceptance of each of the buses or spare components delivered to County Connection.

At County Connection's sole option, it may elect to conditionally accept buses with outstanding repairs if such repairs are minor in nature and allow County Connection to continue to complete final preparation of the buses for placement into revenue service. If such conditional acceptance is given, County Connection will pay the invoice for each bus, less a retention of 5% of the invoice cost for each bus that is conditionally accepted. The retention will be held until all outstanding acceptance issues have been resolved to the satisfaction of County Connection and County Connection issues a final acceptance notice for each bus.

N. Liquidated Damages

TIME IS OF THE ESSENCE IN THIS CONTRACT. Pursuant to Government Code Section 53069.85, the Contractor shall pay to County Connection the sum of \$250.00 per day for each and every calendar day that the Contractor fails to provide the required services described in these solicitation documents, within the time periods specified in Sections 13.L.1 and 13.L.2, subject to extensions granted thereto in writing by County Connection. County Connection may deduct, at its option, the amount of liquidated damages from any money due or to become due to the Contractor under this Contract.

The Contractor will be granted an extension of time and will not be assessed with liquidated damages for any delay beyond the time periods described in these specifications for delays caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine, restrictions, strikes, labor disputes, shortage of materials and freight embargoes, or other causes deemed by County Connection to be beyond the reasonable control of the Contractor, provided Contractor notifies the Chief Operating Officer in writing of the causes of delay within five calendar days from the beginning of any such delay. The Chief Operating Officer shall ascertain the nature of the delay and determine whether an extension of time is warranted, which determination shall be final and conclusive. The Contractor has the burden of proof that the delay was beyond its control.

O. Warranty

The Contractor shall warrant to County Connection, its successors and assigns, that the title to the material, supplies or equipment covered by the Contract, when delivered to County Connection or to its successor or assigns, is free from all liens and encumbrances. The Contractor guarantees and warrants that all work performed and items supplied under this Contract shall (1) conform to the Technical Specifications and all other requirements of this RFP; (2) fulfill its design functions and be fit for both its ordinary and intended purposes; (3) be free of all patent and latent defects in design, materials and workmanship; and (4) perform satisfactorily.

It is understood and agreed that by acceptance of this warranty and the acceptance of materials or supplies to be manufactured or assembled pursuant to these Specifications, County Connection does not waive any warranty, either expressed or implied in Sections 2312 to 2317, inclusive, of the Business and Professions Code of the State of California, or any products liability of the Contractor as determined by any applicable decisions of a court of the State of California or of the United States.

1. Complete Bus

A basic bus warranty shall commence on the date the bus is placed into service by County Connection and shall continue in effect thereafter for a period of one year or 50,000 miles whichever occurs first.

2. Propulsion Systems and Major Sub Systems

Specific subsystems and components of the buses furnished under this Contract are warranted and guaranteed to be free from defects in design, material and workmanship for the period of time and/or mileage as shown below after each vehicle is placed into revenue operation.

WHICHEVER OCCURS FIRST			
ITEM	YEARS	OR	MILEAGE
1. Engine*	5		300,000
2. Hybrid Propulsion System**	5		300,000
3. Engine Accessories***	2		100,000
4. Transmission	3		200,000
5. Drive Axle	2		100,000
6. Brake System (excluding friction material)	2		50,000
7. Air Conditioning	2		N/A
8. Wheelchair Lift System	2		N/A
9. Electronic Destination Sign	2		N/A
10. Electronic Destination Sign Fade	5		N/A
11. Electric or Air Starter	3		N/A
12. Leaks (water leaks from bus washer or rain)	6		200,000

* Engine warranty shall cover all items provided in the engine manufacturer's standard warranty under the 5 year/300,000 period, with appropriate limitations and prorating for subcomponents such as turbocharger, injectors, etc. Proposers shall provide engine warranty details with their technical proposal.

** If Hybrid Propulsion System option is awarded by any Consortium Members.

*** Engine accessories include radiator, power steering pump, booster pump, air compressor and alternators.

County Connection reserves the right to request any and all Proposers to provide manufacturer's standard warranty information. To the extent that a manufacturer's standard warranty on the above items provides longer time periods or mileage limits stated above, the warranty that provides the longer time period or mileage limit shall apply to that particular item.

3. Body and Chassis Structure

The structural integrity of any bus furnished under this Contract shall be warranted for a full one hundred percent (100%) on both parts and labor to be free from material, design and workmanship for a period of up to twelve (12) years or up to five hundred thousand (500,000) miles, whichever occurs first, after the vehicle is placed into revenue operation with no proration. A defect in the structural integrity of the basic body is defined as defects in the chassis, body and/or frame, suspension and axles, which results in any premature fatigue.

4. Progressive Damage

The Contractor shall be responsible for any and all consequential or progressive damages caused by defective parts or components. The Contractor shall assume all costs and expenses associated with repair or replacement, including component

replacement, removal, re-installation, and any and all costs of shipment, including all towing expenses.

5. Buses Removed From Service Due To Warranty Failure

Buses which have been removed from service due to a warranty failure for periods exceeding seven (7) days shall have the warranty time extended for the time the bus was not in service.

6. Voiding of Warranty

The warranty shall not apply to any part or component of the bus that has been subject to misuse, negligence, accident, or that has been repaired or altered in any way so as to affect adversely its performance or reliability, except insofar as such repairs were in accordance with the Contractor's maintenance manuals and the workmanship was in accordance with the recognized standards of the industry. The warranty shall also be void if County Connection fails to conduct normal inspections and scheduled preventive maintenance procedures. Contractor shall provide a recommendation as to specific inspection and preventive maintenance procedures which could be incorporated into the County Connection's Preventive Maintenance Program thirty (30) calendar days after award for preliminary review and shall provide a final form no later than thirty (30) calendar days prior to delivery of the second bus.

7. Exceptions to Warranty

The warranty shall not apply to scheduled maintenance items, items furnished by County Connection such as radios, fareboxes and other auxiliary equipment, except insofar as such equipment may be damaged by the failure of a part of a component for which the Contractor is responsible.

8. Detection and Correction of Defects

Where County Connection detects a minor defect within the warranty period, County Connection may elect to repair such defect and submit a form for reimbursement in accordance with paragraph 15 hereunder.

If County Connection detects a major defect within the warranty periods, County Connection at its sole option, may elect to repair such defect and submit a form for reimbursement in accordance with paragraph 15 hereunder, or may elect to notify the Contractor. Within three (3) working days after receipt of notification, the Contractor's representative shall agree with County Connection's determination as to the most appropriate scope and course for the repairs to be performed under the warranty, or reserve judgment until the subsystem or component is inspected by the Contractor's representative or is removed and examined at County Connection's property. Where the Contractor requests the component be inspected, Contractor's representative shall inspect such component within forty-eight (48) hours. At that time, Contractor may suggest the appropriate course of action for the prompt repair of the subsystem or component shall be mutually resolved between County Connection and the Contractor. Where Contractor performs repair work necessary to affect the repair all work shall commence within seven (7) working days after the Contractor receives notification. If County Connection does not agree with the Contractor's suggestion as to the scope and/or course of the repairs, County Connection reserves the right to commence with the repairs and submit for reimbursement in accordance with paragraph 15 hereunder.

9. Fleet Defects

A fleet defect is defined as the failure of or a deficiency in identical systems or components of the bus caused by defective design, material or workmanship in twenty percent (20%) of the base quantity of buses delivered under this Contract. In the event of a fleet defect during the warranty period, the Contractor will furnish promptly all necessary labor and material to effect such repairs and modifications for every vehicle delivered under the Contract pursuant to the terms and conditions of this warranty and at Contractor's sole cost and expense.

After correcting the defect, the Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same defect in all other buses purchased under this Contract. The work program shall include inspections and/or correction of the potential or defective parts in all of the buses.

Fleet defect repairs and modifications shall also be applied to units that are no longer covered under warranty, but only if they are still within three years or 36,000 miles from the in-service date.

The warranty period on items determined to be fleet defects shall be extended in accordance with Section 13.O.5 "Buses Removed From Service Due To Warranty Failure."

10. Modifications

Modifications or changes made to strengthen or correct a defect or deficiency on a bus shall be made to all buses purchased under this Contract at Contractor's sole cost and expense.

11. Single Representative

The Contractor shall designate a single representative through which warranties shall be handled. The representatives shall meet as needed with County Connection's representative or project manager for review of repairs and claims. The representative shall handle all facets of warranty processing and warranty material handling. Failure of the Contractor to meet with County Connection will not relieve their obligation to comply with all warranty requirements set forth in the contract, or to reimburse County Connection for repairs made during the warranty period.

12. Repair Performance

County Connection may require the Contractor or its designated representative to perform warranty-covered repairs. The work may be done by County Connection's personnel with reimbursement by the Contractor in accordance with paragraph 15 hereunder. County Connection shall determine who performs repairs at its sole option.

13. Repair by Contractor

If County Connection requires or mutually agrees for the Contractor to perform warranty-covered repairs, the Contractor's representative must begin work necessary to effect repairs within seven (7) calendar days after receiving notification of a defect from County Connection. County Connection shall make the bus available to the Contractor's representative to complete timely repairs.

Any warranty work performed under this Contract shall be completed within seven (7) calendar days after the Contractor has begun repairs on the bus that has been removed

from revenue service due to a warranty defect. If repairs are not completed within the specified time periods, County Connection may assess liquidated damages pursuant to Section 13.N "Liquidated Damages."

In the event the Contractor fails to promptly make the necessary repairs and replacements, County Connection may undertake such necessary repairs and replacements and the Contractor shall reimburse County Connection for all such related costs and expenses, including any charges for overhead.

The Contractor shall bear total responsibility for costs and expenses for furnishings all labor, parts, tools, materials and space as required to complete the repairs and/or replacements. At County Connection's sole discretion, the Contractor may be required to perform the work off County Connection property. The Contractor shall be responsible for any costs associated with transporting the bus to and from County Connection property. Where a bus is towed, Contractor shall pay for towing charges. Location of repair shall not be further than 50 miles from the bus delivery location unless mutually agreed upon on a case-by-case basis.

14. Repair by County Connection

Parts Used – If County Connection performs the warranty-covered repairs, it shall correct or repair the defect and any related defects using Contractor-specified spare parts available from its own stock or those supplied by the Contractor specifically for these repairs. County Connection shall determine whether or not a component should be repaired or replaced. Every sixty (60) days, or at a period to be mutually agreed upon, reports of repairs covered by this warranty shall be submitted by County Connection to the Contractor for reimbursement or replacement of parts in accordance with paragraph 15 hereunder.

Contractor Supplied Parts – County Connection may request that the Contractor supply new parts for warranty-covered repairs being performed by County Connection. These parts shall be prepared by Contractor and shipped to County Connection from any source selected by the Contractor within fourteen (14) calendar days of receipt of the request for said parts.

Defective Components Return – The Contractor may request that parts covered by the warranty be returned to the manufacturing plant. Request for return of defective parts/components must be made within thirty (30) calendar days after submittal of Warranty Claim. County Connection may request Contractor to verify that part/component is defective prior to shipment. The total cost of verification and shipment shall be paid by the Contractor. Materials will be returned freight collect.

Should the Contractor find that the part/component was not defective after it has been returned to the Contractor, Contractor shall notify County Connection and obtain disposition instructions for the part/component. Should County Connection request that part/component be returned to County Connection, County Connection shall pay for shipping cost.

15. Reimbursements

Labor – County Connection shall be reimbursed by the Contractor for labor. The reimbursement amount shall be determined by multiplying the number of work hours actually required to diagnose and correct the defect by the current labor rate (inclusive of benefits) in effect at the time of repair, plus forty percent (40%) overhead and administrative charges.

Parts – County Connection shall be reimbursed by the Contractor for defective parts and for parts that must be replaced to correct the defect. The reimbursement amount shall be the actual County Connection cost of the part(s) at the time of repair calculated from County Connection's purchase order or inventory charge-out ledger and shall include taxes where applicable plus fifteen percent (15%) handling costs.

Other – The cost of towing the bus, if such action is necessary, shall also be reimbursable, whether done by County Connection employees or by an outside contractor. Towing reimbursement shall remain in effect throughout the time periods set forth in paragraphs O.1 and O.2 above.

Method – Warranty reimbursement shall be made through a warranty claim form. County Connection will provide the following information on such form:

County Connection bus number affected	County Connection repair code
Date defect detected	Total claim value
Mileage	County Connection work order number
Labor hours and labor costs	Defect
Description of parts used and price	Repair
County Connection part number	

All other information requested by Contractor shall be Contractor's responsibility.

Contractor shall reimburse County Connection by negotiable check within sixty (60) calendar days of receiving a valid Warranty Claim. Meetings between County Connection and the Contractor's representative shall be held on at least a quarterly basis if there are outstanding warranty claims and payments.

16. Warranty After Replacement/Repair

If any component or subsystem is repaired, rebuilt, or replaced by the Contractor or by County Connection's personnel, the subsystem shall have the unexpired warranty period of the original subsystem.

17. Effect of Delay

In the event that, during the warranty period, repairs and/or modifications on all or any bus made necessary by defective design, material or workmanship are not completed due to lack of material or inability to provide the proper repair, or by the Contractor's neglect, delay time shall not be considered as part of the warranty period and the warranty period shall be extended by the period of the delay.

18. Disclaimer

Nothing in these requirements, conditions, or specifications, including County Connection's right to a complete inspection prior to acceptance of the vehicles, shall constitute a disclaimer to or limit, negate, exclude, or modify in any way any warranty created hereunder.

It is understood and agreed that by establishing this warranty provision, by outlining the Technical Specifications and the Contract Documents, and by inspecting and accepting each bus, County Connection does not waive (a) any warranty, either expressed or implied, which is created pursuant to this Agreement or by law, or (b) any other liability of the Contractor that may arise under applicable law.

P. Technical Assistance

The Contractor shall maintain and make available to County Connection upon request, the technical services of competent engineers and necessary laboratory services at the Contractor's sole cost and expense for the purpose of assisting County Connection in resolving any problems that may arise in connection with the use of any of the items called for under the Contract.

The Contractor shall keep all maintenance manuals, parts manuals, and related technical documentation up-to-date and available to County Connection at no charge for a minimum period of twelve (12) years after the date of acceptance of the buses furnished under this contract. All updated information shall be sent with a cover letter explaining the changes. All copies will be forwarded to County Connection's Chief Operating Officer.

Q. Bus Database Information

The Contractor shall provide a Microsoft Windows XP Excel file or hardcopy listing for each bus at the time of delivery that shall include:

Manufacturer name
Vehicle model name
County Connection Bus number
Manufacturer vehicle identification number (VIN#)
Engine make, model and serial number
Engine ECM model and serial number
Transmission make, model and serial number
Transmission ECU model and serial number
Differential model and serial number
Alternator model and serial number
Regulator model and serial number
Starter model and serial number
Air compressor model and serial number
Air conditioning compressor model and serial number
Steering box model and serial number
Front axle model and serial number
Rear axle model and serial number
Catalyst/muffler and/or exhaust after-treatment model and serial number
Wheelchair ramp model and serial number
DVR model and serial number

R. Manuals

For buses furnished under this contract the Contractor shall provide the following manuals to County Connection and for each make and model in the quantities specified within sixty (60) calendar days of the date of acceptance of the pilot bus:

1. Ten (10) current bus maintenance manuals including all air system, complete electrical, multiplex and hydraulic schematics and diagrams. Four (4) manuals shall have all pages laminated in clear plastic;
2. Ten (10) current bus air conditioning system maintenance manuals (if not included in bus manual) including all electrical and hydraulic schematics and diagrams. Four (4) manuals shall have all pages laminated in clear plastic;

3. Ten (10) current bus wheelchair ramp maintenance manuals (if not included in bus manual) including all electrical and hydraulic schematics and diagrams. Four (4) manuals shall have all pages laminated in clear plastic;
4. Ten (10) current bus engine maintenance manuals (if not included in bus manual) including all electrical and hydraulic schematics and diagrams. Four (4) manuals shall have all pages laminated in clear plastic;
5. Ten (10) current bus transmission manuals (if not included in bus manual) including all electrical and hydraulic schematics and diagrams. Four (4) manuals shall have all pages laminated in clear plastic;
6. Ten (10) current bus part manuals applicable to the buses provided under this contract, including all subsystems and components, whether manufactured by the Contractor or purchased ready made from an outside source. This manual shall include detailed dimensional drawings for all glazing used in the bus (windows, windshield and doors) to allow future replacement. An index shall be provided at the front of the manual that contains a numerical listing to section reference and alpha part description to section of reference. Four (4) manuals shall have all pages laminated in clear plastic;
7. Five (5) current part price catalogs applicable to the buses furnished under this contract, including all subsystems and components whether made by the Contractor or purchased already made from an outside source.
8. One thousand (1,000) operator's manuals for County Connection for each model of bus furnished under this contract. The operator manuals shall have all options installed under the contract described and illustrated that may be used by the operator.
9. All Service and Parts Manuals furnished for the buses shall also be supplied in a PDF format on CD-ROM disks to allow the information to be loaded into County Connection's Maintenance and Materials Management Information System.

All manuals and electrical schematics will be provided indicating the "as-built" condition of the buses supplied to County Connection including all optional accessories provided.

Within 60 days of delivery and acceptance of the pilot bus, the Contractor will provide County Connection an aftermarket part listing with a recommended spare parts inventory to support the quantity of buses provided in the base order.

Failure to provide the required documentation within the timeframes specified may result in County Connection conditionally accepting buses and withholding the 5% retention as described in Section 13.M "Inspection/Acceptance/Payment" until all documentation is provided and accepted by County Connection.

10. Parts availability guarantee – the contractor hereby guarantees to provide, within reasonable periods of time, the spare parts, software and all equipment necessary to maintain and repair the buses supplied under this Contract for a period of at least 15 (fifteen) years after the date of acceptance. Parts shall be interchangeable with the original equipment and be manufactured in accordance with the quality assurance provisions of this Contract. Prices shall not exceed the Contractor's then current published catalog prices.

Where the parts ordered by the Procuring Agency are not received within two working days of the agreed upon time/date and a bus procured under this Contract is out-of-service due to the lack of said ordered parts, then the Contractor shall provide the Procuring Agency, within eight hours of the Procuring Agency's verbal or written request, the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact person's names for all of the specific parts not received by the Procuring Agency.

Where the contractor fails to honor this parts guarantee or parts ordered by the Procuring Agency are not received within 30 (thirty) days of the agreed upon date, then the Contractor shall provide the Procuring Agency, within 7 (seven) days of the Procuring Agency's verbal or written request, the design and manufacturing documents for those parts by the Contractor and the original suppliers' and/or manufacturers' parts numbers, company name, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Procuring Agency. Contractors' design and manufacturing documentation provided to the Procuring Agency shall be for the sole use in regard to the buses procured under this Contract and for no other purpose.

S. Training

A comprehensive hands-on training program for County Connection's operations and maintenance staff shall be provided by the Contractor and Original Equipment Manufacturers (OEM) for major components provided on the buses. The Training Program schedule will be discussed with Contractor after contract award to establish a training schedule that is properly coordinated with the delivery and acceptance of the buses. The minimum training program requirements are described below.

1. Vehicle Operations Training - The vehicle operation training will be provided to a team of Operator Trainers and will cover a minimum of two classes at four (4) hours per class.
2. Basic Vehicle Orientation - A basic vehicle orientation class for mechanics, service workers, and supervisors will be conducted which provides an overview of the vehicle, service access locations to all major components, locations of all daily service items on the bus, location of all diagnostic ports, and other general operations and of vehicle maintenance. A minimum of six classes at four (4) hours per class will be provided.
3. Bus Maintenance - A detailed twenty-four (24) hour class covering the bus air system, doors, suspension, body and other minor systems will be provided for County Connection's mechanics, supervisors, maintenance trainers and support staff. A minimum of six classes will be provided.
4. Bus Electrical - A detailed twenty-four (24) hour class covering the bus electrical system including the charging/starting circuit, 12/24 volt power distribution, multiplex system, and all electrical schematics will be provided for County Connection's mechanics, supervisors, maintenance trainers and support staff. A minimum of six classes will be provided.
5. AC/Heat System - A detailed twenty-four (24) hour class covering the bus heating and air conditioning system operations, maintenance, diagnostics and troubleshooting will be provided for County Connection's mechanics, supervisors, maintenance trainers and support staff. A minimum of six classes will be provided.

6. Engine - A detailed forty (40) hour class covering the engine and exhaust after treatment system provided that includes engine familiarization, electronic controls, mechanical and electronic diagnostics, exhaust system operation, maintenance and diagnostics, component replacement of exhaust key components will be provided for County Connection's mechanics, supervisors, maintenance trainers and support staff. A minimum of six classes will be provided.
7. Transmission - A detailed thirty-two (32) hour class covering the transmission provided that includes transmission familiarization, operation, electronic controls, mechanical and electronic diagnostics will be provided for County Connection's mechanics, supervisors, maintenance trainers and support staff. A minimum of six classes will be provided.
8. Transmission Overhaul - A detailed forty (40) hour class covering the transmission provided that includes all aspects of transmission overhaul for County Connection's two maintenance trainers (train the trainers). A minimum of one class will be provided.
9. Destination Sign System - A detailed four (4) hour class covering the destination sign system including operations, maintenance, diagnostics and troubleshooting, and component replacement will be provided for County Connection's mechanics, supervisors, maintenance trainers and support staff. A minimum of six classes will be provided.
10. Destination Sign System Programming - A detailed eight (8) hour class covering the destination sign system including use of the programming software, loading County Connection's destination sign listing into the system, sign list updates, programming features, and transfer of program to individual buses will be provided for County Connection's designated sign programmers. A minimum of two classes will be provided.
11. Wheelchair Ramp - A detailed four (4) hour class covering the wheelchair ramp including operation, maintenance, hydraulics and controls, diagnostics and repair will be provided for County Connection's mechanics, supervisors, maintenance trainers and support staff. A minimum of six classes will be provided.
12. Parts and Support Familiarization - A four (4) hour class covering the Contractor's parts manuals, parts ordering procedures, and recommended spare parts inventory levels will be provided for County Connection's Stores, Procurement, and Technical Services staff. A minimum of two classes will be provided.

Vehicle operations training described in S.1 will begin upon final acceptance of the Pilot Bus by County Connection, or at a later date, if agreed mutually by County Connection and Contractor. Basic vehicle orientation, bus maintenance training, destination sign programming, and parts and support familiarization training will begin immediately after delivery of the second bus by the Contractor. The remaining training will be scheduled over a period of one (1) year from date of final acceptance of the second bus delivered by the Contractor, subject to approval of dates and times by County Connection. All training will be conducted at County Connection's operations and maintenance bases.

T. Federal Motor Vehicle Safety Standards

Each bus must comply with the Federal Motor Vehicle Safety Standards (FMVSS) as established by the Department of Transportation and must meet all Federal and

California Laws and Regulations and Safety Standards in effect on the date of original manufacture.

U. PPI Index Escalator/De-escalator

County Connection and Consortia Members reserves the right to order buses and equipment over the five-year contract term. The prices of such buses and equipment shall be at the prices quoted on Appendix B, Cost Proposal. These prices shall remain firm fixed for any orders issued by County Connection and Consortium Members within a period of 180 days of the Notice to Proceed date. The price(s) of any buses or equipment ordered by County Connection and Consortium Members after the initial 180 day firm/fixed price period shall be that quoted (Base Order Prices) plus/minus any change which will be calculated based on the following formula which utilizes the U.S. Department of Labor/Bureau Of Labor Statistics Producer Price Index (PPI) Category 1413, "Trucks and Bus Bodies."

The change in this index will be used to adjust the Base Order Prices. However, in no event will County Connection allow a PPI-based adjustment that result in a price increase of greater than five percent per year above the Base Order Price.

Formula:

Index Point Change

	<u>Example</u>
PPI Index: Future Award Month	141.1
Less PPI Index: Base Award Month	<u>137.6</u>
Equals Index Point Change	3.5

Index Percent Change

Index Point Change	3.5
Divided by PPI Index: Base Award Month	137.6
Equals Percentage Change	.0254

Base Order Price	1,000.00
Plus Percent Change (.0254 x \$1,000)	25.40
Revised Price for Future Order	\$1,025.40

Example:

County Connection awarded its contract in May 2025 (Base Award Month) with the published data for PPI-category 1413 showing an index value of 137.6. County Connection has ordered and received its Base Order of buses. In May of 2026, County Connection elects to purchase more buses for delivery in 2026. The published data for PPI-category 1413 shows an index value of 141.1 in May 2025. The percentage change in the PPI index from May 2025 to May 2026 would be .0254. The buses ordered in May 2026 would be .0254 higher than those ordered in May 2025. This example assumes that the two purchases are for identically equipped buses.

If any significant equipment modifications are made, in compliance with the terms of the contract, County Connection and the Contractor will enter into negotiations to determine the price of the equipment modification(s) and the impact of the modification(s) on the Base Order Price(s). The following calculations will be used to convert the then-current price of the modification(s) to the value of the modification(s) on the date of the Base Order Price:

Formula:Index Point Change

	<u>Example</u>
PPI Index: Future Equipment Modification Month	141.1
Less PPI Index: Base Award Month	<u>137.6</u>
Equals Index Point Change	3.5

Index Percent Change

Index Point Change	3.5
Divided by PPI Index: Base Award Month	137.6
Equals	.0254
Results Multiplied by 100	.0254 X 100
Equals Percent Change	2.54%
Future Equipment Modification Price	\$200.00
Less Percentage Change (2.54%x\$200.00)	5.08
Value of Equipment Modification(s) in Base Award Month	194.92
Base Order Price	1,000.00
Plus Equipment Modification(s) Cost	194.92
Equals Revised Base Order Price	\$1,194.92

All future releases, including the equipment modification(s), will be priced based upon the new revised Base Award Price.

V. Intellectual Property Warranty

County Connection shall advise the Contractor of any impending patent suit related to this Contract against County Connection and provide all information available. The Contractor shall indemnify and defend any suit or proceeding brought against County Connection based on a claim that any equipment, or any part thereof, furnished by Contractor under this Contract constitutes an infringement of any patent, and the Contractor shall pay all damages and costs awarded therein. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or parts is enjoined, Contractor shall at its own expense and at its option, either procure for County Connection the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

W. Data RightsProprietary Rights/Rights in Data

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract

It included the proprietary rights of:

- Shop Drawings and Working Drawings;
- Technical data including manuals or instruction materials, computer or microprocessor software;
- Patented materials, equipment, devise or processes; and
- License requirements

County Connection shall protect proprietary information provided by the Contractor to the fullest extent of the law. The contractor shall grant a royalty-free, perpetual, non-exclusive license to allow County Connection to utilize such information in order to maintain the vehicles.

County Connection reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the following subject data for its purposes:

1. Any subject data required to be developed and first produced in the performance of the Contract and specifically paid for as such under the Contract whether or not a copyright has been obtained;
2. Any rights of copyrights to which the Contractor, subcontractor or supplier purchases ownership for the purpose of performance of the Contract and specifically paid for as such under the Contract; and
3. The Contractor agrees to include the requirements of this clause, modified as necessary to identify the affected parties, in each subcontract and supply order placed under the Contract.

14. FEDERAL CONTRACT CLAUSES

This project will be financed in part by funds from the Federal Transit Administration (FTA). Accordingly, Federal requirements apply to this contract and if those requirements change then the most recent requirements shall apply to the project as required.

A. Energy Conservation

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

B. Clean Water and Air Requirements

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor/Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. The Contractor/Consultant also agrees to include these requirements in each subcontract exceeding \$150,000 financed in part or in whole with federal assistance provided by the FTA.

C. Lobbying

Contractor shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Contractor/Consultant shall certify that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor/Consultant shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

Such disclosures shall be forwarded to the Agency. Contractor/Consultant shall ensure that all of its subcontractors/subconsultants under this Agreement shall certify the same. The Agency is responsible for keeping the certification of the Contractor/Consultant, who is in turn responsible for keeping the certification forms of subcontractors/subconsultants. The Bidder shall complete Standard Form SF-LLL, "Disclosure of Lobbying Activities," which is included with the solicitation documents, including instructions for completion.

D. Access to Records and Reports

Contractor must provide all authorized representatives of the Agency, the FTA Administrator, the State Auditor and the Comptroller General of the United States access to any books, documents, papers and records of the Contractor which are related to performance of this Agreement for the purposes of making audits, copies, examinations, excerpts and transcriptions. Contractor also agrees to retain and maintain, and will require its subcontractors to retain and maintain, all books, records, accounts and reports related to this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain the same until County Connection, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

E. Federal Changes

Contractor must at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (33) dated April, 29 2025) between the Agency and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's/Consultant's failure to so comply constitutes a material breach of this Agreement.

F. No Government Obligation to Third Parties

County Connection and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to County Connection, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil

Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under County Connection of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

H. Government-Wide Debarment and Suspension

This Agreement is a covered transaction subject to the requirements of 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)" and 2 CFR Part 1200, U.S. DOT regulations, "Nonprocurement Suspension and Debarment." These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor/Consultant is required to verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be: (a) Debarred from participation in any federally assisted Award; (b) Suspended from participation in any federally assisted Award; (c) Proposed for debarment from participation in any federally assisted Award; (d) Declared ineligible to participate in any federally assisted Award; (e) Voluntarily excluded from participation in any federally assisted Award; or (f) Disqualified from participation in any federally assisted Award.

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

The certification in this clause is a material representation of fact relied upon by the Agency. If it is later determined by the Agency that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C, as supplemented by 2 C.F.R. Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. Civil Rights Requirements

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

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

K. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220. 1G, as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County Connection requests which would cause County Connection to be in violation of the FTA terms and conditions.

L. Buy America Pre-Award and Post-Delivery Audit Requirement

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR § 661.11. All bidders or proposers must submit the

appropriate Buy America certification to the Agency with their bids or proposals, except those subject to a general waiver. Proposals that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The Contractor agrees to comply with 49 U.S.C. § 5323(M) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

1. **Buy America Requirements:** The Contractor must complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Contractor certifies compliance with Buy America, it must submit documentation which lists (1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and (2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
2. **Pre-Award Solicitation Specifications Certification:** The Contractor shall submit evidence that is capable of producing rolling stock that meets the Agency's specifications set forth in the solicitation..
3. **Federal Motor Vehicle Safety Standards (FMVSS):** The Contractor must submit evidence of (1) the manufacturer's self-certification sticker information that the vehicle complies with applicable FMVSS in 49 CFR Part 571, as may be amended, or (2) the manufacturer's self-certification statement that the vehicle is not subject to the FMVSS in 49 CFR Part 571, as may be amended.
4. Contractor will cooperate with County Connection in conducting all post-delivery review necessary to ensure compliance with the Buy America requirements.

M. Breaches and Disputes Resolution

1. Overtime Requirements – Neither the Contractor nor its subcontractors may permit any laborer or mechanic in any workweek in which he or she is employed on such work under this Contract to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation, Liability for Unpaid Wages, Liquidated Damages – In the event of any violation of the clause set forth in paragraph 1 of this Section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this Section in the sum of \$10.00 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this Section.
3. Withholding for Unpaid Wages and Liquidated Damages – County Connection shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by Contractor under any such contract or any other Federal contract with Contractor or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor, such sums as may be determined to be necessary to satisfy any liabilities of

Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this Section.

4. Subcontracts – The Contractor shall insert in any subcontract the clauses set forth in this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Section.
5. Payrolls and Basic Records – Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and shall also maintain records that show the costs anticipated or the actual cost incurred in providing such benefits. Should the Contractor employ apprentices or trainees under approved programs, it shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
6. Occupational Safety and Health Act – The Contractor agrees to comply with Section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 333, and applicable DOL regulations, “Safety and Health Regulations for Construction”, 29 CFR Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.
7. The Contractor also agrees to include the requirements of this Subsection 7 in each subcontract. The term “subcontract” under this Subsection is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a “subcontractor” under this Section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials that will become an integral part of the construction is a “subcontractor” if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a “subcontractor.” The requirements of this Section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

N. Bus Testing

The Contractor shall complete and submit a certificate (Appendix K) agrees to comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
2. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

O. Fly America

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

The Contractor Agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

P. Transit Vehicle Manufacturer's (TVM) Certificate

TVM Certification **MUST** be submitted with Proposal; Proposal is considered non-responsive if certification is not submitted and contract cannot be awarded (Appendix O).

Q. Safe Operation of Motor Vehicles

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or

County Connection. The Contractor/Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

R. Telecommunications Equipment or Services; Video Surveillance Equipment or Services.

The Contractor represents that the Contractor, and its subcontractors and subconsultants, will not provide or use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, in accordance with Section 889 of the John S. McCain National Defense Authorization Act, in the performance of this Agreement. "Covered telecommunications equipment or services" means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment listed in (1) or (2); or (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of the People's Republic of China. "Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service. "Critical technology" includes those critical technologies listed in 48 C.F.R. 52.204–25, subpart (a).

S. Domestic Preferences for Procurements

Pursuant to 2 CFR § 200.322, the Contractor should, to the greatest extent practicable under this Agreement and as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Contractor must include this requirement in agreements with subcontractors, including all contracts and purchase orders for work or products under this Agreement.

15. **RFP SUBMITTAL CHECKLIST OF REQUIRED ITEMS**

In addition to the submittal requirements outlined in Section 10 "Proposal Content and Submission", Proposers shall use the following checklist as a guide to ensure all required documentation is included in its Proposal:

- Cover Letter of Introduction and:
- Table of Contents
- Proposers Capability, Experience, and Qualifications
- _____ a. Most recent audited financial statement
- _____ b. List of five references
- _____ c. Indicate that the Proposer's team is prepared to sign the sample Agreement for Services and indicate the Proposer's agreement to be bound to the proposed scope of Work and associated Cost Proposal for 180 days
- Description of Proposer's Organization
- A letter from the Proposer's insurance carrier indicating that the insurance company has read the insurance requirements stated Section 15 of Appendix A "Insurance", and that it will be able to provide the certificate and endorsement for the coverage required. A copy of Proposer's insurance policy will not satisfy this requirement to meet the insurance requirements
- Cost Proposal using the County Connection's form (Appendix B)
- Performance Bond (Appendix C)
- Buy America Certificate of Compliance (Appendix D)
- Subcontractor/Disadvantaged Business Enterprise Questionnaires (Appendix E)
- Federal Motor Vehicle Safety Standards and Pollution Certificate (Appendix F)
- Location of Parts and Technical Service Data (Appendix G)
- FTA Bus Testing Certification (Appendix H)
- Lobbying Certificate (Appendix I)
- Federal Motor Vehicle Safety Standards (FMVSS) (Appendix J)
- Certificate of Compliance with Bus Testing Requirement (Appendix K)
- Acknowledgement of Addenda (if any) (Appendix L)
- Buy America Audit Worksheet (Appendix M)
- Request for Approved Deviations (Appendix N)
- Transit Vehicle Manufacturer's (TVM) Certification (Appendix O)
- Certificate of Liability Insurance and Letter (Appendix P)

Proposers are reminded to include one original and two hard copies, plus two digital copies (i.e., CD, flash drive) of complete Proposal. And to identify any proprietary, trade secret or other confidential information in the Proposal.

16. **PROJECT TIMELINE**

The following project timeline is provided for your scheduling information, but it may be subject to change at the discretion of County Connection:

<u>Event</u>	<u>Date</u>
RFP Issued	June 5, 2025
Pre-Proposal Meeting	10:00 a.m. June 26, 2025
Request for Modifications or Clarifications Due	July 8, 2025
Response to Requests for Modifications or Clarifications	July 29, 2025
Proposal Opening Date	2:00 p.m. September 15, 2025
Interviews (tentative)	Week of September 19, 2025
Board Award	October 16, 2025
Notice to Proceed (tentatively scheduled)	November 3, 2025

17. **CONSORTIUM MEMBER VEHICLE QUANTITIES**

The following Transit Authorities have expressed interest in procuring buses under the terms and conditions of these specifications. The award of a contract directly by the following Transit Authorities with the selected vendor for the purchase of buses will be solely up to the Transit Authority based on a number of factors, such as funding, price, vehicle delivery dates, specifications, and the adherence to FTA vehicle procurement regulations. County Connection will not be a party to any contract issued or award made by any other Agency.

<u>TRANSIT AUTHORITY</u>	<u>MIN/MAX QUANTITY</u>
Alameda-Contra Costa Transit District (AC Transit)	400 / 400
City of Fresno, Department of Transportation Fresno Area Express (FAX)	40 / 70
City of Visalia	25 / 32
Eastern Contra Costa Transit Authority (Tri Delta Transit)	45 / 45
Livermore Amador Valley Transit Authority (LAVTA)	4 / 29
Napa Valley Transportation Authority (NVTA)	16 / 16
Stanislaus Regional Transit Authority (StanRTA)	46 / 56
Union City Transit	4 / 4
Western Contra Costa Transit Authority (WestCAT)	27 / 35

18. **LIST OF APPENDICES**

- A. Sample Agreement
- B. Cost Proposal
- C. Performance Bond and Sample Irrevocable Standby Letter of Credit
- D. Buy America Certificate of Compliance
- E. List of Prime Contractor and Subcontractors/Suppliers
DBE/SBE Good Faith Effort Form
- F. Federal Motor Vehicle Safety Standards and Pollution Certificate
- G. Location of Parts and Technical Service Data
- H. FTA Bus Testing Certification
- I. Lobbying Certificate
- J. Federal Motor Vehicle Safety Standards (FMVSS)
- K. Certificate of Compliance with Bus Testing Requirement
- L. Acknowledgement of Addenda

- M. Buy America Audit Worksheet
- N. Request for Approved Deviations
- O. Transit Vehicle Manufacturer's (TVM) Certification
- P. Sample Certificate of Liability Insurance and Letter