

CENTRAL CONTRA COSTA TRANSIT AUTHORITY

NOTICE AND INVITATION TO BIDDERS

BID FORM

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

SPECIAL PROVISIONS

TECHNICAL SPECIFICATIONS

FOR

LEASE OF TRANSIT TIRES AND RELATED SERVICES

CENTRAL CONTRA COSTA TRANSIT AUTHORITY

**PROJECT NUMBER
2025-MA-04**

DATE OF ISSUANCE: NOVEMBER 10, 2025

PRE-BID MEETING: NOVEMBER 20, 2025

**REQUEST FOR APPROVED EQUALS,
MODIFICATIONS OR CLARIFICATIONS DUE: DECEMBER 1, 2025**

**RESPONSE TO REQUESTS FOR APPROVED EQUALS,
MODIFICATIONS OR CLARIFICATIONS DUE: DECEMBER 11, 2025**

BID OPENING DATE: DECEMBER 18, 2025

William Churchill
General Manager

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CENTRAL CONTRA COSTA TRANSIT AUTHORITY

NOTICE INVITING SEALED BIDS

The Chief Operating Officer will receive sealed bids in his office, located at 2477 Arnold Industrial Way, Concord, California 94520, at any time prior to the hour of **2:00 PM, on December 18, 2025**, for:

LEASE OF TRANSIT TIRES AND RELATED SERVICES

CENTRAL CONTRA COSTA TRANSIT AUTHORITY

PROJECT NUMBER 2025-MA-04

Bids must be submitted on Central Contra Costa Transit Authority's (County Connection) "Bid Form" enclosed in a *sealed* envelope clearly marked "LEASE OF TRANSIT TIRES AND RELATED SERVICES" and plainly endorsed with the bidder's name, opening date and Project Number 2025-MA-04.

All bids must be accompanied by a cashier's or certified check, irrevocable standby letter of credit, or a bidder's bond in the amount of ten percent (10%) of the sum of the Estimated Total 5-Year Cost, as set forth on the Bid Form, which shall be applied to damages sustained by County Connection if the successful Bidder fails or refuses to enter into the contract awarded to it.

A pre-bid meeting and job walk will be conducted on November 20, 2025, at 10:00AM at the County Connection Maintenance Building, located at 2477 Arnold Industrial Way, Concord, CA 94520. Although attendance at the pre-bid meeting is not mandatory, it is strongly encouraged to ensure bidders are familiar with the scope of work and to ask any questions relative to this Invitation for Bids.

Requests for approved equals, modifications or clarifications of any requirement must be submitted in writing to Kevin Finn, Manager of Grants and Purchasing, 2477 Arnold Industrial Way, Concord, California 94520 or emailed to Kevin Finn at finn@countyconnection.com, no later than close of business day **December 11, 2025**.

County Connection hereby notifies all bidders 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 3.5% for the participation of small, disadvantaged business enterprises; however, at this time, County Connection is not counting DBE participation toward its overall goal. Please see Paragraph 48 of the Instructions to Bidders and General Conditions for more information. Bidders are urged to obtain Small Business Enterprise (SBE) participation for this contract, although there is no specific SBE contract goal. Bidders are encouraged to attend the Pre-Bid Meeting to better understand the applicable SBE requirements. For assistance, contact Kristina Martinez, DBE Officer, at (925) 680-2031.

This contract is subject to the receipt of financial assistance from local sales tax funds and may also be subject to a grant agreement between the Metropolitan Transportation Commission and County Connection, which includes Federal funds. The contract is subject to laws and regulations governing the use of such funds. Bidders will be required to certify that they have not been suspended or debarred from participation in federal, state or local-funded contracts and to disclose any lobbying activities. Full compliance with certain requirements including but not limited to DBE requirements, Equal Employment Opportunity and Americans with Disabilities Act laws and regulations, and applicable Safety and Health standards will be required of the successful bidder.

Bids will be examined and reported to the County Connection Board of Directors within sixty (60) days after the bid opening. County Connection reserves the right to reject any and all bids or to waive any irregularity or informalities in any bid or in the bidding procedure. No bidder may withdraw its bid for a period of sixty (60) days after the date of opening of bids. Each Bidder will be notified of award of contract, if award is made.

The successful bidder will be required to furnish a performance bond in the amount of twenty percent (20%) of the sum of the Estimated Total 5-Year Cost, as set forth on the Bid Form.

All bids must be furnished in accordance with the terms and conditions of the contract documents including the Instructions to Bidders and General Conditions, Special Provisions, Technical Specifications, and Bid Form. All holders of the bid documents will be notified of all addenda and will receive copies thereof.

Contract documents may be inspected and obtained at County Connection's office at 2477 Arnold Industrial Way, Concord, California 94520. Requests for contract documents or general questions may be directed to Kevin Finn, Manager of Grants and Purchasing, at the address above or by calling Kevin Finn at (925) 680-2087. Copies of the Invitation for Bid may be downloaded at County Connection's website at countyconnection.com.

Date: November 10, , 2025

William Churchill
General Manager

CENTRAL CONTRA COSTA TRANSIT AUTHORITY

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

1. DEFINITION OF TERMS

Whenever in the bid or Contract Documents the following terms or pronouns in place of them, or abbreviations, are used, the intent and meaning shall be interpreted as follows:

"Central Contra Costa Transit Authority", "Authority", "County Connection" or "CCCTA" means Central Contra Costa Transit Authority.

"Board", "Directors" or "Board of Directors" means Central Contra Costa Transit Authority Board of Directors.

"General Manager" means the General Manager of Central Contra Costa Transit Authority or his properly authorized representative or agent.

"Contractor" or "Vendor" means the successful bidder to whom a contract is awarded.

"Written Order" means a written order signed by the General Manager, or his properly authorized representative or agent, mailed to the Contractor at the address designated in its bid or to such other address as it may designate in writing as its official place of business.

"Bid Documents", "Bid Forms", "Contract Documents" and cognate terms mean the Notice, Instructions to Bidders and General Conditions, Technical Specifications and Specific Conditions, Bid Form, and Addenda, if any, Notice of Award and Contract.

"Notice" means notice published requesting bids.

"Days" means calendar days unless otherwise specified.

2. CANVASS OF BID

County Connection reserves the right to postpone bid openings for its own convenience. At the hour specified in the Notice to Bidders, or by County Connection upon postponement of the time originally set for bid opening, County Connection, in open session, will open, examine and publicly declare (via Zoom) all bids received. Bidders, their representatives, and others interested, are invited to be present at the opening of bids (via Zoom).

The lowest responsive responsible bidder will be determined by the Estimated Total 5-Year Cost stated on the Bid Form.

3. BID FORM AND SIGNATURE

The bid shall be made on the form provided therefor and shall be enclosed in a sealed envelope marked and addressed as required. If the bid is made by a sole owner, it shall be signed with his/her full name and his/her address shall be given. If the bid is made by a partnership, it shall be signed with the partnership name by a member of the firm who shall also sign his/her own name and the name and address of each member shall be given. If the bidder is a corporation, the bid form shall be signed by one corporate officer from each of the following groups consisting of (1) the chair of the board, president or vice president; and (2) the secretary, assistant secretary, chief financial officer, assistant treasurer or by a person authorized by the corporation to execute written bid forms on its behalf. If the bid is executed by a person other than an officer, or by only one officer, there must be attached to the bid form a certified copy of a resolution of the corporation authorizing such officer or person to execute written bids for and on behalf of the corporation. If the bid is made by a joint venture, it shall be signed on behalf of each Participating company by officers or other

individuals who have full and proper authority to do so. Bids submitted in any other form will be considered nonresponsive and **will** be rejected.

4. **CONDITIONED BID**

Unauthorized conditions, limitations or provisos attached to a bid will render the bid nonresponsive and may cause its rejection. Modifications or clarifications to a previously submitted bid may be emailed to Kevin Finn, Manager of Grants and Purchasing, at finn@countyconnection.com, prior to the bid opening date and time, provided it is followed by an executed original of the document(s) by U.S. mail, courier or other hard copy delivery means within five (5) working days from the date of receipt of the email.

5. **BID**

Blank spaces in the bid shall be properly filled. The phraseology of the bid must not be changed, and no additions shall be made to the items mentioned therein. Alterations by erasure or interlineation must be explained or noted in the bid over the signature of the bidder. If the unit price and the total amount named by a bidder for any item do not agree, the unit price alone will be considered as representing the bidder's intention. Bids must be submitted on the form provided. Bids submitted in any other form will be considered nonresponsive and **will** be rejected.

6. **SUBMISSION OF BID**

Prior to the hour specified in the notice inviting sealed bids, one (1) original, two (2) copies, and one (1) digital copy (i.e., CD, flash drive) of the bidder's bid shall be delivered to Scott Mitchell, Chief Operating Officer at 2477 Arnold Industrial Way, Concord, California 94520. All bids shall be in a sealed envelope properly endorsed as to "LEASE OF TRANSIT TIRES AND RELATED SERVICES, Project Number 2025-MA-04" and opening date. Bids received after said time or at any place other than the time and place stated in the notice will not be considered.

7. **WITHDRAWAL OF BID**

A bidder may withdraw its bid before the expiration of the time during which bids may be submitted, without prejudice to itself, by submitting a written request for its withdrawal to the officer who holds the bid.

8. **FIRM BID**

All bids shall remain in effect for sixty (60) days from presentation of bid to the Board of Directors of County Connection.

9. **TAXES**

The supplies, materials or equipment called for under the specifications will be used by County Connection in the performance of a governmental function and are exempt from taxation by the United States Government. County Connection will, if requested, furnish a tax exemption certificate and any and all affidavits and documents that may be necessary to establish such exemption. Sales or use taxes and excise taxes shall not be included in any bid price quoted on the Bid Form. Contractor shall include any applicable taxes on each monthly invoice.

10. **SOLE BID**

In the event a single bid is received, County Connection may conduct a price and/or cost analysis of the bid. A price analysis is the process of examining the bid and evaluating a prospective price without evaluating the separate cost elements. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached hereto.

Where it is impossible to obtain a valid price analysis, it may be necessary for County Connection to conduct a cost analysis of the bid price. The sole bidder will cooperate with County Connection and provide any requested information promptly.

Subject to County Connection's obligations pursuant to the California Public Records Act (PRA), such information identified by Bidder as proprietary will not be disclosed. If the Bidder believes any bid, communication, or other document contains trade secrets or other proprietary information that the Bidder believes would cause substantial injury to the Bidder's competitive position if disclosed, the Bidder shall request that County Connection withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. The Bidder must also submit a redacted copy of its bid and a confidentiality index explaining why the information is not subject to disclosure under the PRA. The Bidder may not designate its entire proposal or bid as confidential. Additionally, Bidder may not designate its cost proposal or any required bid forms or certifications as confidential. If Bidder requests that County Connection withhold from disclosure information identified as confidential, and County Connection complies with the Bidder's request, Bidder shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless County Connection from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Bidder information), and pay any and all costs and expenses related to the withholding Bidder information.

11. EXPERIENCE AND QUALIFICATIONS, STATEMENT OF

The bidder may be required, upon request of the General Manager, to prove to the General Manager's satisfaction that the bidder has the skill and experience and that it has the necessary facilities and ample financial resources to perform the contract in a satisfactory manner and within the required time.

12. ALTERNATIVE BID

Submission of an alternative bid or bids, except as specifically called for in the specifications or bid form, will render the bid non-responsive and will cause its rejection.

13. DEBARRED BIDDERS

The Contractor, including any of its officers or holders of a controlling interest, is obligated to inform County Connection whether or not it is, or has been, on any debarred bidders' list maintained by the United States Government. Should the contractor be included on such a list during the performance of this project, it shall so inform County Connection.

14. NON-COLLUSION

By submitting a bid, the bidder represents and warrants that such bid is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the bidder has not, directly or indirectly, induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder. The Non-Collusion Declaration form found with the Bid Form shall be completed and returned with the Bid package.

15. COLLUSION, PENALTY FOR

If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any bid or bids, colluded with any other parties, then the contract so awarded shall be null and void; and the Contractor and its bondsmen shall be liable to County Connection for all loss or damage which County Connection may suffer thereby; and the Board of Directors may advertise for a new contract for said labor, supplies, materials or equipment.

16. INTEREST OF COUNTY CONNECTION PERSONNEL

By submitting a bid, the bidder represents and warrants that neither the General Manager, nor any Director, officer, agent or employee of County Connection, is in any manner interested directly or indirectly in the bid or in the contract which may be made under it, or in any expected profits to arise there from, as set forth in Article 4, Division 4, Title 1 (commencing with Section 1090) of the Government Code of the State of California.

17. INTEREST, PROHIBITED

By submitting a bid, Contractor represents that to the best of its knowledge, no Board Member, officer, or employee of County Connection has any interest, contractual or non-contractual, financial or otherwise, in this transaction or in the business of Contractor. If any such interest comes to the knowledge of Contractor at any time, a full and complete disclosure of all such information shall be made in writing to County Connection, even if such interest would not be considered a conflict of interest under Article IV Division 4 (commencing with Section 1090) or Division 4.5 (commencing with Section 3600) of the Government Code of the State of California. No member, officer, or employee of County Connection or of any of its member jurisdictions during his/her tenure of office, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom.

18. REPRESENTATION BEFORE COUNTY CONNECTION

No person previously in the position of Director, Officer, employee or agent of County Connection may act as an agent or attorney for, or otherwise represent, Contractor by making any formal or informal appearance, or any oral or written communication, before County Connection, or any Officer or employee of County Connection, for a period of twelve (12) months after leaving office or employment with County Connection if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant or contract.

19. BIDDER'S SECURITY

Bidder's Security shall be in the amount of ten percent (10%) of the Estimated Total 5-Year Cost on the Bid Form.

The following forms are acceptable:

- A. An unconditional Certified or Cashier's Check on a solvent bank, payable to the order of Central Contra Costa Transit Authority; or
- B. A Bidder's Bond, using the form entitled "Bidder's Bond," provided with the bid documents, and properly executed and acknowledged by the bidder and by an admitted corporate surety authorized and admitted to transact such business in the State of California and acceptable to County Connection.
- C. An Irrevocable Standby Letter of Credit, which is available upon bidder's demand when accompanied by a signed statement from an Officer of County Connection, stating that the amount drafted is due to County Connection because of failure to enter into a written contract awarded to it by County Connection, or to furnish the requisite bond(s) or insurance certificates within the time and in the manner required by the Contract Documents and Specifications. This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) of the International Chamber of Commerce Publication No. 500.

Any condition or limitation placed upon said check or any alteration of said form of bond, or imperfection in the execution thereof, as herein required, will render it informal and may at the option of County Connection, result in the rejection of the bid under which such check or bond is submitted. Said check or bidder's bond shall be a guarantee that the bidder, if awarded the contract, will execute the required contract and performance bond within fifteen (15) days after such contract has been awarded to it or such additional time as may be allowed by County Connection. If the bidder fails or refuses to execute the required contract and performance bond within said time, the money and proceeds from the check or bond, as the case may be, shall be applied towards payment of the damage to County Connection on account of the delay in the execution of the contract and bonds and the performance of the work thereunder, and the necessity of accepting a higher or less desirable bid, resulting from such failure or refusal to execute the contract and performance bond as required. The amount of the check or bond, as the case may be, shall not constitute a limitation upon the right of County Connection to recover for the full amount of such damage. The check or bond of the successful bidder and the next two highest bidders will be returned after the execution of the contract with the successful bidder and the approval of its performance bond by County Connection. The checks or bonds of all other bidders will be returned promptly after the bids have been opened and reviewed by County Connection.

20. BRAND NAMES

To establish a basis for quality, certain materials, processes, types of machinery and equipment, or kinds of materials may be specified in the Bid Documents, either by description of process or by designating a manufacturer by name and referring to its brand or product designation, or by specifying a kind of material. Wherever such names appear, the term "or approved equal" is considered to follow. It is not the intent of these Bid Documents to exclude other processes, equipment or materials of equal value, utility or merit provided they are approved, in writing, by County Connection.

Specifying a brand name, materials, components or equipment in the specifications shall not relieve the bidder from its responsibility to produce the product in accordance with the contractual requirements. The bidder is responsible for notifying County Connection of any inappropriate brand names, materials, components or equipment that may be called for in the specifications and to propose a suitable substitute. Nothing in this section shall limit or restrict the provisions regarding the warranty of fitness set forth in the Contract Documents.

21. SPECIFICATIONS

Prime Contractors and subcontractors may make appointments to discuss the specifications. Changes to the specifications will be made only by written addendum executed by the Chief Operating Officer. Contractors and subcontractors cannot rely on any representations made that are inconsistent with the bid specifications or written addendum.

No advantage shall be taken by the manufacturer in the omission of any parts or details which go to make the services, materials, supplies and/or equipment to be procured complete and ready for service, even though such parts or details are not mentioned in the specifications. All units for parts not herein specified shall be the manufacturer's standard units.

22. INSPECTION BY BIDDER AND WAIVER

The bidder represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material or equipment called for in the Bid Documents; that it has checked its bid for errors and omissions; that the prices stated in its bid are correct and as intended by it are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials or equipment required by the Bid Documents. The bidder waives any claim for the

return of its bid deposit if an account of errors or omissions claimed to have been made by it in its bid, or for any other reason, it should refuse or fail to execute the contract.

23. REJECTION OF BID

County Connection may reject any and all bids and will reject a bid of any party who has been delinquent or unfaithful in any former contract with County Connection. The right is reserved to reject any or all bids, and to waive technical defects, as the interests of County Connection may require. County Connection may reject bids from bidders who cannot satisfactorily prove the experience and qualifications outlined in this IFB.

24. TIME FOR EXECUTION OF CONTRACT AND FILING INSURANCE CERTIFICATES AND PERFORMANCE BOND

The bidder to whom award is made shall execute a written Contract with County Connection, on the form of Contract of County Connection, within fifteen (15) days of receipt of said Contract. The bidder shall also provide a good and approved performance bond and all required insurance certificates within fifteen (15) days of receipt of the Notice of Award from County Connection. If the bidder to whom award is made fails to enter into the Contract as herein provided and to furnish said performance bond or insurance certificates, the award will be annulled, and an award may, in the discretion of the Board, be made to the bidder whose bid is next most acceptable in the opinion of the Board of Directors of County Connection; and such bidder shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

25. EXECUTION OF CONTRACT, MANNER OF

If the Contractor is an individual, the Contract shall be executed by him/her personally. If the Contractor is a partnership, it is desirable that the Contract be executed by all of the partners, but it must be executed by at least one of them. Alternatively, this bid may be executed by a single officer or a person other than an officer provided that evidence satisfactory to County Connection is provided demonstrating that such individual is authorized to bind a corporation (e.g., a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws). If the Contractor is a joint venture, the Contract must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization so to do.

26. FAITHFUL PERFORMANCE BOND

The Bidder to whom the Contract is awarded shall furnish a performance bond. The Faithful Performance Bond shall be in the amount of twenty percent (20%) of the Estimated Total 5-Year Cost on the Bid Form as a guarantee of good faith on the part of the Contractor that the contract shall be complied with in all material respects. Said bond shall remain in full force and effect throughout the term of the Contract. The amount herein specified will not be altered. All bidders must use County Connection's form of Performance Bond. The performance bond must be executed as surety by a corporation authorized to issue surety bonds in the State of California, with a financial condition and record of service satisfactory to County Connection.

The Performance Bond may be renewed on an annual basis. Failure to do so shall be grounds for termination. Prior to execution of the Contract with the successful Bidder, the Performance Bond can be revised if requested by the successful Bidder.

All alterations, extensions of time, extra and additional work, and other changes authorized by the Contract Documents may be made without securing the consent of the surety or sureties.

27. SURETIES, ADDITIONAL

If at any time during the continuance of the Contract, the sureties, or any of them shall, in the opinion of County Connection become irresponsible, County Connection shall have the right to require additional and sufficient sureties which Contractor shall furnish reasonable to the satisfaction of County Connection within ten (10) days after written notice.

28. CHANGES OF CONTRACT - BY CONTRACTOR

If the Contractor, on account of conditions developing during the performance of the Contract, finds it impracticable to comply strictly with the specifications and applies in writing for a modification of requirements, such change may be authorized only in writing by the General Manager, if not detrimental to County Connection. If changes to the Contract will result in additional costs to the Contractor, then County Connection shall compensate Contractor accordingly. Likewise, if the changes in the Contract result in a cost reduction to the Contractor, then County Connection shall be likewise compensated by Contractor.

29. CHANGES OF CONTRACT - BY COUNTY CONNECTION

In case any work, materials or equipment shall be required which are not mentioned, specified or indicated, or otherwise provided for herein, the Contractor shall, if ordered in writing by the General Manager, do and perform such work and furnish such materials or equipment, subject to availability. If changes to the Contract will result in additional costs to the Contractor, then County Connection shall compensate Contractor accordingly. Likewise, if the changes in the Contract result in a cost reduction to the Contractor, then County Connection shall be likewise compensated by Contractor.

30. PATENTS, INFRINGEMENT OF

The Contractor agrees that it will, at its own expense, defend all suits or proceedings instituted against County Connection, its Directors, members, agents, officers or employees, and pay any award of damages assessed against any or all of them in such suits or proceedings, insofar as the same are based on any claim that the materials or equipment supplied by the Contractor, or any part thereof, or any tool, article, or process used by the Contractor in the manufacture thereof, constitutes an infringement of any patent enforceable in the United States; provided, County Connection gives to the Contractor prompt notice in writing of the institution of the suit or proceeding and permits the Contractor through its counsel to defend the same and gives the Contractor all needed information, assistance and authority to enable the Contractor so to do.

31. DOCUMENTS INCORPORATED AS PART OF CONTRACT

The Notice and Invitation to Bidders, Instructions to Bidders and General Conditions, Bid Form, Technical Specifications, Special Provisions, Bidder's submission, and Addenda, if any, will be incorporated as part of the Contract.

32. FINANCIAL ASSISTANCE, STATEMENT OF

This contract is based on financial assistance contracts between County Connection and the Metropolitan Transportation Commission and/or the Federal Transportation and may be subject to the laws and regulations governing use of such funds. Contractor shall familiarize itself with such laws and regulations and comply therewith.

33. DELIVERY

Unless otherwise stated in the Contract Documents, bidder shall include freight and delivery charges in the bid price in its bid. Deliveries shall be to County Connection's facility at 2477 Arnold Industrial Way, Concord, California 94520. Tire delivery must be within thirty (30) days of written request.

34. TIME, EXTENSIONS OF

Granting of or acceptance of extensions of time to complete the performance by Contractor will not operate as a release to Contractor or otherwise modify the terms and conditions of the Contract.

35. TERMINATION

- A. County Connection may, subject to the following provisions, by ten (10) days written notice of default to Contractor, terminate the Contract, in whole or in part, in any one of the following circumstances:
1. If Contractor fails to deliver and/or install materials and equipment or to perform services as provided for herein within the time specified herein or any extension thereof; or
 2. If Contractor fails to perform any of the other material provisions of the Contract, in accordance with its terms and, in either of these two (2) circumstances, does not rectify such failure within a period of ten (10) days (or such other period as County Connection may authorize in writing) after receipt of written notice from County Connection specifying such failures.

Upon notice of termination, County Connection shall specify to Contractor which option in paragraph 15, EXPIRATION OF CONTRACT of the Special Provisions will be applied to the tires currently in service on County Connection vehicles.

- B. County Connection may also terminate the Contract at any time by giving the Contractor thirty (30) days' notice thereof. In the event pre-expiration termination of this Contract is exercised, County Connection shall exercise one of the Options specified in the Special Provisions, paragraph 15, EXPIRATION OF CONTRACT.
- C. Notice of termination shall be given by certified mail or personal service to the Contractor at the address specified in the Contract Documents as amended in writing.
- D. If County Connection terminates the Contract in whole or in part, as provided in (A) above, County Connection may procure materials and equipment and contract for services similar to those so terminated; and Contractor shall be liable to County Connection for any excess costs for such similar materials and equipment and services.
- E. Upon termination, Contractor shall submit a written closing statement to County Connection to specify the costs of materials and equipment delivered to County Connection and installed, and the costs of services actually performed to the date of termination for which Contractor has not been previously paid.

County Connection may deduct any excess costs incurred under (D) above, and any liquidated damages under paragraph 15 of the Sample Contract, from the amount set forth in Contractor's closing statement. Upon payment of the amount found due, County Connection shall be under no further obligation, financial or otherwise to Contractor except, and only to the extent of, any obligations imposed by Contractor's continued performance under (F) below.

- F. The Contractor shall continue the performance of the Contract to the extent not terminated under the provisions of this clause.
- G. Contractor shall not be liable for excess costs if acceptable evidence has been submitted to County Connection that failure to perform the Contract giving rise to such costs was due to causes beyond the control and without the fault or negligence of the Contractor.

36. **LIQUIDATED DAMAGES**

In the event of delay in completion of the work or the delivery of the supplies, materials or equipment beyond the date set forth in the Contract Documents, or beyond authorized extensions thereof, damage will be sustained by County Connection. It is and will be impracticable to determine the actual amount of damage by reason of such delay. In the event a delay is caused by strikes, governmental controls, or other causes beyond the control of Contractor, an extension of time without liquidated damage liability shall be granted by County Connection upon proper showing and finding by County Connection that the extension is justified. Contractor shall have the burden of showing that the delay was beyond its control. The findings by County Connection shall be final and conclusive.

37. DEFECTIVE OR DAMAGED WORK

Any material, equipment or supplies found to be damaged or defective at the time of delivery or installation shall be repaired, replaced or corrected by the Contractor without additional cost to County Connection. If the Contractor shall fail to comply promptly with any order of the General Manager to repair, replace or correct damaged or defective work, then the General Manager shall, upon written notice to the Contractor, have the authority to deduct the cost thereof from any compensation due or to become due the Contractor. Nothing in this section shall limit or restrict the provisions of the Warranty of Fitness as set forth in these Instructions to Bidders and General Conditions.

38. LAWS AND REGULATIONS, COMPLIANCE WITH

All materials and supplies furnished pursuant to these specifications shall comply with the laws and regulations of the State of California and the United States of America. Contractor shall, if requested by County Connection, supply certification and evidence of such compliance.

If laws, changes in vehicles, governmental regulations or other causes beyond Contractor's control, including additions or deletions made by County Connection, require any change in such materials, performance or methods which reduce or increase the mileage available from the tires to be furnished hereunder or which increase or decrease Contractor's costs, upon acceptable documentation, County Connection and Contractor will adjust the billing rate accordingly by mutual agreement.

39. WARRANTY OF TITLE

Contractor warrants to County Connection, its successors and assigns that the title to the materials, supplies or equipment covered by the Contract, when delivered to County Connection or to its successors or assigns, is free from all third party liens and encumbrances.

40. WARRANTY OF FITNESS

Contractor warrants that all materials, supplies and products furnished meet the requirements and conditions of the Contract Documents and are fit for the purpose intended.

41. WARRANTY OF MERCHANTABILITY

Contractor warrants that the goods are merchantable in accordance with Section 2314 of the Commercial Code of the State of California.

In accepting this and other warranties and the materials or supplies to be manufactured or assembled pursuant to the Contract Documents, County Connection does not waive any warranty, either express or implied, in Sections 2312 to 2315, inclusive, of the Commercial Code of the State of California or any liability of the manufacturer as determined by any decision of a court of the State of California or of the United States.

42. WARRANTY OF PRODUCT

The Contractor warrants that all tires provided under this Contract are free from defects in design, material and workmanship for the entire useful life of each tire. The Contractor shall replace, at no additional cost to County Connection, any tire found to be defective during the course of this Contract.

43. CONTRACTOR'S INDEMNITY

The Contractor shall indemnify, keep and save harmless County Connection, its directors, members, agents, officers, and employees against any and all claims, demands, causes of action, damages, costs, suits, regulatory fines, or other actions of every name, kind and description (collectively "Claims") that may be based on injury to or death of persons (including but not limited to employees of Contractor and its

subcontractors), property damage, or economic damage resulting from the course of the performance of this contract by the Contractor, including any breach of any provision of this Contract. The Contractor shall, at its own expense, defend such actions and shall pay all reasonable attorney's fees and costs incurred (as they are incurred) in connection therewith, and if any judgment shall be rendered against County Connection in any such action, the Contractor shall, at its own expense, satisfy and discharge the same; however, the Contractor shall not be held responsible for loss, damage, liability, injury or death occasioned by the-negligent act(s) or willful misconduct of County Connection, its agents or employees. This provision will survive expiration or termination of the Contract.

44. RISK OF LOSS

All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the execution of the work, or the furnishing of the supplies, materials, or equipment, or from any action of the elements prior to the acceptance of the work, or of the supplies, materials or equipment, or from any act or omission not authorized by the Contract Documents on the part of the Contractor or any agent or person employed by it, shall be sustained and borne solely by the Contractor.

45. SUBCONTRACTS AND ASSIGNMENT

Neither party shall assign, transfer, convey, sublet or otherwise dispose of the Contract or his right, title, or interest in or to the same or any part hereof without prior consent, in writing, of the other party which shall not be unreasonably withheld. In the event the Contractor enters into one or more subcontracts pursuant to this paragraph, it is understood and agreed that the participating subcontractors shall be solely and directly responsible to Contractor and that County Connection shall have no obligation to them. Bidders may subcontract tire service labor, tire disposal, retreading and requirements for tools, equipment and supplies.

46. RECORDS

Contractor shall maintain full and adequate books, records and accounts to show the actual time devoted and costs incurred by it with respect to performance of services under this Contract; provided that said books, records and accounts shall be kept in accordance with generally accepted accounting principles.

47. AUDIT

Contractor shall permit County Connection and its authorized representatives and regional, state, and Federal grantors and their authorized representatives to inspect and examine Contractor's books, records, accounts, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this agreement and shall provide such assistance as may be reasonably required in the course of such inspection. County Connection further reserves the right to examine and re-examine said books, records, accounts, and data during the three (3) year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for three (3) years after the termination of this Contract or after all other pending matters concerning this Contract, if any, are closed, whichever occurs later.

48. DISADVANTAGED BUSINESS ENTERPRISES

On October 3, 2025, the U.S. Department of Transportation (DOT) issued an Interim Final Rule amending Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in DOT Financial Assistance Programs (Interim Final Rule). As a result of the Interim Final Rule, County Connection has placed a moratorium on some of the DBE requirements associated with this IFB. That moratorium may be lifted if the Interim Final Rule is not made permanent, or is otherwise amended. As a result of the Interim Final Rule, the DBE certification standards have changed, and the DBE database maintained by the California Unified Certification Program (CUCP) lists DBE firms certified under invalid certification standards. As of the issuance date of this IFB, Bidders are not required to obtain DBE participation on this contract and County Connection may not count DBE participation on this contract

towards its overall DBE goal. County Connection may, at some time in the future, direct the Contractor to maintain records of all DBE participation in the performance of this contract. In the event that County Connection directs the Contractor to maintain records of DBE participation in the performance of this contract, all DBE firms participating in the project must be certified DBEs as of the date of such direction by County Connection. County Connection will accept certifications by the CUCP that are in compliance with the Interim Final Rule.

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

It is County Connection's policy to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBEs) can compete fairly for contracts and subcontracts relating to County Connection's construction, procurement and professional services activities. To this end, County Connection has developed procedures to remove barriers to DBE participation in the bid 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 bid, 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 Disadvantaged Business Enterprises (DBEs) for contracting and subcontracting opportunities available at County Connection. Disadvantaged Business Enterprises (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. County Connection will not accept certifications/verifications by agencies that allow companies to self-certify as small businesses. County Connection's DBE Liaison Officer (DBELO) is available to assist bidders with identifying subcontracting opportunities, and DBE and SBE resources.

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

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

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

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

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

Any Bidder who would like additional information regarding 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.

49. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. The Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

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

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

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

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

51. OSHA SAFETY DATA SHEETS

Prior to the commencement of any of the work called for under this Contract, the Contractor must submit, OSHA Safety Data Sheets on all applicable items. This information must be submitted to the Chief Operating Officer.

52. SAFETY AND HEALTH STANDARDS

During the duration of this Contract, the Contractor and any subcontractors must comply with all applicable Federal and California Laws, Regulations and Safety Standards in effect.

It is the condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to this Contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in the performance of the contract to work in conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards promulgated by the U.S. Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (83 Stat. 96).

53. EVALUATION AND AWARD

A. Qualifications of Bidder

A bidder must be the manufacturer of the transit tires offered in this bid. Transit tires will be acceptable only if they are manufactured by a person, firm or corporation, which has the necessary capabilities, personnel, and experience to successfully perform the Contract as follows:

1. Eligibility Requirements. Bidders shall be required to demonstrate their qualifications by producing for County Connection the following information. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID. Bidders must submit with their bid a list of three (3) public transit bus fleets operating with the same transit tires as the tires for which a bid is submitted. Bidders must also supply proof of having performed tire services for a project of equal size and complexity to the County Connection project being proposed within the U.S.A. All work references must have knowledge of the Bidder's work skills, abilities, and performance. All references may be contacted by County Connection.
2. Bidder must have adequate experience in the manufacture and leasing of transit tires of the types specified.
3. Bidder must have in operation a factory adequate for, and devoted, at least in part, to the manufacture of transit tires to ensure the delivery within the time specified of all transit tires to be provided under the contract.
4. Bidder must have adequate facilities and apparatus available to make all transit tire tests.
5. Bidder must have adequate engineering and service personnel and facilities available to satisfy any engineering or service problem which might arise.
6. Bidder must have the necessary financial resources to complete the contract satisfactorily in the time required.
7. Bidder must have available an adequate supply of transit tires bid upon and will ensure that said source will be available for the duration of the contract.
8. Bidder must submit with its bid supporting data covering the above qualifications.

B. Evaluation of Bids

1. Bids will be evaluated as to:
 - a. Compliance with the Instructions to Bidders and General Conditions.
 - b. Compliance with Technical Specifications and Special Provisions.
2. The lowest responsive responsible bidder will be determined by a comparison of the Estimated Total 5-Year Cost on the Bid Form.

C. Evaluation of Equipment

Transit tires offered in Bidder's Bid shall be evaluated, for purpose of responsiveness to Bid Documents, for compliance with the technical specifications and shall meet the minimum qualifications stated in paragraph A of this Section to be considered responsive.

D. Award of Contract

The County Connection Board of Directors will make the award or rejection within sixty (60) days after submission of the bids and will transmit Contract Documents within a reasonable time thereafter, including:

1. A copy of the resolution passed by County Connection authorizing the award of the contract.
2. A letter from the General Manager to the effect that County Connection funds are available and have been earmarked for this contract.

54. BID PROTEST PROCEDURES

A. Specifications Protest

- i. Submission of Protest; Initial Procedures. Protests based upon alleged restrictive specifications, improprieties in the bidding procedure or contract specifications, which are apparent or reasonably should have been discovered prior to bid opening, shall be filed by the bidder and received in writing by County Connection not later than five (5) working days before bid opening. 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 to County Connection 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 bid responses, an appropriate extension of the bid opening date may be granted. The protest will be considered in the manner described below.
- ii. Notice of When Protest Will be Considered; Appropriate Reviewing Party. A protest based upon alleged improprieties that are apparent or which reasonably should have been discovered prior to bid opening will not be considered by the General Manager unless the protestor has submitted its protest to County Connection in accordance with Subsection i, above.
- iii. Reviewing Party. A protest based upon specifications or alleged improprieties in the bidding procedure will be reviewed by the General Manager. Upon the submission of a protest to County Connection, the initiating Department will advise the protestor and all other bidders for the subject contract, in writing, that the General Manager will consider the protest. The General Manager shall consider the protest on the basis of the written protest and upon recommendation of staff and Legal Counsel and shall issue a final written decision. The General Manager's decision shall be final.

B. Award Protest

- i. Submission of Protest; Initial Procedures. Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to bid opening,

such as disputes over the staff recommendation for contract award, shall be submitted in writing to County Connection within forty-eight (48) hours from receipt of the notice from County Connection advising of the staff's recommendation for award of contract.

- ii. 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. The protest will be considered in the manner described below.
- iii. Notice of When Protest Will be Considered; Appropriate Reviewing Party. A protest based upon the award of the contract will not be considered by the appropriate reviewing party unless the protestor has submitted its protest to staff in accordance with subsection i, above.
 - a. Contracts valued up to and including \$100,000. Protests involving a contract valued up to and including \$100,000 will be reviewed by the General Manager. Upon the submission of a protest to County Connection, the initiating Department will advise the protestor and all other bidders for the subject contract, in writing, that the General Manager will consider the protest. The General Manager shall consider the protest on the basis of the written protest and upon recommendation of staff and Legal Counsel and shall issue a final written decision. The General Manager's decision shall be final.

FAILURE TO COMPLY WITH THE RULES SET FORTH HEREIN MAY RESULT IN REJECTION OF THE PROTEST.

55. QUALITY OF CONSTRUCTION

All transit tires specified shall be of the manufacturer's standard and shall conform in materials, design, or workmanship to the best practice known in the tire manufacturing industry. All transit tires originally provided to County Connection shall be new and in no case will used, reconditioned, or obsolete transit tires be accepted. Insofar as possible, any one (1) transit tire used shall be an exact duplicate in manufacture, design and construction of its counterparts. Transit tires shall be so provided that they will be interchangeable among all buses utilizing the same transit tire.

56. RIGHT TO INSPECT

County Connection representatives, upon approval by the Contractor, shall have the right and shall be at liberty to inspect, at its own costs but with the cooperation of the Contractor and following reasonable advanced written notice, all materials and workmanship during the manufacturing process, and shall have the right to reject all materials and workmanship which do not conform with the specifications. County Connection is under no duty to make such inspection and whether such inspection is or is not made, the Contractor shall not be relieved of any obligation to furnish materials and workmanship strictly in accordance with specifications. All reports shall be submitted to the Contractor. Any inspection visit shall take place during normal business hours.

County Connection shall have full power to reject or condemn any materials furnished, or work performed, under the contract which does not conform to the terms and conditions set forth in the Contract Documents.

57. APPROVAL BY THE GENERAL MANAGER

County Connection reserves the right to direct and supervise the work under this contract through its General Manager and his properly authorized agents, on whose inspection all work shall be accepted or condemned.

The General Manager shall have full power to reject or condemn any materials furnished or work performed under the Contract which do not conform to the terms and conditions set forth in the Contract Documents.

58. DISCREPANCIES

Whenever in the Contract Documents an amount is stated in both words and figures, in case of discrepancy between words and figures, the words shall prevail; if all or any portion of the bid is required to be given in unit prices and totals so given, the unit prices shall prevail.

59. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an employee of County Connection and has no authority to contract or enter into any agreement in the name of County Connection. Contractor has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by Contractor who are assisting in the performance of services under this Contract. Contractor shall be fully responsible for all matters. Contractor shall be responsible for its own acts and those of its agents and employees during the term of this contract.

60. INTERPRETATION

County Connection's determination of meaning and intent of any ambiguities in this contract shall be final and conclusive, except that such decision shall not preclude the Contractor from exercising its rights and remedies under the law.

61. CORRESPONDENCE

- A. All correspondence must show County Connection's project number: **2025-MA-04**.
- B. For further information, prospective bidders may contact Kevin Finn, Manager of Grants and Purchasing, by calling (925) 680-2087 between the hours of 8:30 a.m. to noon, and 1:00 to 5:00 p.m., Monday through Friday, holidays excepted.

62. WAIVER OF CONDITIONS

The waiver of any provision, term or condition in these Contract Documents by County Connection on any particular occasion shall not constitute a general waiver of provision, term or condition, nor a release from the Contractor's obligation to otherwise perform or observe such condition or any other term or condition of the Contract.

SPECIAL PROVISIONS

1. SCOPE OF CONTRACT

It is the intent of County Connection to enter into a five-year contract for the leasing of transit tires and related services on a vehicle mileage basis. County Connection anticipates it will operate up to one hundred and twenty-five (125) transit-type buses in service in the central area of Contra Costa County (Diablo Valley), California. All existing buses are 30', 35' and 40' long, 8' 6" wide, low floor, six-wheel with dual wheels in rear, 4 and 6 cylinder engines, or electric, and air-conditioned.

2. SCHEDULE OF ACTIVITIES

Listed below is the "Schedule of Activities" which outlines pertinent dates of which bidders should make themselves aware:

- a. Notice Inviting Sealed Bids Issued – November 10, , 2025
- b. Pre-Bid Meeting –, 1:00 PM, via a Zoom Meeting. The link to attend the Zoom Meeting is posted on County Connection’s website at www.countyconnection.com.
- c. Deadline for Approved Equals, Modifications or Clarifications – December 1,, 2025, 5:00 PM
- d. County Connection’s response to requests for Approved Equals, Modifications or Clarifications – December 11,, 2025.
- e. Bid Opening – December 18, 2025, 2:00 PM, via a Zoom Meeting. The link to attend the Zoom Bid Opening to be posted to County Connection’s website at www.countyconnection.com.

3. QUALIFICATION OF BIDDERS

County Connection may reject the bid of any bidder deemed not to possess the minimum qualifications to perform the required work. For more information, see Instructions to Bidders and General Conditions, paragraphs 10 and 52.

FAILURE TO PROVIDE INFORMATION REGARDING EXPERIENCE MAY RESULT IN REJECTION OF THE BID.

4. INTERPRETATION OF THE CONTRACT SPECIFICATIONS

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any provision, he or she shall submit an email for an interpretation or clarification no later than December 1, , 2025. All such requests shall be emailed to Kevin Finn, Manager of Grants and Purchasing, at finn@countyconnection.com. Responses to requests will be made by December 11, 2025.

Any interpretation, change, or correction of these specifications will only be made by written addenda issued by the Manager of Grants and Purchasing. Copies of such addenda will be posted to County Connection’s website at countyconnection.com.

No oral modifications of these specifications are valid.

These Contract Specifications are intended to describe and provide for a completed work. In the event that there are inconsistencies or discrepancies between terms and conditions contained in the Instructions to Bidders and General Conditions, Special Provisions, and Technical Specifications, the terms and conditions contained in the Special Provisions and Technical Specifications shall govern over those included in the Instructions to Bidders and General Conditions.

It is understood that specifying a brand name or specific types of components and/or equipment in these specifications shall not relieve the bidder from its responsibility to furnish the end product in accordance with the warranty and contractual requirements. The bidder 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 bidder 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 bidder 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, article or process, in the judgment of County Connection, 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.

No contract terms may be negotiated after bid opening.

5. APPROVED EQUAL PROCEDURES

- a. Requests for Approved Equals must be received by County Connection, in writing, no later than December 11, 2025 by 5:00 PM. No such requests will be considered by County Connection if received after this date. Any request for an Approved Equal 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. In addition, any test requirements in the specifications that pertain to an item under consideration for Approved Equal must be submitted with the request for Approved Equal. All requests for Approved Equals shall be addressed to County Connection's Manager of Grants and Purchasing, Kevin Finn, or emailed to Kevin at finn@countyconnection.com.
- b. County Connection's reply to requests received pursuant to paragraph a. above, will be posted on County Connection's website by November 14, 2025. Failure to respond by that date shall be deemed to be a denial of the request. County Connection reserves the right to postpone bid opening for its own convenience.

6. BID FORMS

Bids must be submitted on the bid forms provided. Bids submitted in any other form will be considered non-responsive and may be rejected. Any bid which is conditioned in whole or in part, which revises or omits any requirement or provision of the Contract Documents and Specifications, which is based on any substitution for an item specified in the Contract Documents and Specifications when such substitution has not received formal approval by County Connection, or which includes an escalation clause or any other requirements or provisions not contained in the Contract Documents and Specifications may be considered non-responsive and may be rejected.

7. BID PRICES/COMPLETION OF BID FORM

Where prices are called for on the Bid Form, the prices shall include all costs required to perform the work, including overhead, profits, services, insurance, delivery charges and any and all other applicable costs except the taxes and fees described below. No bidder may withdraw its bid for a period of sixty (60) days after the date of opening of bids. County Connection will be responsible for any taxes or fees (i.e., State Waste Fee) for which County Connection cannot provide a valid exemption certificate.

8. TERM OF CONTRACT

This contract, if awarded, will be effective for a period of five (5) years starting on December 1, 2025, and shall expire on November 30, 2030. The successful bidder, if not the incumbent contractor, will be granted thirty (30) days from receipt of award to mobilize the contract.

A “SAMPLE” contract for County Connection has been provided with these Contract Documents.

9. MARKING AND MAILING BIDS/BID OPENING

One (1) original, two (2) copies, and one (1) digital copy (i.e., CD, flash drive) of each bid, together with all of the required bid documents, shall be securely sealed in a sealed envelope.

All bids must be received by County Connection no later than 2:00 PM on December 18, 2025, at which time they will be publicly opened and read (via Zoom).

The envelope shall be clearly marked “Bid on LEASE OF TRANSIT TIRES AND RELATED SERVICES, Project 2025-MA-04,” opening date, and plainly endorsed with the bidder’s name. The bid submittal shall be mailed or personally delivered to:

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

BIDS RECEIVED AFTER THE TIME AND DATE SPECIFIED WILL BE RETURNED UNOPENED.

10. AWARD OF CONTRACT OR REJECTION OF BIDS

With regard to Instructions to Bidders and General Conditions, paragraph 52, the award of Contract, if any, will be made within sixty (60) calendar days after bid opening to the lowest responsive, responsible bidder.

Each bidder must submit a price quotation as requested on the Bid Form. In determining the lowest responsive and responsible bidder, County Connection shall compare and evaluate the submitted bid(s) on the basis of the Estimated Total 5-Year Cost as quoted on the Bid Form. Notification of award of Contract will be made in writing to the lowest, responsive, responsible bidder.

County Connection reserves the right to accept or reject any and all bids, or any items thereof; or to waive any informality or irregularity in the bids or in the bidding procedures.

11. INSURANCE

a. Types of Insurance

1. Workers' Compensation. If Contractor employs any person to perform work in connection with this Agreement, Contractor shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws where applicable. Employers' Liability Insurance shall not be less than \$1 million (\$1,000,000) per accident or disease. Prior to commencement of work under this Agreement by any such employee, Contractor shall deliver to County Connection a Certificate of Insurance that shall stipulate that notice of cancellation, shall be given in accordance with policy provisions.

The policy shall contain a waiver of subrogation in favor of County Connection and its officers, directors, employees, volunteers, and agents, while acting in such capacity, and their successors and assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally and will be submitted with the Insurance Certificates prior to work beginning.

2. Commercial General and Automobile Liability Insurance.

- (a) Commercial General Liability Insurance. Contractor shall self insure or, at its own cost and expense, procure and maintain Commercial General Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least \$1 million each occurrence and a general aggregate limit of at least \$2 million. This insurance shall include but not be limited to premises and operations; contractual liability covering the indemnity provisions contained in this Agreement; personal injury; products and completed operations, advertising injury liability, sudden and accidental pollution, and broad form property damage.
- (b) Automobile Liability. Contractor shall, at its own cost and expense, procure and maintain Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least \$2 million per occurrence for all owned, non-owned and hired automobiles.

b. Prior to commencing work or entering onto the property, and except for self-insurance, Contractor shall file a Certificate of Insurance with County Connection evidencing the foregoing coverages.

- 1. Notice of cancellation shall be given in accordance with policy provisions.
- 2. That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim which Contractor is liable for under this Section, without right of contribution from any other insurance effected or which may be effected by County Connection.
- 3. Such insurance shall include as additional insured County Connection and its respective directors, officers, employees and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly or severally.

c. General Conditions

- 1. Acceptable Insurance. All policies will be issued by insurers acceptable to County Connection. This insurance shall be issued by an insurance company or companies authorized to do business in the State of California with minimum "Best's" rating of "A-" and with minimum policyholder surplus of \$25,000,000. All policies shall be issued in a form satisfactory to County Connection of County Connection and shall be issued specifically as primary insurance.
- 2. Claims-Made Insurance. If any insurance specified above shall be provided on a claims-made basis, then in addition to coverage requirements above, such policy shall provide that:
 - (a) Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).
 - (b) Contractor will make every effort to maintain similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds.
 - (c) If insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.
 - (d) Policy allows for reporting of circumstances or incidents that might give rise to future claims.
- 3. Failure to Procure or Maintain Insurance. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of the agreement.

4. Terms of Policies. All insurance specified above shall remain in force until all work to be performed is satisfactorily completed. If the insurance is provided on a claims-made basis, it shall remain in force in accordance with Section 11.c.2 above.
5. Evidence of Insurance. County Connection reserves the right to inspect the policies at Contractor's place of business during reasonable hours.
6. Self-Insurance. Upon satisfactory evidence of financial capacity, County Connection may approve Contractor's self-insurance as compliance with these requirements.

12. PAYMENTS

County Connection shall pay Contractor within thirty (30) days upon receipt of the Contractor's approved monthly invoice covering those services rendered by Contractor during the billing period of the prior month. The tire mileage billing amount shall be calculated by multiplying the actual tire miles operated during the billing period times the applicable basic rate for the billing period. The service mileage billing amount shall be calculated by multiplying the actual tire miles operated during the billing period times the applicable service rate for the billing period. The actual number of miles operated shall be determined from mileage records maintained by County Connection. Said mileage records shall be made available to the Contractor per paragraph 14 of the Technical Specifications or upon request to the Chief Operating Officer of County Connection.

13. CONTINGENCIES

In the event of emergencies such as fire, strike, accident, consequences of foreign or domestic wars, or any other cause beyond the control of the parties which will delay or interfere with the furnishing of the products or services herein described, the requirements under the contract may, at the option of either party, be suspended during the period required to remove the cause or repair the damage. County Connection reserves the right; however, to acquire, repair, maintain, service, mount, or dismount, by any means it deems desirable, such tires as may be necessary for the proper operation of its vehicles during any cessation of operations by the Contractor.

14. DAMAGES

In addition to any other provisions relating to damages, if the Contractor fails to meet the requirements of the contract, following written notice to the Contractor, the product or service may be procured from any source by County Connection and if a greater price than that named in the contract is paid, the excess price will be charged to and collected from the Contractor or its Sureties.

15. EXPIRATION OR TERMINATION OF CONTRACT

Upon expiration or termination of this contract, County Connection shall have the option, at its sole election, to take one of the following actions in concluding the contract performance:

a. **Return Option**

County Connection may return to Contractor all new tires and other products leased hereunder. The return option is only applicable to unused tires and products and that, for any tires that have been mounted on a vehicle, County Connection will exercise the Buy-Out or Run-Out options; or

b. **Buy-Out Option**

1. County Connection may elect to pay Contractor for the unused mileage on the new and retreaded tires mounted on and in use by County Connection buses on the last day of the final contract period. Such payment shall be computed using the basic rate in effect on the last day of the final contract period. No service rate shall be considered in the calculation of the Buy-Out amount.

2. The unused mileage for each original and retread tire shall be computed in accordance with Bid Form, F. Damage or Loss of Tires Option. New original tread tires and un-run retreaded tires not mounted on County Connection buses at the expiration of this contract shall be returned to the Contractor's possession at no charge to County Connection. Tires with useful remaining tread which are in storage in County Connection's tire storage bay and which were removed for repair or lack of a mating-sized tire are considered mounted tires for the purposes of this paragraph.

c. Run-Out Option

1. County Connection may elect to continue to use all of the tires mounted on County Connection buses on the last day of the contract for a period of thirty-six (36) months or until all of the useful and legal tread has been consumed. New original tread tires and un-run retreaded tires not mounted on County Connection buses at the expiration or termination of this contract shall be returned to the Contractor's possession at no charge to County Connection. Tires with useful remaining tread which are in storage in County Connection's tire storage bay and which were removed for repair or lack of a mating-sized tire are considered mounted tires for the purposes of this paragraph. Should County Connection elect this option, all terms, conditions and provisions of the contract shall remain in full force and effect as between County Connection and Contractor during said thirty-six (36) month extension period, with the exception that Contractor shall be relieved of any requirement to furnish County Connection with tires or service, repair materials, equipment and accessories during that thirty-six (36) month extension period unless requested by County Connection and agreed to by the Contractor. County Connection shall not be required to have any tire removed from service after the expiration or termination of the contract recapped or retreaded at the end of said tire's serviceable life. Contractor shall pick up all "Run-Out" and failed tires from the expired contract at the Contractor's expense and in a timely manner after notification by County Connection.
2. The billing for Contractor's tires operated during this Run-Out period shall be calculated using the basic rate in effect on the last day of the final contract period of the original contract times the actual tire miles operated on the Contractor's tires during the billing period. No service rate mileage shall be billed during the Run-Out period by the Contractor. Equipment, accessories or repair material will not be provided by the Contractor.
3. Records of actual mileage shall be maintained by County Connection and the successful bidder. It is understood that during said thirty-six (36) month period, County Connection and the successful bidder will make every effort to continuously use such tires insofar as it is practical until such tires are rendered permanently unfit for service.
4. Upon expiration of the said thirty-six (36) month period, County Connection shall pay for any unused mileage remaining in such tires at the basic rate set forth in Section 15.b.2 of these Special Provisions. County Connection will thereby acquire title to each such tire.

The options granted herein are exercisable by County Connection upon thirty (30) days prior written notice to Contractor prior to the expiration date of the contract.

16. WARRANTY

The warranty referred to in paragraph 39 of the Instructions to Bidders and General Conditions does not apply to this procurement. The title and ownership of tires furnished shall remain that of the Contractor except as noted in paragraph 15.c.4 of these Special Provisions, until paid for by County Connection.

17. "DIRTY WHEEL" PENALTY

It shall be the responsibility of the Contractor's service personnel to ensure that the proper wheels are mounted on each position of the vehicle so as to present the proper side and condition of wheel appearance. For each occurrence of incorrect wheel mounting by Contractor, the Contractor shall be assessed a twenty-five dollar (\$25) assessment against the contract billing for the current period. If the Contractor's personnel can show evidence that a proper wheel was not available for mounting to County Connection's Chief Operating Officer, then the assessment will be waived.

18. TIRE SPARE STOCK LEVEL

The quantity of spare tires to be maintained on County Connection's property shall be by mutual agreement between the Contractor and County Connection's Chief Operating Officer. In the month of July 2030 the Contractor shall meet with County Connection's Chief Operating Officer to review the quantity of spare tires on hand and to develop a plan to minimize the stock level as the expiration of the Contract approaches. The intent being to have a minimum number of spare tires on hand at the expiration date of the Contract for the mutual benefit of both the Contractor and County Connection.

19. FEDERAL REQUIREMENTS

In the event that federal funds are used for this contract, Contractor will comply with all of the applicable Federal Transit Administration (FTA) clauses identified below, as indicated by a checked box next to the clause title.

DEFINITIONS.

FLY AMERICA REQUIREMENTS.

ENERGY CONSERVATION.

RECYCLED PRODUCTS.

CARGO PREFERENCE REQUIREMENTS.

ACCESS TO RECORDS AND REPORTS.

FEDERAL CHANGES.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.

CIVIL RIGHTS REQUIREMENTS.

SAFE OPERATION OF MOTOR VEHICLES.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.

TELECOMMUNICATIONS EQUIPMENT OR SERVICES; VIDEO SURVEILLANCE EQUIPMENT OR SERVICES.

VETERANS PREFERENCE.

- GOVERNMENT-WIDE DEBARMENT AND SUSPENSION.**
- LOBBYING.**
- CLEAN WATER AND AIR REQUIREMENTS.**
- BUY AMERICA REQUIREMENTS.**
- PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS.**
- ACCESSIBILITY.**
- BUS TESTING.**
- DAVIS-BACON ACT REQUIREMENTS.**
- CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.**
- SEISMIC SAFETY.**
- CHARTER SERVICE OPERATIONS.**
- PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS.**
- SCHOOL BUS OPERATIONS.**
- SUBSTANCE ABUSE REQUIREMENTS.**
- DOMESTIC PREFERENCES FOR PROCUREMENTS.**
- NOTIFICATION REGARDING FALSE CLAIMS, FRAUD, WASTE, ABUSE, AND OTHER LEGAL MATTERS.**
- BUILD AMERICA, BUY AMERICA.**

A. DEFINITIONS. The following definitions apply to these federal terms and conditions:

- a. "Bid" means bid, proposal, or offer.
- b. "Bidder" means bidder, proposer, or offeror.
- c. "Contract" means the agreement to which these Federal Terms and Conditions apply.
- d. "Contractor" means the person or entity named in the Purchase Order, Bid, Proposal or Contract to which these Federal Terms and Conditions apply.
- e. "County Connection" means Central Contra Costa Transit Authority.
- f. "FTA" means the Federal Transit Administration.
- g. "U.S. DOT" means United States Department of Transportation.

B. FLY AMERICA REQUIREMENTS. The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their 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. The Contractor must submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately

explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and must, in any event, provide a certificate of compliance with the Fly America requirements, if used. The Contractor agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

- C. **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, 42 U.S.C. § 6321 *et seq.*
- D. **RECYCLED PRODUCTS.** The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.
- E. **CARGO PREFERENCE REQUIREMENTS.** The Contractor agrees: (a) to use privately owned United States Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract by ocean vessels to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels; (b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to County Connection (through the Contractor in the case of a subcontractor's bill-of-lading); and (c) to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, Material, or commodities by ocean vessel.
- F. **ACCESS TO RECORDS AND REPORTS.** Contractor must provide all authorized representatives of County Connection, the FTA Administrator, the State Auditor and the Comptroller General of the United States access to any books, documents, papers and records of the Contractor which are related to performance of this Contract 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 Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case 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.
- G. **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 applicable Master Agreement between County Connection and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply constitutes a material breach of this Contract.
- H. **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 will 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/subconsultant who will be subject to its provisions.

I. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.

- a. 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 CFR 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 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.
- b. 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 the authority of 49 U.S.C. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5353(l) on the Contractor, to the extent the Federal Government deems appropriate.
- c. 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 will not be modified, except to identify the subcontractor/subconsultant who will be subject to the provisions.

J. CIVIL RIGHTS REQUIREMENTS.

- a. 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, 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.
- b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:
 - i. 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, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Chapter 60, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the performance of the Contract. 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.
 - ii. 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.

- iii. 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 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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. **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 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 Contract. The Contractor also agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to Contractor's employees about the safety risks associated with texting while driving. The Contractor agrees to include the requirements of this Section in all subcontracts at each tier.

- L. **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.** The preceding provisions include, in part, certain terms and conditions required by U.S. DOT, whether or not expressly set forth in the preceding provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular , 4220.1G, dated January 17, 2025, 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.

- M. **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 Contract. "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).

- N. VETERANS PREFERENCE.** To the extent practicable, the Contractor agrees that it and its subcontractors:
- a. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the requisite skills and abilities to perform the construction work required under a third party contract in connection with a capital project supported with funds appropriated or made available for 49 U.S.C. chapter 53, and
 - b. Will not be required to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.
- O. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION.** This contract 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 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 County Connection. If it is later determined by County Connection that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to County Connection, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 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.

- P. LOBBYING.** Contractor shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Contractor 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 district, 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 shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures shall be forwarded to County Connection. Contractor shall ensure that all of its subcontractors/subconsultants under this Contract shall certify the same. County Connection is responsible for keeping the certification of the Contractor, who is in turn responsible for keeping the certification forms of subcontractors/subconsultants. The Bidder shall complete Standard Form SF-LLL, "Disclosure of Lobbying Activities," which is included with the Bid Documents, including instructions for completion.
- Q. 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 agrees to report each violation to County Connection and understands and agrees that County Connection will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA

regional office. The Contractor 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.

- R. BUY AMERICA REQUIREMENTS.** 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 County Connection 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.
- S. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS.** Contractor agrees to comply with pre-award and post-delivery requirements set forth in 49 U.S.C. § 5323(m) and FTA's implementing regulations at 49 C.F.R. Part 663. Contractor must submit the following certifications with its bid:
- a. Pre-Award Buy America Certification: 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.
 - b. Pre-Award Solicitation Specifications Certification: The Contractor shall submit evidence that is capable of producing rolling stock that meets County Connection's specifications set forth in the solicitation.
 - c. 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.
- T. ACCESSIBILITY.** The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended; 29 USC § 794; 49 USC § 5301(6); 49 CFR Parts 27, 37, 38, and 39 and any implementing requirements and regulations FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Contract.
- U. BUS TESTING.** The Contractor [Manufacturer] agrees to comply with 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:
- a. A manufacturer of a new bus model or a bus produced with a major change in components or configuration must provide a copy of the final test report to County Connection at a point in the procurement process specified by County Connection which will be prior to County Connection's final acceptance of the first vehicle.
 - b. A manufacturer who releases a report under paragraph (a) above shall provide notice to the operator of the testing facility that the report is available to the public.
 - c. 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 County Connection prior to County Connection'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.

- d. 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.

V. DAVIS-BACON ACT REQUIREMENTS.

a. Minimum wages

- i. All laborers and mechanics employed or working upon the site of any qualifying construction work under the Contract (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section I (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Subsection (A)(4) of this Section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which such work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (A)(4) of this section) and the Davis-Bacon poster (WH- 1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- iii. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- iv. (a) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(c) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to Subsections (A)(4)(b) or (c) of this Section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

b. Withholding - 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 the Contractor under this Contract or any other Federal contract with the Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on 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), all or part of the wages required by the Contract, County Connection may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c. Payrolls and basic records

i. 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 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 I (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 which 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 records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs 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.

ii. (a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to County Connection for transmission to the Federal Transit Administration. The payrolls

submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to County Connection if the agency is a party to the contract, but the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(i) That the payroll for the payroll period contains the information to be provided under §5.5(a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under §5.5(a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (C)(2)(b) of this Section.

(d) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

iii. The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this Section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

d. Apprentices and trainees

i. Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration,

Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journey hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- ii. Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- iii. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- e. Compliance with Copeland Act requirements - The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

- f. Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower subcontractor with all the contract clauses in 29 CFR 5.5.
- g. Contract termination: Debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- h. Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- i. Disputes Concerning Labor Standards - Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- j. Certification of eligibility
 - i. By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - ii. No part of this Contract shall be subcontracted to person or firm ineligible for an award of a government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

W. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. In accordance with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the United States Department of Labor regulations at 29 C.F.R. part 5, the following requirements apply to all laborers and mechanics employed by the Contractor or subcontractor in the performance of any part of the work under the Contract, including watchmen, guards, and workers performing services in connection with dredging or rock excavation. (40 U.S.C.A. § 3701)

- a. 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.
- b. Violation, Liability for Unpaid Wages, Liquidated Damages – In the event of any violation of the clause set forth in paragraph A 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 A 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 A of this Section.
- c. 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 B of this Section.

- d. 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.
- e. 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.
- f. 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.

The Contractor also agrees to include the requirements of this Subsection F 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.

- X. SEISMIC SAFETY. The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

Y. CHARTER SERVICE OPERATIONS. The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation.

Z. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS. The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

- a. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient’s project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
- b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL’s letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
- c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

AA. SCHOOL BUS OPERATIONS. Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles or facilities.

BB. SUBSTANCE ABUSE REQUIREMENTS. County Connection adheres to US DOT/FTA federal regulations, 49 CFR Parts 40 and 655, governing mandatory drug and alcohol testing and education for “safety-sensitive” employees. Pursuant to these regulations, the County Connection requires that

contractors who “stand in the shoes” of the County Connection are subject to these regulations, and must have a Substance Abuse Policy, a drug and alcohol testing program and provide training for its safety-sensitive employees. Contractor is required to comply fully with all DOT and FTA regulations prohibiting drug use and alcohol misuse by all operators and maintenance personnel or employees of subcontractors performing safety-sensitive functions. The Contractor's policy, testing program and training must comply with these regulations: 49 CFR Part 655, (“Prevention of Prohibited Drug Use in Transit Operations and Prevention of Alcohol Misuse in Transit Operations”) and 49 CFR Part 40, (“Procedures for Transportation Workplace Drug and Alcohol Testing Procedures”).

The Contractor will be required to cause its prospective safety-sensitive employees who may be assigned to perform safety-sensitive duties for County Connection to undergo pre-employment drug testing and make drug test result inquiries of prior DOT-regulated employers. Safety sensitive employees shall also be subject to post-accident testing, reasonable suspicion testing, and random testing, and other tests as required by 49 CFR Part 655.

The Contractor must notify County Connection's Risk Administrator immediately of any violation of the regulations or failure to test.

Any employee of the Contractor found to have violated the drug and alcohol regulations is subject to removal from duties under the contract, depending on the facts and circumstances of the situation.

If the Contractor utilizes their own pre-established program or a third party administrator's, Contractor must fully cooperate with County Connection in such monitoring efforts, provide any requested documents or information, and comply with any corrective action that County Connection requires of Contractor. Contractor further agrees to annually certify its compliance with Part 655 by December 1st and to submit the Management Information Systems (“MIS”) reports before March 1st (for the prior calendar year) to County Connection. Contractor agrees that all records produced and maintained in the performance of the program are subject to review by County Connection in a facility not more than 100 miles away. Further, Contractor may be required to submit quarterly MIS reports to County Connection.

If the Contractor is included in County Connection's Random Testing Program, the Contractor is not released from all other DOT regulations such as: adhering to DOT's hiring requirements, including making inquiries of past DOT-regulated employers and pre-employment testing; conducting reasonable suspicion and post-accident testing when warranted; and training safety-sensitive employees and their supervisors for the requisite time required by law. Contractor agrees to timely notify County Connection with names of their safety-sensitive employees, including any additions or deletions during the contract term.

Contractor agrees to submit within thirty (30) days of award of the contract (1) verification that its safety-sensitive employees are included as part of a random testing pool; (2) a copy of Contractor's substance abuse policy; and (3) the name of its third party administrator, if applicable. Failure to submit such documents within the prescribed time period, or failure to submit any other documentation relevant to the substance abuse testing requirements as required by County Connection, may result in the contract being terminated for default.

CC. DOMESTIC PREFERENCES FOR PROCUREMENTS. Pursuant to 2 CFR § 200.322, the Contractor should, to the greatest extent practicable under this Contract 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 contracts with subcontractors, including all contracts and purchase orders for work or products under this Contract.

DD. NOTIFICATION REGARDING FALSE CLAIMS, FRAUD, WASTE, ABUSE, AND OTHER LEGAL MATTERS.

- a. The Contractor agrees to promptly notify the FTA Chief Counsel and the FTA Regional Counsel for Region IX if it has knowledge of (i) any current or prospective legal matter that may affect the Federal

Government, including but not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason, or (ii) any matters that may affect the Federal Government, including but not limited to, the Federal Government's interests in the Federal Award supporting this Contract, this Contract and any amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

The Contractor further agrees to promptly notify the FTA Chief Counsel, the FTA Regional Counsel for FTA Region IX, and the U.S. DOT Office of Inspector General if it has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA, including but not limited to knowledge that a person has or may have (i) submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or (ii) committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance.

The Contractor further agrees to promptly notify County Connection of any matter described above that relates to this Contract or any other federally assisted contract between the Contractor and County Connection .

"Knowledge," as used in this section, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the Contractor's possession.

"Promptly," as used in this section, means to refer information without delay and without change.

- b. The Contractor agrees to include the above clause in all subcontracts entered into for the performance of this Contract. It is further agreed that the above clause shall not be modified, except to identify the subcontractor/subconsultant who will be subject to its provisions.

EE. BUILD AMERICA, BUY AMERICA ACT. For construction materials used in the Project, the Contractor agrees to comply with the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, U.S. DOT, and FTA, unless a waiver applies.

TECHNICAL SPECIFICATIONS

1. GENERAL

- 1.1 It is the intent of County Connection to enter into a contract for the leasing of transit tires and related services on a vehicle mileage basis. County Connection anticipates it will operate up to one hundred and twenty-five (125) transit-type buses in service in the central area of Contra Costa County (Diablo Valley), California. All existing buses are 30', 35' and 40' long, 8' 6" wide, low floor, six-wheel with dual wheels in rear, 4 and 6 cylinder engines, or electric, and air-conditioned.
- 1.2 Future buses may be of other types such as double-deck, mini-bus, etc. Should buses using transit-type tires other than those specified in this contract be incorporated in the County Connection's fleet, the mileage rate applicable to such types of buses shall be established by mutual agreement between County Connection and the Contractor.
- 1.3 All tires provided are to be factory molded and D.O.T. approved for 55 miles per hour (MPH) city and suburban use. All tires shall be capable of 55 MPH sustained operation and at least 65 MPH intermittent operation. Intermittent operation is defined as continuous operation not exceeding one hour. County Connection's transit operations include both freeway express service for a distance of up to twenty (20) miles and local start/stop service on city and county streets.

2. TIRES

- 2.1 Construction and materials of tires shall be subject to County Connection's approval. Standard tire shall be tubeless, radial ply intra-city "mileage" tires with construction as currently in use in the transit industry.
- 2.2 The quantity of tires stocked shall be mutually agreed upon by the General Manager and Contractor.
- 2.3 Wheels are and shall remain the property of County Connection.
- 2.4 Tires shall be steel radial, or approved equal. Tires shall be maintained by Contractor in such condition of tread and body so as to comply with all regulatory agency requirements. Tires retreaded, recapped, or re-grooved to County Connection State and Federal standards may be used on rear wheels of buses only. Only new tires may be used on the front wheels of a County Connection bus.
- 2.5 All tires supplied shall be B305/85R22.5, 18-ply, Load Range J, and B275/70R22.5, Load Range H, and 275R7022.5 G661 (low rolling resistance) minimum unless otherwise approved by County Connection. Should mileage or other results indicate desirability of other than those specified, Contractor or County Connection may suggest substitution of a type or size of tire other than those specified. The determination of the substitution shall be at the sole discretion of County Connection.
- 2.6 County Connection is not precluded during the life of the contract from considering the use of tires with steel or other components in the event the industry develops new or improved tires containing such other materials and substituting them.
- 2.7 Tires furnished shall at all times and in all respects conform to requirements of California Vehicle Code, California Administrative Code (Title 13), U.S. Department of Transportation, and all other regulatory bodies with jurisdiction over the County Connection's fleet of vehicles.

3. SCOPE OF SERVICES

- 3.1 Contractor shall supply all new tires required. Contractor shall also perform any and all repairs, retreading, re-grooving and/or recapping of tires in accordance with the best industry standards. Contractor shall keep an adequate supply and reserve of tires on County Connection's property to satisfy all normal requirements and shall pick up and deliver all tires to the County Connection Maintenance facility. Contractor shall repair, recap or retread only those tires or casings known to be in good and serviceable condition.
- 3.2 The Contractor shall install, spin-balance, and remove mounted tires on all buses. County Connection will keep bus axle/suspensions in alignment and brakes properly adjusted. Contractor shall maintain adequate tools and materials for the performance of all required services, including spin-balancing tires on wheels. County Connection will furnish sufficient space on site for the storage, repair and care of tires without charge to Contractor. County Connection will provide all road service to include installation and removal of mounted spare tires on buses away from County Connection property.

4. SERVICE PERSONNEL - NUMBER AND DUTIES

- 4.1 Contractor shall employ, directly or through subcontracting, and station at County Connection an adequate number of fully trained and capable service personnel to keep on hand a sufficient number of spare tires and mounted tires for buses to insure continuous operation of County Connection's buses. Once the number of service personnel assigned to this contract has been agreed upon by County Connection and Contractor, Contractor shall not unilaterally increase or decrease the number of such personnel without the prior written approval of County Connection's Chief Operating Officer.

Contractor shall coordinate the work schedule of the service personnel with County Connection's Chief Operating Officer. Currently, the regular work hours are Monday-Thursday 6AM-2:30 PM and Friday 4AM-12:30 PM. These are set hours due to the bus schedule.

Contractor shall provide a temporary service person during any period of absence greater than three (3) days by the regularly assigned contract service person, unless the Chief Operating Officer authorizes in writing that no temporary service person will be necessary for the absence.

- 4.2 County Connection's level of need in the past has dictated a need for only one service person. In the event Contractor provides only one service person, that service person must have a minimum of one-year of recent experience in the handling of tires as used on County Connection's equipment. In addition, that person must be knowledgeable in the required record keeping of the position as required by the Contractor. If the Contractor wants to provide on-the-job training to a service person at County Connection's site, the Contractor may request permission from County Connection, and all costs of an extra service person will be a Contractor's expense. At least one service person on County Connection's site must have the requisite one-year experience. Further, County Connection shall require that the service person provided be acceptable to County Connection or the Contractor will replace said service person promptly if County Connection so demands.
- 4.3 Trained tire service personnel provided by the Contractor shall perform all tire services including, but not limited to:
 1. Mounting and dismounting wheel/tire assemblies from vehicles.
 2. Maintaining correct tire inflation.
 3. Spin-Balancing wheel/tire assemblies.
 4. Mounting and dismounting tires onto/from wheels.

5. Rotating tires.
6. Re-grooving tires.
7. Receiving new/recapped/retreaded tires from Contractor's supply points.
8. Shipping new/recapped/retreaded tires or casings to Contractor's receiving points.
9. Physically loading/unloading deliveries or shipments.
10. Wheel conditioning (i.e., Front wheels and outside rear wheels will be cleaned of excess mounting lube and give a good physical appearance). County Connection, through its regular program of bus washing and detailing, maintains all the outward facing wheels in a clean condition. If, after mounting a tire on a wheel, the mounting operation has caused the wheel to become soiled with mounting lube, dirt and/or other debris, the Contractor service personnel shall wipe down such wheel as to make it acceptable for service to County Connection standards before mounting it on a County Connection bus. County Connection is continuously concerned about the appearance of its vehicle fleet. All County Connection bus wheels are polished aluminum. Therefore, some wheels are designated as front wheels so as to present a polished side to the public. Other wheels are designated as outside rear dual wheels to present the same appearance on the rear of the vehicles. At no time shall a wheel not intended for use as a front axle wheel, be mounted on the front axle and likewise, no wheel not intended for outside rear dual mounting shall be so mounted. Contractor shall be responsible for maintaining the tire mounting surfaces of every wheel in a condition that will provide a secure seal between the tire bead and the wheel.
11. Maintaining and having available at all times for County Connection inspection all records of tire changes showing individual tire mileage, tire recapping, etc.
12. Furnish mounting/dismounting/spin-balancing services for support vehicle tire work.
13. Maintain a safe and clean condition in the tire service and storage areas at all times in accordance with the guidelines existing in County Connection's Maintenance Shop.

5. SERVICE EQUIPMENT - CONTRACTOR PROVIDED

- 5.1 The Contractor shall provide and utilize all of the equipment and supplies necessary for, but not limited to, the following functions:
 1. Mounting and dismounting of tires from wheels for revenue vehicles. The Contractor shall provide automated equipment designed for the type of tire/wheel assemblies to be assembled or disassembled. The manual completion of this work is discouraged by County Connection both for safety and facilities considerations.
 2. Mounting and dismounting of tire/wheel assemblies onto and from vehicles.
 3. Re-grooving of revenue vehicle tires.
 4. All record keeping functions.
 5. Spin-Balancing of revenue tire/wheel assemblies. All tire/wheel assemblies shall be balanced in this manner for revenue vehicles. Contractor shall provide and utilize automated equipment to perform this function off of the vehicle.

- 5.2 Contractor shall be fully responsible for the maintenance and care of all equipment, both Contractor owned or County Connection owned, utilized by Contractors personnel to perform their regular duties.
- 5.3 Contractor shall be responsible for the installation, maintenance and utilization of Contractor-provided equipment. This requirement shall include any electrical modifications necessary to the County Connection building to effect the installation. Any and all such modifications shall be approved, in writing, by County Connection's Chief Operating Officer prior to implementation.
- 5.4 Contractor shall provide and utilize the essential support equipment for servicing the tire fleet, including but not limited to, jacks, jack stands, air impact guns, spreaders, cage, etc.
- 5.5 Except in the event of its sole negligence or willful misconduct, in no instance shall County Connection be responsible for loss or damage to Contractor's vehicles, property and equipment it uses in performance of this Contract.

6. SERVICE EQUIPMENT - COUNTY CONNECTION PROVIDED

- 6.1 County Connection shall provide convenient air lines and supply air to inflate tires and to operate pneumatic equipment provided by the Contractor. County Connection will also provide one bay in the Maintenance Building for the storage of tires and one bay for the mounting and dismounting of tire/wheel assemblies on vehicles. No tire storage, regardless of duration, nor any tire work, shall be performed outside of the doors of the two bays assigned to the Contractor.
- 6.2 County Connection has, in its tire storage bay, an overhead bridge crane for the safe stocking of tires on the second and third tiers of County Connection-provided tire storage racks. Contractor's personnel are required to utilize this equipment when stocking tires above the first tier to avoid possible injuries.

7. SERVICE LOCATIONS

- 7.1 All work performed by Contractor's personnel on County Connection vehicles shall be performed at County Connection's Maintenance facility located at 2477 Arnold Industrial Way, Concord, CA.

8. ESTIMATED QUANTITY

- 8.1 County Connection currently operates one hundred and twenty-five (125) vehicles in revenue service. The current average mileage of the entire fleet is 252,000 miles per month.
- 8.2 Contractor shall furnish and maintain tires in sufficient quantities for the following types of buses:

<u>Qty.</u>	<u>Year</u>	<u>Manufacturer/ Model</u>	<u>Length</u>	<u>GVWR Steering</u>	<u>GVWR Drive</u>	<u>Unladen TAG</u>	<u>Type</u>	<u>Size/Load Range</u>
10	2013	Gillig Low floor	40'	9,400	11,340	28,440	Hub piloted aluminum	B305/85R22.5/J
7	2014	Gillig Low floor	30'	6,240	9,072	23,500	Hub piloted aluminum	B275/70R22.5/H
33	2015	Gillig Low floor	40'	9,400	11,340	28,480	Hub piloted aluminum	B305/85R22.5/J
4	2016	Gillig Low floor	30'	9,440	17,680	27,120	Hub piloted aluminum	B275/70R22.5/J
13	2017	Gillig Low floor	35'	8,080	11,340	27,100	Hub piloted aluminum	B305/85R22.5/J
14	2017	Gillig Low floor	30'	6,340	10,660	23,860	Hub piloted aluminum	B305/85R22.5/J
4	2018	Gillig Low floor	30'	9,140	17,300	26,440	Hub piloted aluminum	B275/70R22.5/J
40	2023	Gillig Low floor	40'	14,600	27,000	27,820	Hub piloted aluminum	B305/85R22.5/J

All requests for approved equals regarding tire size/load range are denied. Only the tires listed above will be accepted.

- 8.3 As County Connection contracts for the purchase of new revenue vehicles, Contractor shall be notified of the need for new tires at the bus manufacturer's North American Assembly Plant by County

Connection. Contractor shall arrange for delivery of County Connection-leased tires to the bus manufacturer for installation on the manufactured buses.

Any tire lost, stolen or damaged either while in the possession of the bus manufacturer or while the bus is being delivered to County Connection shall be paid for by County Connection. When new buses equipped with tires furnished by the Contractor shall be driven over land, any mileage accumulated during this delivery (drive-away miles) shall be paid for by County Connection. County Connection will notify the Contractor of the tire mileage used by the Vehicle Manufacturer during the drive-away/tow-away delivery of new vehicles and the Contractor shall return to County Connection, within thirty (30) days of notification of tire mileage consumed, a separate invoice indicating the charges for only those miles and indicating the purpose of the billing. The tire mileage consumed during the drive-away/tow-away delivery of new vehicles shall not include service mileage billing and the tire mileage shall not be included in the monthly service billing rate to County Connection of the service rate is billed based on tire mileage.

- 8.4 Contractor agrees that County Connection may equip up to ten percent (10%) of its fleet of buses with tires obtained from other tire manufacturers for testing purposes. The Contractor shall furnish proper and adequate service during the life of any and all tires so installed, including maintaining proper service records regarding these tires.

9. DAMAGE OR LOSS OF TIRES

- 9.1 County Connection shall be liable for any of Contractor's tires that are rendered unfit for service through accident or negligence on the part of County Connection's employees. Such damaged tires that can be made serviceable by repair shall be repaired by Contractor. Any tire damaged beyond repair by accident or negligence on the part of County Connection's employees shall be paid by County Connection. The cost shall be calculated based on one of the two methods below. **Contractor shall specify at the time of bid submittal which option will be used for the entire term of the contract.**

Option 1:

The cost shall be calculated based on the unused mileage assuming a maximum tire life of 45,000 miles for new tires and 18,000 miles for retreads, or actual six-month average mileage if higher than assumed life, but in no case shall the cost of the damaged tire exceed the replacement cost of the tire. The Contractor shall provide and keep current during the term of this contract such proof of current market price and average tire mileage for the sizes and types of tires to be provided as County Connection may require for the execution of this paragraph; or

Option 2:

The cost shall be calculated based on the unused mileage which shall be prorated by determining the percentage of useable rubber remaining multiplied by the following cost per 32nds.

Contractor	Original	Useable	Retread	Useable
Tire Size	Cost/32nd	32nds	Cost/32nd	32nds

Example: 10/32 unused tread x \$10.00 per 32nd = \$100.00

Steer tires will be removed at 4/32nds and drive tires will be removed at 2/32nds. The Contractor shall provide the market value of original and retread tires as used on County Connection vehicles at the beginning of the contract term and these prices shall not be changed for the duration of the contract unless County Connection requests a change in the type of tires used on its vehicles.

County Connection shall not be liable for normal wear and tear, including road hazards and curbing to which all vehicles are subject, and improper servicing of tires through the negligence or intentional acts of the Contractor, the Contractor's employees, or Contractor's failure to adhere to the service requirements of these specifications. Determination of liability shall be based on negotiation between representatives of the Contractor and County Connection, with County Connection's Chief Operating Officer making the final decision.

- 9.2 County Connection will provide a safe, suitable and enclosed space for the storage of spare tires and will pay Contractor the amount of any damage or loss arising from accident, fire, loss, theft, or vandalism of said tires, provided; however, that County Connection shall not make payment to Contractor in cases where the damage or loss is the result of the negligence and/or intentional acts of Contractor or its employees. The value of tires for the purpose of determining the amount of any damage or loss under this provision shall be determined in accordance with the payment calculation for "tires damaged beyond repair" as set forth in Section 9.1 above.

10. ADDITION AND REMOVAL OF BUSES FROM REVENUE SERVICE

- 10.1 If County Connection permanently disposes of or removes from revenue service all or a portion of its fleet of equipment, it shall give prior written notice to the Contractor.
- 10.2 If County Connection does dispose of, remove or sell buses equipped with Contractor's tires, such tires will be removed and used on other County Connection buses, or County Connection may sell the tires to any person or company at a price satisfactory to the Contractor.
- 10.3 If County Connection permanently disposes of all vehicles which use a particular size of tire, and which are not used on any remaining vehicle in County Connection's fleet, the Contractor shall remove all unused original and retreaded tires from County Connection's facility and return them to Contractor's warehouse at no cost to County Connection. The Contractor and County Connection's Chief Operating Officer shall negotiate a mutually agreeable settlement for the removal or sale of the partially run tires remaining in spare stock upon termination of the tire size requirement.

11. BRAND NAME DESIGNATIONS

- 11.1 It should be understood that specifying a brand name, components, and/or equipment in this specification shall not relieve the Contractor from its responsibility to produce or employ products in accordance with the warranty and contractual requirements contained in these specifications, and advising County Connection of a suitable substitute for consideration.

12. BASE RATE, SERVICE RATE AND RATE ADJUSTMENTS

- 12.1 Bidder shall complete all blank spaces on the Bid Form including:
1. Basic Rate Per Tire Mile
 2. Fixed Monthly Service Rate for each year of the Contract
 3. Estimated Total 5-Year Cost
 4. Damage or Loss of Tires Option
- 12.2 Sales or Use Taxes and excise taxes shall not be included in any bid price quoted on the Bid Form. Contractor shall include any applicable taxes on each monthly invoice.

- 12.3 In no event can the Tire Mile Rates or Monthly Service Rates increase by more than 5% over the prior year's rates.
- 12.4 The low bidder will be determined by comparing the Estimated Total 5-Year Cost, which is the sum of the Tire Mile Rates for each year multiplied by the annual estimated tire miles, plus the sum of the Monthly Services Rates for each year multiplied by 12 months as set forth on the Bid Form. The estimated annual tire miles are estimates only and are provided for purposes of bid comparison only. County Connection does not guarantee any specific number of miles, and actual tire miles may be more or less.

13. BONUS CLAUSE

- 13.1 No "Bonus" proposals are invited and none will be considered.

14. RECORD KEEPING

- 14.1 The Contractor shall keep all records of tire transfers, tire mileage, and such other records as are necessary to meet the requirements of Federal or State law or as may be mutually agreed upon by County Connection and Contractor.
- 14.2 County Connection shall maintain mileage records for each bus. At the beginning of each month, County Connection shall furnish the Contractor with a summary report of the mileages accumulated on each bus during the previous one-month period. This summary report shall be used by the Contractor in computing the monthly invoice.

15. INVOICING AND PAYMENT

- 15.1 County Connection shall submit a mileage report to Contractor no later than the 10th of the month following the month in which the mileage was accumulated.
- 15.2 The Contractor shall tender its invoice for tire mileage and service no later than the 25th of the month following the month in which the mileage was accumulated.
- 15.3 County Connection shall execute payment in accordance with the Special Provisions, paragraph 12.

16. DELIVERY

- 16.1 All tires furnished by Contractor under this lease contract shall be delivered to the County Connection's Maintenance facility and all freight or delivery charges shall be paid by the Contractor.
- 16.2 After expiration of their useful life, all tires furnished by Contractor under this lease contract shall be removed by the Contractor, and all freight, delivery or disposal charges shall be paid by the Contractor. Tire delivery must be within thirty (30) days of written request.
- 16.3 The unloading, loading and storage of tires will be the responsibility of the Contractor.

17. OPERATION OF LEASED TIRES

- 17.1 County Connection will, under normal operating conditions, not allow its leased tires to be transferred, sublet or loaned to any other operating entity for use on any vehicle not directly owned by County Connection without the prior written approval of the Contractor. County Connection may provide vehicles equipped with Contractor's tires to another contractor who, under separate contract to County Connection, is charged with the operation of County Connection's buses in revenue service. In such cases, County Connection would retain the responsibility for any report vehicle mileage damage or

loss to Contractor's tires. Contractor would retain the responsibility to maintain the tires so long as the vehicles are operated from County Connection's Concord facility.

- 17.2 As a designated Emergency Services Provider, County Connection may be called upon to provide vehicles for use by another transit property or other public Emergency Services Provider. During such emergencies, Contractor shall allow, without prior written consent, the operation of its tires on County Connection vehicles by other transit operators or Emergency Services Providers. County Connection will give Contractor prompt written notice of details concerning Emergency Service and the location of Contractor's tires.
- 17.3 County Connection will not allow Contractor's tires stored at its Concord facility to be transferred to another user under any terms or conditions except by Contractor.

BID FORM

CENTRAL CONTRA COSTA TRANSIT AUTHORITY
Concord, California

LEASE OF TRANSIT TIRES AND RELATED SERVICES
2025-MA-04

Date: _____

Board of Directors
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520

The undersigned, upon acceptance, agrees to furnish leased tires and related services in accordance with the terms and conditions as per Central Contra Costa Transit Authority "Notice and Invitation to Bidders, Instructions to Bidders and General Conditions, Special Conditions, Bid Form, and Technical Specifications for Lease of Transit Tires and Related Services" dated November 10, , 2025, at the following prices:

FEES

(Do not include sales tax.)

A. BASIC RATE PER TIRE MILE

B305/85R22.5 RADIAL TIRES

	<u>Basic Tire Mile Rate</u>		<u>Estimated Annual Vehicle Miles</u>		<u>Estimated Annual Total</u>
a. Year 1	_____	x	2,600,000	x 6 =	_____
b. Year 2	_____	x	2,600,000	x 6 =	_____
c. Year 3	_____	x	2,600,000	x 6 =	_____
d. Year 4	_____	x	2,600,000	x 6 =	_____
e. Year 5	_____	x	2,600,000	x 6 =	_____
Total 5-Year Tire Mile:					_____

B. BASIC RATE PER TIRE MILE

B275/70R22.5H RADIAL TIRES

	<u>Basic Tire Mile Rate</u>		<u>Estimated Annual Vehicle Miles</u>		<u>Estimated Annual Total</u>
a. Year 1	_____	x	484,000	x 6 =	_____
b. Year 2	_____	x	484,000	x 6 =	_____
c. Year 3	_____	x	484,000	x 6 =	_____
d. Year 4	_____	x	484,000	x 6 =	_____
e. Year 5	_____	x	484,000	x 6 =	_____
Total 5-Year Tire Mile:					_____

C. BASIC RATE PER TIRE MILE

B275/70R22.5 Model G661 (Low Rolling Resistance)

	<u>Basic Tire Mile Rate</u>		<u>Estimated Annual Vehicle Miles</u>		<u>Estimated Annual Total</u>
a. Year 1	_____	x	90,000	x 6 =	_____
b. Year 2	_____	x	90,000	x 6 =	_____
c. Year 3	_____	x	90,000	x 6 =	_____
d. Year 4	_____	x	90,000	x 6 =	_____
e. Year 5	_____	x	90,000	x 6 =	_____
Total 5-Year Tire Mile:					_____

D. FIXED MONTHLY SERVICE RATE

Annual Total

a. Year 1 _____ x 12 months _____

b. Year 2 _____ x 12 months _____

c. Year 3 _____ x 12 months _____

d. Year 4 _____ x 12 months _____

e. Year 5 _____ x 12 months _____

Total 5-Year Service Cost: _____

E. ESTIMATED TOTAL 5-YEAR COST:

F. DAMAGE OR LOSS OF TIRES OPTION (See Technical Specification number 9)

Please check one:

Option 1: _____

or

Option 2: _____

BID FORM

To be considered responsive, each bid must include a completed, negotiable bid bond, certified or cashier's check, or irrevocable standby letter of credit in the amount of ten percent (10%) of the Estimated Total 5-Year Cost. The absence of a bid deposit will cause the rejection of the bid.

The undersigned Bidder recognizes that time is of the essence in this contract. County Connection's Board of Directors reserves the right to reject any or all bids or to waive any irregularity or informality in any bid or in the bidding procedure. Conditional or qualified bids shall be rejected.

The undersigned Bidder states that the tire and services offered shall meet the bid specifications in all respects.

BID FORM

Name under which business is conducted _____

Business Address _____

Telephone _____ Email _____

IF SOLE OWNER, Sign here:

Sign as sole owner of the business named above:

IF PARTNERSHIP, Sign here:

The undersigned certify that we are partners in the business named above and that we sign this contract proposal with full authority to do so: (one or more partners sign)

IF CORPORATION, Execute here:

IF CORPORATION, Execute here:

This Bid Form must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Bid Form may be executed by a single officer or a person other than an officer provided that evidence satisfactory to County Connection is provided demonstrating that such individual is authorized to bind the corporation (e.g., a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

Corporation Name _____

By _____ Title _____

By _____ Title _____

Incorporated under the laws of the State of: _____

IF JOINT VENTURE, Execute here:

The undersigned certify that they sign this contract proposal with full and proper authorization to do so:

Joint Venture Name Composed of _____

By _____ Title _____

By _____ Title _____

Bid packages shall be placed in a sealed envelope marked "Bid On LEASE OF TIRES AND RELATED SERVICES, Project 2025-MA-04" and delivered to Scott Mitchell, Chief Operating Officer, Central Contra Costa Transit Authority, 2477 Arnold Industrial Way, Concord, California 94520 prior to 2:00 PM, on **December 18, 2025**.

ADDENDA RECEIVED

(If none received, write "None Received.")

Addendum No. _____

Date Received _____

ITEMS TO BE INCLUDED IN BID

1. The Bid shall contain the documents appearing on the following pages, including:
 - A. Bidder's Bond in the amount of ten percent (20%) of the sum of the Estimated Total 5-Year Cost on the Bid Form (County Connection's Bidder's Bond form must be used.)
 - B. Non-Collusion Declaration
 - C. Lobbying Certification
 - D. Buy America Certificate
 - E. List of Prime Contractor and Subcontractors/Suppliers
 - F. Performance Bond (Only to be issued at the time of contract execution to the successful bidder.) (County Connection's Performance Bond must be used.)
 - G. Documentation in support of each of the requirements contained in the Instructions to Bidders and General Conditions, Section 52.A, including, but not limited to a list of three (3) public bus transit agencies for whom the bidder is currently providing bus tires and tire services

BIDDER'S SECURITY

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, and _____, as a California-admitted Surety, are held and firmly bound unto the Central Contra Costa Transit Authority, hereinafter called the "County Connection", in the sum of _____ dollars (\$ _____), being at least ten percent (10%) of the total amount of the bid of the Principal above named, for the payment of which sum in lawful money of the United States of America to County Connection we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas the Principal has submitted said bid to County Connection for which bids were requested to be received at Concord, California, on December 18, 2025 for the provision of Lease of Transit Tires and Related Services, Project Number 2025-MA-04, as specified therein.

NOW THEREFORE, if the Principal is awarded a contract by County Connection and, within the time and in the manner required by the Invitation for Bids (IFB), enters into a contract with County Connection and furnishes the requisite bonds or other contract documents, then this obligation shall become null and void; otherwise to remain in full force and effect.

In the event suit is brought upon this bond by County Connection and judgment is recovered, the Surety shall pay all costs incurred by County Connection in such suit, including reasonable attorney's fees to be fixed by the court.

Signed and sealed this _____ day of _____, 2025.

Principal: _____

By: _____

By: _____

(Note: To be considered complete, both the bidder and an admitted surety insurer authorized by the California Insurance Commission to transact surety business in the state of California must sign this bond. In addition, the surety's signature must be notarized and a copy of the surety's power of attorney must be attached.)

Surety: _____

By: _____

By: _____

Attorney-In-Fact

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Project Title: LEASE OF TRANSIT TIRES AND RELATED SERVICES

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

“I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].”

Signature of Bidder

Title

LOBBYING CERTIFICATION FOR CONTRACTS GRANTS, LOANS AND COOPERATIVE AGREEMENTS (PURSUANT TO 49 CFR PART 20, APPENDIX A)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

_____ Signature of Authorized Official

_____ Name and Title of Authorized Official

_____ Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type:</p> <p>a. initial filing b. material change</p> <p>For Material Change Only: Year _____ Quarter _____ Date of last report: _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier, if known: _____</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, enter name and address of Prime:</p> <p>Congressional District, if known _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known: _____</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10.a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>	<p>10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p><i>(Attach Continuation Sheet(s), if necessary)</i></p>		
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p>		
<p><i>(Attach Continuation Sheet(s), if necessary)</i></p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reference was placed by the user above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____</p> <p>Date: _____</p>	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A
BILLING CODES 3410-01-C; 6450-01-C; 6690-01-C;
8025-01C; 7510-01-C; 3510-FE-C; 8120-01-C; 4710-24-
C; 6116-01-C; 6051-01-C; 8230-01-C; 3210-01-C; 4210-
32-C; 4410-18-C; 4510-23-C; 4810-25-C; 3001-01-C;
4000-01-C; 3820-01-C; 6560-50-C; 6820-61-C; 4310-RF-
C; 6718-01-C; 4150-04-C; 7555-01-C; 7537-01-C; 7536-
01-C; 6050-28-C; 4910-62-C

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a).
Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, and print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

BUY AMERICA CERTIFICATE
(Steel, Iron or Manufactured Products)

SELECT AND COMPLETE ONLY ONE OF THE FOLLOWING CERTIFICATIONS:

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR Part 661.

Date _____
Signature _____
Company _____
Name _____
Title _____

Certificate of Non-Compliance with Buy American Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date _____
Signature _____
Company _____
Name _____
Title _____

LIST OF PRIME CONTRACTOR AND SUBCONTRACTORS/SUPPLIERS

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

Small Business Enterprise: Yes* _____ No _____
 Title: _____
 Firm's Annual Gross Receipts**: _____ Age of Firm: _____

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

**Optional

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

	Company Name/Address/Phone Owner's Name or Contact Person	SBE Non-SBE	Description of Work. Type of Materials/Supplies.	Dollar Amount of Work/Supplies	Bid/Quote Accepted? (Yes/No)
1					
2					
3					
4					
5					

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

 Signature of Owner or Authorized Representative

 Title

 Date

SELECTION PROCESS OF SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS

Contract Name: Lease of Transit Tires and Related Services

Bidder's Name: _____

Owner or Contact Person and Title: _____

Address: _____

Phone: _____ Email: _____

Firm Name	Contact Name	SBE/Other	Solicitation Method(s) (include attachments)	Results (include reasoning)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Attach additional sheets as necessary.

Bidder hereby certifies that is was unable to subcontract to any SBE for this contract and has provided evidence of attempts to obtain SBE commitments.

Company Name: _____

Authorized Signature: _____

Title: _____

Date: _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS the CENTRAL CONTRA COSTA TRANSIT AUTHORITY, hereinafter designated as “County Connection,” has awarded to _____, hereinafter designated as the “Principal,” a Contract for Lease of Transit Tires and Related Services; and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond of faithful performance of said Contract,

NOW, THEREFORE, we, the Principal, and _____, as a California-admitted Surety, are held and firmly bound unto County Connection in the penal sum of _____, being a sum equal to twenty percent (20%) of the Estimated Total 5-Year Cost as set forth on the Bid Form. for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by County Connection, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract during the original term and any extensions thereof as may be granted by County Connection, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal’s part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless County Connection as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by County Connection to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at County Connection’s election:

1. Undertake through its agents or independent contractors, reasonably acceptable to County Connection, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse County Connection for all costs County Connection incurs in completing the Contract, and in correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Surety’s obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing County Connection’s rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than County Connection or its successors or assigns.

In the event suit is brought upon this bond by County Connection, Surety shall pay reasonable attorney's fees and costs incurred by County Connection in such suit.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this _____ day of _____, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

By: _____

By: _____

Note: To be signed by Principal and Surety and signature of individual signing for Surety shall be notarized and evidence of power of attorney attached.

Surety

Address of Surety

SAMPLE FORM OF CONTRACT

**LEASED TRANSIT TIRES AND RELATED SERVICES
[DO NOT EXECUTE AT BID SUBMITTAL]**

This contract is made and entered into effective _____, by and between Central Contra Costa Transit Authority (County Connection), an entity formed under the California Joint Exercise of Powers Act, California Government Code Sections 6500, et seq., and _____ (Contractor), a corporation in good standing under the laws of the State of California.

Recitals

County Connection has prepared and published a Notice and Invitation to Bidders for "LEASE OF TRANSIT TIRES AND RELATED SERVICES" as specified in the bid documents and solicited bids from qualified manufacturers of transit-type tires.

Bids were received from _____ () bidders, including Contractor.

After evaluation of the bids, the County Connection Board of Directors determined that the bid by the Contractor was the lowest responsible and responsive bid and awarded the contract to _____.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1. **Scope of Work.** The Contractor shall furnish tires on a lease in full accordance with the requirements of the Contract Documents entitled "Lease of Transit Tires and Related Services," Project Number 2025-MA-04, dated November 10, , 2025, and the signed bid of the Contractor dated _____, which are appended hereto and made a part of this contract.

2. **Incorporation by Reference.** The following Contract Documents, and each and every term and condition thereof, are incorporated herein by reference as though fully set forth at this point:
 - a. **County Connection Documents.**

The County Connection Notice to Bidders, Instructions to Bidders and General Conditions, Special Provisions, Bid Forms, Technical Specifications, and Appendices. Copies of said documents are attached hereto and marked Exhibit A.

 - b. **Contractor's Documents.**

The Contractor's bid submission dated _____ accepted by County Connection. Copies of said documents are attached hereto and marked Exhibit B.

3. **Precedence of Documents.** In the event of any conflict between the documents set forth in Section 2(a) hereof and the documents set forth in Section 2(b) hereof, the conflict shall be resolved by giving the documents set forth in Section 2(a) precedence over the documents set forth in Section 2(b).

4. **Compensation and Method of Payment.** The Contractor shall faithfully perform each and every item required of it in this contract for the annual tire and service rates quoted on the Bid Form. Payment of monthly invoices shall be made in accordance with the Contract Documents.
5. **Time of Performance.** The Contractor shall furnish the tires on a leased basis and service the tires on the County Connection's buses and support vehicles for a period of five (5) years commencing on December 1, 2025 and terminating on November 30, 2030, and shall perform all other work described in the Contract Documents during said five (5) year period.
6. **Amendment.** This contract, and any of the exhibits to it, may be amended at any time, but only upon the prior written approval of both parties.
7. **Faithful Performance Bond.** Contractor shall timely submit a faithful performance bond in a form and executed by a surety acceptable to County Connection.
8. **Warranties.** The warranties of the tire manufacturer are in addition to the warranties required of Contractor under paragraphs 39-42 of the Instructions to Bidders and General Conditions.
9. **Remedies Cumulative.** The remedies conferred by this agreement upon County Connection are not intended to be exclusive, but are cumulative and in addition to all other remedies provided by law.
10. **Damage Liability.** The Contractor shall be responsible for any damages sustained by County Connection's facility or equipment as a direct result of negligence on the part of Contractor or its employees.
11. **Termination.**
 - (a) County Connection may, subject to the following provisions, by ten (10) days written notice of default to Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - (1) If Contractor fails to deliver and/or install materials and equipment or to perform services as provided for herein within the time specified herein or any extension thereof; or
 - (2) If a Contractor fails to perform any of the other material provisions of the Contract, in accordance with its terms and, in either of these two (2) circumstances, does not rectify such failure within a period of ten (10) days (or such other period as County Connection may authorize in writing) after receipt of written notice from County Connection specifying such failures.
 - (b) County Connection may also terminate the contract at any time by giving the Contractor thirty (30) days' notice thereof.
 - (c) Notice of termination shall be given by certified mail or personal service to the Contractor at the address specified herein, as amended in writing.
 - (d) If County Connection terminates the Contract in whole or in part, as provided in (a) above, County Connection may procure materials and equipment and Contract for services similar to those so terminated, and Contractor shall be liable to County Connection for any excess costs for such similar materials and equipment and services.
 - (e) Upon termination, Contractor shall submit a written closing statement to County Connection to specify the costs of materials and equipment delivered to County Connection and installed, and the costs of services actually performed to the date of termination for which Contractor has not been previously paid.

County Connection may deduct any excess costs incurred under subsection (d) and any liquidated damages due under Section 18 hereof from the amount set forth in Contractor's closing statement. Upon payment of the amount found due, County Connection shall be under no further obligation, financial or otherwise to Contractor except, and only to the extent of, any obligations imposed by said Contractor's continued performance under subsection (f) below.

(f) The Contractor shall continue the performance of the contract to the extent not terminated under the provisions of this clause.

(g) The Contractor shall not be liable for excess costs if acceptable evidence has been submitted to County Connection that failure to perform the contract giving rise to such costs was due to causes beyond the control and without the fault or negligence of the Contractor.

Upon expiration or termination of this contract, County Connection shall have the option, at its sole election, to take actions detailed in paragraph 15 of the Special Provisions.

12. **Successors and Assigns.** This agreement shall be binding upon and inure to the benefit of County Connection and Contractor and their respective successors in interest and assigns.
13. **Waiver.** No waiver of any breach of the terms, conditions, or covenants of this agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenants, conditions, or terms of this contract.
14. **Notices.** Any notices, demands, or elections required or permitted to be given or made hereunder shall be in writing and shall be personally delivered or mailed certified or registered mail, return receipt requested, addressed to the respective parties as follows:

County Connection

Contractor

William Churchill, General Manager
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520

15. **Liquidated Damages.** Time is of the essence in this contract. In the event the Contractor does not or is unable to provide tires and services and causes at least one (1) and not more than four (4) buses to be unavailable for service on any given day, Contractor shall be liable for liquidated damages in the amount of five-hundred dollars (\$500) per day for each and every day that one (1) to four (4) buses are not available for service.

In the event the Contractor does not or is unable to provide tires and services and causes five (5) or more buses to be unavailable for service on any given day, causing disruption of public transit service, Contractor shall be liable for liquidated damages in the amount of one-thousand dollars (\$1,000) per day for each and every day that five (5) or more buses are not available for service.

16. **Headings.** The descriptive headings used in this agreement are for convenience only and shall not control or affect the meaning or construction of any of its provisions.
17. **Severability.** In the event any part or provision of this agreement shall be determined to be invalid or unenforceable under the laws of the State of California or of the United States, the remaining portions of this agreement shall nevertheless continue in full force and effect.

18. **Attorneys' Fees.** If County Connection or Contractor brings any action to interpret or enforce this agreement, or for damages for any alleged breach hereof, the prevailing party in such action shall be entitled to reasonable attorneys' fees as awarded by the court, in addition to all other recoverable damages and costs.
19. **Entire Agreement.** It is expressly agreed between County Connection and Contractor that this agreement expresses the complete agreement between said parties and supersedes all prior oral or written negotiations, agreements, and understandings between them regarding the subject matter of this contract.
20. **Motor Vehicle Safety Standards.** The Contractor certifies that tires furnished hereunder will comply with the Motor Vehicle Safety Standards as established by the U. S. Department of Transportation and any other applicable standards and regulations.
21. **Governing Law.** This contract shall be governed and construed in accordance with the laws of the State of California.
22. **Integration.** It is expressly agreed between County Connection and Contractor that this agreement expresses the complete agreement between said parties and supersedes all prior oral or written negotiations, agreements, and understandings between them regarding the subject matter of this contract.

IN WITNESS WHEREOF, the parties hereunto execute this agreement effective the date set forth above.

CENTRAL CONTRA COSTA TRANSIT AUTHORITY

By: William Churchill, General Manager

APPROVED AS TO LEGAL FORM AND CONTENT:

By: Julie Sherman, Legal Counsel

CORPORATION

By:

Name (Typed)

Title