

**REQUEST FOR PROPOSALS**  
**ON-CALL PLANNING CONSULTING SERVICES**  
**#2026-PL-02**

**DATE ISSUED: JUNE 8, 2026**

**TABLE OF CONTENTS**

I. STATEMENT OF PURPOSE ..... 3  
II. PROCUREMENT TIMELINE ..... 3  
III. COUNTY CONNECTION BACKGROUND AND ANTICIPATED PROJECTS..... 3  
IV. PRE-PROPOSAL CONFERENCE ..... 4  
V. SUBMISSION OF QUESTIONS AND REQUESTS FOR CLARIFICATION ..... 5  
VI. SUBMISSION OF PROPOSALS ..... 5  
VII. WITHDRAWAL OF PROPOSAL..... 6  
VIII. SCOPE OF SERVICES ..... 6  
IX. PERFORMANCE PERIOD ..... 6  
X. PROPOSAL FORMAT AND CONTENT ..... 6  
XI. PROPOSAL EVALUATION ..... 11  
XII. CONTRACT AWARD ..... 13  
XIII. PROTEST PROCEDURES ..... 13  
XIV. OTHER REQUIREMENTS ..... 14

**LIST OF ATTACHMENTS**

- Attachment A – Scope of Services
- Attachment B – Submittal Checklist
- Attachment C – Cost Proposal
- Attachment D – Sample Agreement
- Attachment E – List of Prime Contractor and Subcontractors/Suppliers
- Attachment F – Federal Requirements
- Attachment G – Lobbying Certification
- Attachment H - Certification for Federal Tax Liability and Recent Felony Convictions

**I. STATEMENT OF PURPOSE**

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

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

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

**II. PROCUREMENT TIMELINE**

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

<b>Activity</b>	<b>Date</b>
RFP Issued	June 8, 2026
Pre-Proposal Conference ( <i>teleconference</i> )	June 17, 2026 at 3:00 p.m..
Requests for Clarifications/Questions Due	June 24, 2026 at 4:00 p.m.
Response to Clarifications/Questions	July 1, 2026
Proposals Due	July 24, 2026 at 4:00 p.m.
Interviews ( <i>tentative</i> )	August 5 and 6, 2026
Contract Award ( <i>tentative</i> )	September 17, 2026

**III. COUNTY CONNECTION BACKGROUND AND ANTICIPATED PROJECTS**

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

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

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

In March 2019, County Connection restructured its services to better align capacity with demand, successfully reversing a multi-year decline in ridership. This growth was abruptly interrupted in March 2020 by the COVID-19 pandemic. The ensuing Shelter-in-Place Order triggered a 75% drop in ridership and a subsequent 13% reduction in service. While total ridership has since recovered to 84% of pre-pandemic levels, the recovery is uneven. Youth and weekend categories now exceed previous records, yet weekday local and express routes continue to underperform. County Connection is now focused on adapting its services to meet these permanent shifts in commuter behavior.

In addition, County Connection will need transit planning services to update the Short-Range Transit Plan, conduct onboard survey and support staff in meeting many of the FTA requirements such as updating its Title VI Program, the Public Outreach Plan, and the Transit Asset Management (TAM) Plan. The Metropolitan Transportation Commission (MTC) has also been leading several regional efforts, including the Fare Coordination and Integration Study and the Transit Transformation Action Plan, which require participation from operators, particularly for the implementation phases. Staff will also need Scheduling support to prepare bid documents. Additional transit planning services may also be required to support County Connection's state mandated transition to Zero Emission Vehicles, accounting for changes in fleet type and fueling technologies that may affect vehicle range.

#### **IV. PRE-PROPOSAL CONFERENCE**

A Pre-Proposal Conference will be held commencing promptly at **3:00 p.m.. on June 17, 2026** via teleconference. Attendees must register in advance at [https://us02web.zoom.us/webinar/register/WN\\_EJINw1fCQ-O43eGwla-Rlw](https://us02web.zoom.us/webinar/register/WN_EJINw1fCQ-O43eGwla-Rlw) and will receive connection information via e-mail. Attendance is encouraged but is not mandatory.

The Pre-Proposal Conference will take approximately one hour. Members of County Connection's staff will be available to answer general questions pertaining to the RFP and the specifications herein. Any questions that may require staff research to answer, or that will otherwise clarify or modify the meaning or intent of this RFP, shall be submitted to County Connection in writing as described in Section 0.

## V. SUBMISSION OF QUESTIONS AND REQUESTS FOR CLARIFICATION

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

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

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

Any questions and/or requests for clarification regarding this RFP shall be e-mailed to [asmith@cccta.org](mailto:asmith@cccta.org) for receipt no later than June 24, 2026 at 4:00 p.m. County Connection's reply to questions and/or requests for clarification will be posted to County Connection's website (<http://countyconnection.com/>) by July 1, 2026. It is the Proposer's responsibility to monitor the website on a regular basis. Any modification to the RFP requirements will be by written Addenda only, issued by County Connection, and will be posted on County Connection web site. Oral interpretations will not be binding on County Connection.

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

## VI. SUBMISSION OF PROPOSALS

### A. Proposal Due Date

All Proposals must be received by CCCTA no later than 4:00 p.m. on July 24, 2026, at 2477 Arnold Industrial Way, Concord, CA 94520, Attention: Andrew M. Smith, Director of Planning & Marketing, email: [asmith@cccta.org](mailto:asmith@cccta.org). Proposals received after this time or at any other location will not be accepted. If proposals are delivered in person, they should be delivered to the reception desk on the second floor. Please allow for additional time for screening and processing in the building lobby. Proposal Submittal Checklist

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

### B. Conflict of Interest

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

- RFP, Section XIII.B.

- Sample Agreement, Section 13.

### **C. Proposer Representations**

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

## **VII. WITHDRAWAL OF PROPOSAL**

Submission of a proposal constitutes a firm offer to County Connection for one hundred twenty (120) days from the proposal due date.

A proposer may withdraw its proposal any time before the proposal due date, without prejudice, by submitting a written request for its withdrawal to Andrew Smith. A telephone request will not be accepted.

## **VIII. SCOPE OF SERVICES**

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

The on-call services contract amount is estimated to be no more than \$1,000,000 over the three-year base term and two one-year option terms. The work under the Agreement will be established as needed on an individual Work Order basis.

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

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

## **IX. PERFORMANCE PERIOD**

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

## **X. PROPOSAL FORMAT AND CONTENT**

Proposers are directed to submit an electronic copy of their Proposal as a PDF file attachment via e-mail to Andrew M. Smith, Director of Planning and Marketing, at [asmith@cccta.org](mailto:asmith@cccta.org). The e-mail subject line shall include the Proposer's name and RFP number (#2026-PL-02).

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

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

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

1. Cover Letter
  2. Firm Background
  3. Relevant Experience
  4. Key Personnel
  5. Approach to Accomplishing Scope of Work
  6. Cost Proposal
  7. Designation of Subconsultants and Sub-bidders Report
  8. Lobbying Certification
  9. Evidence of Financial Stability
  10. Joint Venture agreement (if applicable)
  11. Levine Act Disclosure
  12. Evidence of Ability to Provide Insurance
  13. Certification for Federal Tax Liability and Recent Felony Convictions
  14. Exceptions to the Agreement (if any)
1. Cover Letter

The cover letter shall:

- (a) Identify the Request for Proposal number and proposal component, and shall introduce the proposing firm(s) (prime consultant or joint venture), and its experience and capabilities to perform the required services.

- (b) The letter shall identify all subconsultants and individuals proposed for use in the performance of the required services.
- (c) The cover letter shall also identify the individual within the proposing organization who will respond to questions County Connection may have regarding the Proposal. This person's title, firm affiliation, phone number, e-mail address, and mailing address shall be included.
- (d) The cover letter shall state whether the Proposer has adequate resources to meet County Connection's quality and schedule expectations and whether the terms contained in the Agreement are accepted (see Section X.13 below) as proposed or with exceptions. Any exceptions shall be clearly noted on a separate sheet and submitted with the proposal.
- (e) The letter shall be signed and dated by an authorized person of the firm submitting the proposal.
- (f) The cover letter shall confirm that the Cost Proposal, included as part of this RFP, is a firm offer to County Connection for 120 days from the submission deadline for the proposals.
- (g) The letter shall include a listing indicating the Addenda, by number of issue, which the Proposer has received.

## 2. Firm Background

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

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

## 3. Relevant Experience

The Proposer shall provide descriptions of relevant prior project experience for governmental agencies, transit operators, Caltrans, and/or private entities that exhibit the Proposer's capabilities to perform the required scope of services. This prior project

experience shall be limited to a total of ten (10) project assignments (the same project may be cited for different assignments, if appropriate). No assignment shall have started before 2016. The Proposer shall provide, in tabular form, a summary of this relevant prior project experience with particular reference to the categories of services within the Detailed Scope of Services for Consultant. The Proposer should also describe its proximity and/or knowledge of specific requirements of Central Contra Costa County and the cities within it.

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

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

The Proposer must have required licenses necessary to perform the Scope of Services.

4. Key Personnel

The Proposer shall identify individuals proposed for assignment under this RFP and specify why each individual has been included. The Proposer shall provide a summary of the relevant experience of individuals proposed for assignment under this RFP with particular reference to the categories of services within the Scope of Services.

5. Approach to Accomplishing Scope of Work

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

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

The Proposer must also describe its process for responding to and managing Work Orders, including how the Proposer will ensure the quality of task management and work product.

6. Cost Proposal

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

7. Designation of Subconsultants and Sub-bidders Report

Proposers must describe whether they intend to subcontract any of the services required under this contract to any subconsultants and must indicate whether they have made

any efforts to solicit Small Businesses Enterprises (SBEs) to participate on this contract. If a proposer has not yet made any efforts to solicit SBEs and intends to subcontract any of the services, Proposer must briefly describe how it intends to solicit SBEs.

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

8. Lobbying Certification

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

9. Evidence of Financial Stability

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

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

10. Joint Venture Agreement

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

11. Levine Act

The Levine Act (Government Code §84308) is part of the California Political Reform Act of 1974. The Levine Act prohibits any County Connection Board Member from participating in any action related to a contract, if the Board Member receives any political contributions totaling more than \$500 from a party or participant to a contract proceeding, or from their agents, within 12 months of the proceeding. The Levine Act also requires a member of the County Connection Board who has received such a contribution to disclose the contribution on the record of the proceeding. In

addition, County Connection Board Members are prohibited from accepting, soliciting, or directing a campaign contribution of more than \$500 from a party or participant to the proceeding, or from their agents, for 12 months following the date a final decision concerning the contract has been made.

Proposers must disclose in their Proposals any contribution of \$500.00 or more that they have made to a County Connection Board Member within the twelve-month period preceding submission of their Proposals. This duty applies to the Proposer's company, any member of its team, any agents or other team members and to the major shareholders of any closed corporation that is part of the Proposer's team.

12. Evidence of Ability to Provide Insurance

Proposers must provide evidence in the form of a letter or verification of insurance certificate from Proposer's broker/agent that verifies the firm is able to meet the minimum insurance requirements as detailed in Section 15 of the sample Agreement for Services including, but not limited to professional liability, and worker's compensation coverage.

13. Exceptions to the Agreement

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

**XI. PROPOSAL EVALUATION**

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

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

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

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

<u><b>Award Evaluation Factors</b></u>	<u><b>Points</b></u>
<u><b>1. Firm Qualifications –</b></u>	<b>30 points</b>

Evaluation criteria for this category will include:

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

**2. Key Personnel –**

**20 points**

Evaluation criteria for this category will include:

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

**3. Approach and Capacity –**

**30 points**

Evaluation criteria for this category will include:

- (a) The capacity to provide disciplines necessary for the work and the capacity to provide personnel on an on-call basis.
- (b) Demonstrated ability and description of the approach and tools used to manage project timelines, budget, invoicing, coordination and communication.
- (c) Approach to project management and client communications, including Work Order management.

**4. Cost Proposal –**

**20 points**

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

**Total Possible Points**

**100 points**

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

County Connection requests that Proposers make themselves available, if asked, to participate in an interview, tentatively scheduled for August 5 and 6, 2026. Interviews may be held in-person at County Connection's Administrative Offices, 2477 Arnold Industrial Way, Concord, CA 94520 or remotely via teleconference. If an interview is requested, the Proposer shall be responsible for all costs related to the interview (travel, meals, lodging, etc.). Upon completion of review of the written submittals and interviews, if any, County Connection will rank each firm in accordance with the criteria set forth above.

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

County Connection reserves the right to further reduce the "competitive range" at any time during this step of the evaluation and selection process and County Connection may hold simultaneous discussions with those proposers that remain in the "competitive range." Proposers who are no longer in the "competitive range" will be notified as soon as it is practicable and will thereafter not continue in the selection and evaluation process. Upon completion of this step of the evaluation and selection process, County Connection will re-rank the remaining firms in accordance with the evaluation criteria set forth above.

## **XII. CONTRACT AWARD**

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

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

## **XIII. PROTEST PROCEDURES**

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

Protests based upon County Connection staff's recommendation for award of the Contract shall be submitted in writing to Andrew M. Smith within forty-eight (48) hours of receipt of

notice of staff recommendation of award. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

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

#### XIV. OTHER REQUIREMENTS

##### A. Confidentiality

**All responses to this RFP become property of County Connection and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, submittals are subject to public inspection and disclosure under the California Public Records Act (Cal. Govt. Code Sections 7920.000 et seq).** Therefore, unless the information is exempt from disclosure by law, the content of any proposal, request for explanation, exception, or substitution, response to these specifications, protest, or any other written communication between County Connection and any Proposer regarding the procurement, shall be available to the public.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that County Connection withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. By submitting a proposal with portions marked "confidential," a Proposer represents it has determined such portions qualify for exemption from disclosure under the California Public Records Act. **A Proposer may not designate its entire Proposal as confidential nor may a Proposer designate its Cost Proposal or County Connection forms as confidential.** County Connection will not honor such designations and will disclose submittals so designated to the public.

By submitting a proposal the Proposer agrees that, if Proposer requests that County Connection withhold from disclosure information identified as confidential, and County Connection complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless County Connection from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer's information), and pay any and all cost and expenses related to the withholding of Proposer's information. Proposer also agrees that it shall not make a claim, sue, or maintain any legal action against County Connection or its directors, officers, employees, or agents concerning the withholding from disclosure of Proposer's information.

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

##### B. Conflict of Interest

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

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

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

**C. County Connection Rights**

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

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

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

**D. Small Business Enterprise (SBE) and Disadvantaged Business Enterprise (DBE) Program Requirements**

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 RFP. 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 RFP, proposers 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 Consultant to maintain records of all DBE participation in the performance of this contract. In the event that County Connection directs the Consultant 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. Department of Transportation (DOT).

It is County Connection's policy to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which 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 Consultant is required to make the following assurance in its agreement with County Connection and to include this assurance in any agreements it makes with subcontractors in the performance of this contract:

The Consultant (and any subcontractors) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Consultant (and any subcontractors) shall carry out applicable requirements of the 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the Consultant (and any subcontractors) to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as County Connection deems appropriate.

By submitting a proposal, the Consultant 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 DBEs for contracting and subcontracting opportunities available at County Connection. DBEs are often eligible for certification as Small Business Enterprises (SBEs); therefore, County Connection also encourages the participation of certified SBEs, who meet the current SBA business size standard. County Connection will not accept certifications/verifications by agencies that allow companies to self-certify as small businesses. County Connection's DBE Officer is available to assist 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 proposal. This form includes information about the Proposer and all subcontractors/suppliers that provided a bid, quote or proposal.

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

The Consultant 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. Consultant shall retain all records concerning DBE and SBE participation under this contract for not less than three years.

Consultant shall not make substitutions of previously approved 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 Proposer ineligible for award.

Any proposer who would like additional information regarding 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.

**END OF RFP**

## ATTACHMENT A – SCOPE OF SERVICES

### I. GENERAL

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

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

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

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

### II. LIST OF POTENTIAL WORK ORDER TASKS

Possible tasks within the general categories that may be required of the Consultant in executing Work Order assignments include:

- Preparation of Short-Range Transit Plan
- Corridor Realignment & Restructuring
- Innovative Clean Transit (ICT) Service Planning
- Scheduling & Operational Support
- Preparation of Title VI Plan and/or Service and Fare Equity Analyses
- Preparation of specific area transit planning study reports
- Community development plan review support
- Preparation of comprehensive service review
- ADA paratransit system analysis

- Conducting an onboard passenger survey

### III. DETAILED SCOPE OF SERVICES FOR CONSULTANT

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

#### A. Public Transportation Operations and Capital Planning

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

#### B. FTA Compliance Activities

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

#### C. Coordination with Local, State and Federal Agencies

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

#### D. Service Alternative Evaluations

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

#### E. Bus Stop Access Planning

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

#### F. Modeling/Data Analysis & GIS/Web Mapping

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

#### G. Route Scheduling

Currently County Connection uses Trapeze to do route scheduling and the County Connection staff is typically responsible for all tasks related to scheduling. However, should it be necessary due to unanticipated circumstances, the development of route schedules may be required.

#### **H. Public Outreach and Surveys**

Conduct public outreach plan, organize and lead public workshops, meetings and forums. Provide Limited English Proficiency (LEP) services such as providing translated public materials, providing certified bilingual staff at public workshops and forums etc., target audience identification, and contact database development. Prepare and distribute printed material, website materials and social media blasts. Conduct surveys of riders and non-riders to focus service and determine impact and results of service changes.

#### **I. Technology Services**

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

#### **J. Other Related Planning Activities**

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

### **IV. CONTRACT DELIVERABLES**

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

## ATTACHMENT B – SUBMITTAL CHECKLIST

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

- Proposers must submit an electronic copy of their Proposal as a PDF file via e-mail to Andrew M. Smith, Director of Planning and Marketing, at [asmith@cccta.org](mailto:asmith@cccta.org). The e-mail subject line shall include the Proposer's name and RFP number.

Also, include the following:

- Table of Contents
- Cover Letter
- Letter or verification of insurance certificate from Proposer's carrier indicating acceptance of insurance requirements stated in Section 15 of the Sample Agreement (Attachment D)
- Exceptions to Sample Agreement, if any
- Evidence of Financial Stability
- Attachment C – Cost Proposal Form
- Joint Venture agreement (if applicable)
- Conflict of Interest Disclosure (see Section VI.B of the RFP)
- Levine Act Disclosure (see Section IX.11 of the RFP)
- Acknowledgment of Addenda, (if any)
- Attachment E – Form for Designation of Subconsultants/DBE Forms
- Attachment G - Lobbying Certification & Disclosure of Lobbying Activities
- Attachment H - Certification for Federal Tax Liability and Recent Felony Convictions



## ATTACHMENT D – SAMPLE AGREEMENT

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

WHEREAS, County Connection desires to obtain on-call professional planning consulting services as further described in this Agreement and has issued a Request for Proposals dated [Date] a copy of which is attached hereto and incorporated herein by this reference as Exhibit A; and

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### 1. RENDITION OF SERVICES

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

### 2. SCOPE OF SERVICES

#### 2.1. *Scope of Services*

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

#### 2.2. *Work Order Terms*

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

#### 2.3. *Work Orders*

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

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

#### 2.4. *Deliverables*

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

#### 2.5. *Removal of Personnel*

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

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

### 3. AGREEMENT DOCUMENTS

The Agreement consists of the following documents:

- (1) This Agreement;
- (2) Exhibit A, Request for Proposals dated [Date];
- (3) Work Orders;
- (4) Exhibit B, CONSULTANT's Proposal.

In the event of conflict between or among the terms of the Agreement documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

4. SCHEDULE AND TIME OF COMPLETION

The term of this Agreement will be for a base term of three (3) years with two additional one-year option terms, to be exercised in County Connection's sole discretion, commencing upon written Notice to Proceed issued by County Connection. If County Connection determines to exercise the option term(s), County Connection will give the CONSULTANT at least 30 days' written notice of its determination. The Agreement will remain in effect until all services required under all Work Orders are completed or terminated.

It is understood that the term of the Agreement, and any option term are subject to County Connection's right to terminate the Agreement in accordance with Section 24 of this Agreement.

5. COMPENSATION

The CONSULTANT agrees to perform the services to be specified in each Work Order in accordance with the terms and conditions of this Agreement. Compensation for satisfactory performance of services performed under Work Orders shall be as stated in each Work Order and in accordance with the hourly labor rates set forth in Exhibit B. Hourly labor rates set forth in Exhibit B shall remain firm for two years. For the third or subsequent years of the Agreement term, increases in future hourly labor shall be limited to the equivalent of the Consumer Price Index (CPI) for the applicable year based on the percentage change as evidenced by the most recent Consumer Price Index (CPI) for County Connection's geographic area available to County Connection up to a maximum of 3.5 percent escalation, unless otherwise mutually agreed. The effective date of the CPI adjustment, if any, will commence on either (1) the first day of the third and/or subsequent year(s) of the Agreement, or (2) the date of the Consultant's request, whichever event is later. Consultant's failure to request a CPI increase in any calendar year will be deemed a waiver of said increase for that Agreement year.

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

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

Further, it is understood that execution of this Agreement does not guarantee any level of effort and/or dollar expenditure to be provided under the Agreement to CONSULTANT. The maximum compensation that County Connection has authorized to be expended for this Agreement shall not exceed \$1,000,000. County Connection will pay the CONSULTANT in accordance with Section 6.

6. MANNER OF PAYMENT

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

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

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

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

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

#### 7. OWNERSHIP OF WORK

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

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

The CONSULTANT represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate

any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

8. PATENT RIGHTS

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

9. CONFIDENTIALITY

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

CONSULTANT, its employees, subcontractors, subconsultants, and agents shall not release any reports, information or materials prepared in connection with this Agreement, whether deemed confidential or not, without the prior approval of County Connection.

10. USE OF SUBCONSULTANTS

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

11. CHANGES

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

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

## 12. CLAIMS OR DISPUTES

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

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

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

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

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

## 13. CONFLICT OF INTEREST

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

### 13.1. *General*

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

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

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

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

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

### *13.2. Organizational Conflicts of Interest*

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

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

If at any time during the term of this Agreement CONSULTANT becomes aware of an organizational conflict of interest in connection with the work performed hereunder,

CONSULTANT immediately shall provide County Connection with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONSULTANT's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

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

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

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

CONSULTANT shall maintain written policies prohibiting organizational conflicts of interest and shall ensure that its employees are fully familiar with these policies. CONSULTANT shall monitor and enforce these policies and shall require any subconsultants and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

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

#### 14. RESPONSIBILITY; INDEMNIFICATION

To the furthest extent permitted by California law, the CONSULTANT shall indemnify, keep and save harmless County Connection and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:

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

The CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against County Connection or any of the other individuals enumerated

above in any such action, the CONSULTANT shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of the Agreement.

## 15. INSURANCE

The insurance requirements specified in this section shall apply to Contractor and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that Contractor authorizes to work under this Agreement (hereinafter collectively referred to as “Agents”). Contractor is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. Contractor is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks; the limit for the commercial general liability insurance in each subcontract shall not be less than \$1 million. To the extent that any Agent does not procure and maintain such insurance coverage, Contractor shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling Contractor’s indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event Contractor or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the Contractor’s insurance be primary without any right of contribution from County Connection. Prior to beginning work under this contract, Contractor shall provide County Connection with satisfactory evidence of compliance with the insurance requirements of this section.

### 15.1. *Minimum Types and Scope of Insurance*

#### A. Workers Compensation and Employers’ Liability Insurance.

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

#### B. Commercial General Liability Insurance.

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

- 1) This insurance shall include coverage for, but not be limited to:
  - Premises and operations.

- Products and completed operations.
  - Contractual liability.
  - Personal injury.
  - Advertising injury.
  - Explosion, collapse, and underground coverage (xcu).
  - Broad form property damage.
- 2) Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
- Additional Insured.
  - Cross Liability or Severability of Interests Clause.
  - Primary and Non-Contributory wording.
  - Waiver of Subrogation.

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

C. Business Automobile Liability Insurance.

Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least \$1 million per occurrence.

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

D. Professional Liability Insurance.

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

- 1) The policy shall include coverage for:
- All services and work performed under this Agreement.
- 2) Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
- Waiver of Subrogation.

## 15.2. *Endorsements*

### A. Additional Insured.

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

### B. Waiver of Subrogation.

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

### C. Primary Insurance.

The referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by the Central Contra Costa Transit Authority.

### D. Severability of Interests or Cross Liability.

The referenced policies and any Excess or Umbrella policies shall contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the Central Contra Costa Transit Authority as an Additional Insured shall not in any way affect County Connection's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the Contractor. Said policy shall protect Contractor and the Central Contra Costa Transit Authority in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

## 15.3. *Evidence of Insurance*

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

## 15.4. *General Provisions*

A. Notice of Cancellation.

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

B. Acceptable Insurers.

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

C. Self-insurance.

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

D. Failure to Maintain Insurance.

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

E. Claims Made Coverage

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

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

F. Deductibles and Retentions

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

16. COVENANT AGAINST CONTINGENT FEES

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

17. CONSULTANT'S STATUS

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

18. ASSIGNMENT

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

19. WARRANTY OF SERVICES

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

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

20. County Connection REPRESENTATIVE

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

21. CONSULTANT'S KEY PERSONNEL

It is understood and agreed by the parties that at all times during the term of this Agreement that \_\_\_\_\_ shall serve as the primary staff person of CONSULTANT to undertake, render and oversee all of the services under this Agreement. Upon written notice by the CONSULTANT and approval by County Connection, which will not be unreasonably withheld, the CONSULTANT may substitute this person with another person, who will possess similar qualifications and experience for this position.

22. REMEDIES

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

23. TEMPORARY SUSPENSION OF WORK

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

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

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

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

24. TERMINATION

A. Termination for Convenience. County Connection shall have the right to terminate this Agreement for convenience at any time by giving sixty days written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT may not commit itself to any further expenditure

of time or resources, except for costs reasonably necessary to effect the termination. In the event of termination for convenience, the CONSULTANT shall be compensated in accordance with the provisions of the Agreement for the services performed and expenses incurred to the date of such termination, plus any reasonable costs and expenses which are reasonably and necessarily incurred by CONSULTANT to effect such termination. CONSULTANT is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Agreement as of the date of termination are the property of County Connection upon the effective date of the termination for convenience. CONSULTANT and its subcontractors must cooperate in good faith in any transition to other vendors or consultants as County Connection deems necessary. Failure to so cooperate is a breach of the Agreement and grounds for the termination for convenience to be treated as a termination for default.

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

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

25. DISPUTE RESOLUTION

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

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

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

27. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

In connection with the performance of this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, 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 CONSULTANT shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, 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 CONSULTANT 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 CONSULTANT further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The CONSULTANT will, in all solicitations or advancements for employees placed by or on behalf of the CONSULTANT, 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 CONSULTANT 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 CONSULTANT's legal duty to furnish information.

28. COMPLIANCE WITH ALL LAWS

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

29. NOTICES

All communications relating to the day-to-day activities of the project shall be exchanged between County Connection's [Title] and the CONSULTANT's [Title].

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

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

If to the CONSULTANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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

30. ATTORNEYS' FEES

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

31. APPLICABLE LAW; VENUE

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

32. WARRANTIES

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

33. MAINTENANCE, AUDIT, AND INSPECTION OF RECORDS

All CONSULTANT and subcontractor/subconsultant costs incurred in the performance of this Agreement will be subject to audit. The CONSULTANT and its subcontractors/subconsultants will permit County Connection, the State Comptroller, and their authorized representatives, FTA, the U.S. DOT Office of Inspector General, and the Comptroller General of the United States, or any of their authorized representatives to inspect, examine, take excerpts from, transcribe, and copy the CONSULTANT's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONSULTANT pursuant to this Agreement. The CONSULTANT will also provide such assistance as may be required in the course of such audit. The CONSULTANT will retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

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

34. RIGHTS AND REMEDIES OF County Connection

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

35. BINDING ON SUCCESSORS

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

36. WAIVER

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

37. SEVERABILITY

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

38. NO THIRD PARTY BENEFICIARIES

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

39. ENTIRE AGREEMENT; MODIFICATION

This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any prior understanding or agreement, oral or written, with respect to such subject matter. It may not be amended or modified, except by a written amendment executed by authorized representatives by both parties. In no event will the Agreement be amended or modified by oral understandings reached by the parties or by the conduct of the parties.

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

COUNTY CONNECTION:

CONSULTANT:\*

CENTRAL CONTRA COSTA TRANSIT  
AUTHORITY

By: \_\_\_\_\_  
General Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Attorney for County Connection

Date: \_\_\_\_\_

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

**ATTACHMENT E – LIST OF PRIME CONTRACTOR AND SUBCONTRACTORS/SUPPLIERS**

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

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

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

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

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## ATTACHMENT F – FEDERAL REQUIREMENTS

In its performance of the Agreement, Consultant 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.
- CERTIFICATION FOR FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS.
- VETERANS PREFERENCE.
- GOVERNMENT-WIDE DEBARMENT AND SUSPENSION.
- LOBBYING.
- CLEAN WATER AND AIR REQUIREMENTS.
- BUY AMERICA REQUIREMENTS.
- BUILD AMERICA, BUY AMERICA.
- 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.

1. **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.
  
2. **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.
  
3. **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.*
  
4. **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.
  
5. **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.

6. **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.
7. **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 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.
8. **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.
9. **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.

**10. 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.

- 11. 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.
- 12. 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.
- 13. 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).

**14. CERTIFICATION FOR FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS.**

By submitting a bid or proposal, the Contractor certifies that it (1) does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (2) has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months. The Contractor must flow this requirement down to subcontractors and vendors at all lower tiers.

**15. 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.

**16. 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.

**17. 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 Proposer shall complete Standard Form SF-LLL, "Disclosure of Lobbying Activities," which is included with the RFP, including instructions for completion.

18. **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.
19. **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.
20. **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.
21. **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.

- 22. 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.
- 23. 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.
- 24. 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 with 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 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 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.

**25. 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.

26. **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.
  
27. **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.
  
28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

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.

**ATTACHMENT G – LOBBYING CERTIFICATION**

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

The undersigned certifies, to the best of their knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET SF-LLL-A

Reporting Entity: \_\_\_\_\_

Page \_\_\_ of \_\_\_

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

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

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

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

**ATTACHMENT H –  
CERTIFICATION FOR FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

The undersigned certifies that Proposer:

(1) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) Has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

The selected Proposer will flow this requirement down to subcontractors and vendors at all lower tiers.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_