

REQUEST FOR PROPOSALS

The Central Contra Costa Transit Authority

RFP No. 2027-PT-01

ADA PARATRANSIT OPERATIONS & MAINTENANCE & RELATED SERVICES

Release Date: Friday, September 4, 2026

New Contract Effective Date: July 1, 2027

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PART 1 — PROCUREMENT PROCESS

1. INTRODUCTION AND BACKGROUND

The Central Contra Costa Transit Authority (County Connection) was formed in 1980 under the provisions of the California Joint Exercise of Powers Act, Government Code Sections 6500, et seq. 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 Moraga and Danville, and unincorporated areas of central Contra Costa County. County Connection operates Americans with Disabilities Act (ADA) paratransit service and related programs under the brand name County Connection LINK.

The Livermore Amador Valley Transit Authority (LAVTA) was formed in May of 1985 under the provisions of the California Joint Exercise of Powers Act, Government Code Sections 6500, et seq., and represents the Cities of Dublin, Livermore, Pleasanton, as well as unincorporated portions of the eastern Alameda County. LAVTA operates ADA paratransit service under the brand name Wheels Dial A Ride.

County Connection has provided the Wheels Dial A Ride service on behalf of LAVTA since 2019 under a memorandum of understanding (MOU) between County Connection and LAVTA. The current combined County Connection LINK/Wheels Dial A Ride contract expires June 30, 2027.

1.1 Purpose of this RFP

County Connection and LAVTA (AUTHORITIES) are seeking proposals from well-qualified firms that will provide safe, efficient, effective, and innovative paratransit operations, including thoughtful analyses and use of data and operating functionalities. We expect the successful Proposer to regularly make recommendations on how to improve the provision of services, both overall and in discrete increments, as well as explore potential opportunities to integrate with the larger array of services provided by County Connection and LAVTA.

It is our intent with this procurement to meet or accomplish the following objectives to improve the current service:

- Develop affordable and user-friendly technologies
- Increase shared ride efficiencies
- Expand availability of paratransit to more residents in the combined service area
- Offer flexible cancellations and rebooking opportunities
- Offer self-booking and trip management applications
- Improve/eliminate regional transfer trip wait times

- Reduce deadhead and other unproductive time and mileage
- Develop partnerships with other transportation modes and sponsors

County Connection and LAVTA seek proposals that demonstrate a thorough understanding of cost analysis regarding paratransit efficiency and effectiveness. We are also looking for Proposers that can both recommend and demonstrate the capability to successfully design and implement innovative approaches to, and techniques for providing, paratransit and accessible transit services.

At the conclusion of this procurement process, County Connection intends to contract with a single firm that will be responsible for providing all services described in Part 2 – Scope of Services. Any services to be provided by subcontractor must be approved by County Connection and LAVTA.

2. PROCUREMENT TIMELINE AND PROCESS

The schedule of key dates for this procurement will be as follows:

Procurement Phase	Date
Release of RFP	Friday, September 4, 2026
Vendor Registration Deadline	Monday, September 21, 2026
Pre-Proposal Conference (Virtual)	Thursday, September 24, 2026
Round 1 Questions & Clarification Requests Due	Friday, October 2, 2026
Responses to Round 1 Questions Posted	Friday, October 9, 2026
Round 2 Questions & Clarification Requests Due	Friday, October 16, 2026
Responses to Round 2 Questions Posted	Friday, October 23, 2026
Proposals Due	Friday, October 30, 2026
Proposal Evaluation Conferences	Week of November 16, 2026
BAFOs Due (If Needed)	Wednesday, January 13, 2027
Notice of Intent to Award	Wednesday, January 20, 2027
Award of Contract	February 22, 2027
Start of Services	July 1, 2027

2.1 Vendor Registration

Interested parties must register as a prospective vendor by completing the vendor registration process at <https://tinyurl.com/CCCTA-LAVTA-RFP-FY27> no later than 5:00 PM, Monday, September 21, 2026. Prospective vendors may contact LAVTA's Manager of Administrative Services, Salomon Abdel-Aziz at procurements@lavta.org for assistance with registration.

2.2 Pre-Proposal Conference

A Pre-Proposal Conference will be held at **9:00 AM on Thursday, September 24, 2026**, by videoconference, for the purpose of receiving questions and comments pertaining to this RFP. The Pre-Proposal Conference can be accessed at <https://tinyurl.com/RFP-2027-PT-01-Pre-Proposal>.

Tours of the County Connection and LAVTA-provided paratransit facilities may be requested on an appointment basis. The tours will not be a venue for discussing any other aspects of this RFP.

2.3 Questions, Requests for Clarification & RFP Changes

Should a Proposer desire clarifications regarding this RFP, the Proposer shall submit questions via the Bonfire portal at <https://tinyurl.com/CCCTA-LAVTA-RFP-FY27>.

The procurement process will include two rounds of written questions and responses:

Round 1: Initial questions and requests for clarification, including questions that could not be answered at the pre-proposal conference, must be submitted through Bonfire no later than 4:00 p.m. on Friday, October 2, 2026. Responses to Round 1 questions will be posted on Bonfire by Friday, October 9, 2026.

Round 2: Follow-up questions related to the RFP or the responses provided in Round 1 must be submitted through Bonfire no later than 4:00 p.m. on Friday, October 16, 2026. Responses to Round 2 questions will be posted on Bonfire by Friday, October 23, 2026.

All questions and requests for clarification must be submitted through the Bonfire portal. Responses will be posted on Bonfire and may be incorporated into the solicitation through an addendum, as appropriate.

Should it be found that issues in any questions are not clearly and fully set forth in the RFP; The Authorities will issue a written addendum clarifying the matter, which will be posted on Bonfire.

Any clarification and/or modification of these specifications or RFP requirements must be made in writing by addendum. Any oral interpretations or clarifications offered by County Connection or LAVTA staff will not be binding on County Connection or LAVTA.

Upon issuance, addenda shall be incorporated into the RFP and agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation. All addenda must be acknowledged on the Form of Proposal, Exhibit A, as submitted by each Proposer.

Failure to acknowledge any addenda may cause the proposal to be considered non-responsive and rejected.

2.4 Proposer's Examination of Project Objectives & Requirements

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

2.5 Communication & Contact During Procurement Process

Once this RFP is issued, ANY AND ALL communication between all prospective Proposers and County Connection must take place between a Proposer and County Connection as indicated within this RFP.

Under no circumstances is it allowable for a prospective Proposer or their representative to contact a member of the County Connection or LAVTA Board of Directors or anyone else representing County Connection or LAVTA other than the County Connection staff indicated in the RFP to discuss this RFP, or anything related to it. This shall be in effect until the successful Proposer and County Connection execute a contract. Nothing herein prevents a Proposer from speaking at a public Board meeting during the time reserved for public comment. Any violation of this requirement could be the basis for disqualification of a Proposer.

2.6 Withdrawal of Proposal

Submission of a proposal shall constitute a firm offer to County Connection, which shall be valid for one hundred twenty (120) days from the deadline for receipt of proposals. A Proposer may withdraw its proposal any time before the date and time when proposals are due, without prejudice, by submitting a written request for its withdrawal via the Bonfire portal at <https://tinyurl.com/CCCTA-LAVTA-RFP-FY27>.

2.7 Protest Procedures

County Connection maintains written procedures that must be followed for all protests. Protests regarding this RFP based upon overly restrictive specifications or alleged improprieties in the RFP procedures shall be submitted in writing to Mr. William Churchill, General Manager of County Connection, at least five (5) calendar days prior to the deadline for submission of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon the recommendation for award of contract shall be submitted in writing to the General Manager at least forty-eight (48) hours from receipt of the notice from County Connection advising of the staff's recommendation for award of contract.

Any protest must clearly specify in writing the grounds and evidence on which the protest is based.

Failure to comply with the rules set forth herein may result in rejection of the protest.

3. REQUIRED PROPOSAL ELEMENTS

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

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

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

- (1) A transmittal letter signed by an authorized representative.
- (2) A technical proposal fully responsive to Section 3.1 below and Part 2, Scope of Services.
- (3) A cost proposal (Exhibit B).
- (4) Exhibits A-G included in Part 3.

3.1 Technical Proposals

Technical Proposals shall not exceed 50 pages in length, or 150 pages including attachments. Technical proposals should include or address the following:

3.1.1 Qualifications, Experience & Capacity of Firm and Key Personnel to Deliver Services

A summary statement outlining the organization's history and experience in providing ADA paratransit and related accessible services on an advance-reservation system.

Each Proposer must list all paratransit facilities it currently operates and provide a brief description of services performed. County Connection may make pre-selection inspections of said facilities as prearranged with the Proposer.

Each Proposer shall provide information sufficient for County Connection to determine the Proposer's financial stability and responsibility. Proposers must submit their most recent audited financial statements and balance sheets for the past two years, as well as disclose any information regarding pending financial issues, including any pending litigation against the organization that may impact its financial capacity.

Each Proposer must include a list of no more than five (5) references from organizations currently receiving similar services from the Proposer or that have received services in the past three (3) years.

Provide a summary of transportation experience that describes the Proposer's ability to perform all work described in Part 2.

3.1.1.1 Joint Offers

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime contractor-subcontractor basis rather than as a joint venture. County Connection intends to contract with a single firm and not with multiple firms doing business as a joint venture.

3.1.2 The Proposing Firm's Understanding & Approach to Providing all Service Included in the Scope of Services

The Proposer should describe their plan to provide the services described in Part 2, Scope of Services, and particularly include:

- Overall approach to scope of work.
- Operations and maintenance training and safety/risk management programs (fully documented).
- Organizations operating in California must submit the latest copy of California Highway Patrol Safety Compliance Report (CHP343) for each facility currently operated in California. This report must indicate a satisfactory rating for each facility.
- Maintenance programs (including Preventive Maintenance Inspection (PMI), Daily Vehicle Inspection (DVI) reports and policies (fully documented)).
- Proven capability and proficiency (fully documented) with Trapeze® PASS Version 21 scheduling system, or equivalent.
- Sample copies, both blank and filled out samples, of driver's trip sheets and logs for a one-week period.
- Fare revenue/collection control and security procedures.
- Implementation Plan. A detailed plan showing how all start-up tasks (e.g., personnel recruitment/hiring, initial training, facility preparation) will be completed prior to system start-up. Significant milestones and target dates should be identified.

- Confirmation of compliance with drug and alcohol testing requirements.
- A proposed organizational chart for the project showing staffing levels by function for all services to be provided under the CONTRACT, identifying which positions are dedicated to this CONTRACT and which are shared with or supported by the Proposer's corporate or regional staff.
- Identification of, and résumés for, each of the Key Management Positions described in Part 2, including the proposed Project Manager. Proposers shall confirm that each named individual is committed to this project, and no Key Management Position shall be substituted after award without the prior written approval of County Connection.
- Start-up and hand-off transition plans

3.1.2.1 Supplemental Services & Technology Enhancements

Each Proposer shall provide a description of what, if any, supplemental services or technological resources and support can be provided by the Proposer to improve and enhance service coverage, efficiency, or effectiveness, included within the Proposer's proposed price, at no additional cost to County Connection or LAVTA. This includes any innovative technology solutions offered to supplement County Connection and LAVTA-provided technologies. The description shall include how service coverage, efficiency, and/or effectiveness will be improved by the utilization of the supplemental service and/or technological support. See also PART 2 — 5.3.1 Proposals for Supplemental Technologies.

3.1.2.2 Timing of New Technologies & Processes

Proposers may offer to employ new technologies, methods, or processes to improve and enhance the existing service model. If any such changes require development, testing, or substantive review and approval prior to implementing (i.e., they will not be feasible during the CONTRACTOR start-up/transition period), County Connection expects that the two parties will work collaboratively to schedule, review, approve, and implement the changes in an expeditious, yet measured manner.

3.2 Cost Proposals

For the purposes of cost proposal development, Proposers should review carefully the detailed requirements described in Part 2, Scope of Services.

Pricing shall be provided in three components for each year of the base contract period. (Please refer to the pricing sheets found in Part 3, Attachment and Exhibits). The three components, covering all services to be provided as defined in this RFP, are:

- Monthly fee for fixed costs

- Hourly rate for variable costs for each of the programs included in the CONTRACT
- Direct reimbursement for passthrough costs

For any option terms exercised by County Connection, County Connection will provide written notice to the CONTRACTOR 90 days prior to the expiration of the then-current base term. The CONTRACTOR may request (with satisfactory documentation), and County Connection may approve, adjustments to contract rates for any years beyond the base period. Such requests must be made at least 90 days prior to the commencement of any option year and must be supported with evidence of increased CONTRACTOR costs that, in County Connection's discretion, justifies CONTRACTOR'S requested increase. Adjustments in contract rates shall be mutually agreed upon.

Fuel expenses for County Connection and LAVTA provided vehicles should be submitted as a pass-through cost. CONTRACTOR shall submit all original fuel invoices. More detail on potential alternatives to this arrangement in future periods of the contract is included in the Scope of Work, under Contractor Responsibilities, Maintenance.

3.3 Required Forms & Disclosures

See Part 3, Exhibits A-G

4. EVALUATION AND AWARD

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

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

4.1 Evaluation Criteria

In determining the number of points a proposal will receive in each category, County Connection will consider the proposal material submitted, references, oral interviews (if applicable), and any other relevant information about a given Proposer. The following criteria will be used in the evaluation of the proposals:

Evaluation Criteria	Points
Understanding & approach to scope of services	30
Qualifications, experience & capacity of firm and key personnel to deliver services	30
Reasonableness of cost	30
Retention of current employees for at least 90 days (10% preference under lab. Code, § 1072)	10
Total Possible	100

4.2 Evaluation Panel & Interviews

County Connection will screen proposals to ensure proposer(s)' responsibility and responsiveness to the RFP requirements. A proposal will be considered responsive only if it complies in all material respects to the RFP's requirements. County Connection may reject as non-responsive any proposal that does not include the required documents referenced herein. However, County Connection reserves the right to request additional information and clarifications during the evaluation and selection process from any or all proposers regarding their proposals.

A review panel will screen, evaluate, and rank proposals in accordance with the evaluation criteria set forth above. Following the initial screening and review of written proposals, one or more firms may be invited to participate in a final selection process, which may include participation in an oral interview and/or the submission of additional information. Not all proposers will be guaranteed an interview and County Connection reserves the right to award the contract without conducting interviews.

The Evaluation Panel's composite scores for all steps of the evaluation process will comprise the official record for the proposal evaluation process; individual evaluation records may not be retained and will not be available for public inspection at any point during or after the evaluation process. By submitting a proposal, proposers agree to be bound by these terms and will not later challenge said terms.

4.3 Negotiation, BAFO Process & Award of Contract

Upon recommendation by the Evaluation Panel, County Connection and LAVTA may accept the highest-ranked proposal without negotiations or negotiate the terms and conditions of the Contract and/or cost proposal with the highest-ranked firm.

County Connection reserves the right to negotiate with any individual(s) or qualified firm(s), to request revised proposals, to visit the proposer(s)' site(s), to interview or not, or to request BAFOs if it is in the best interest of County Connection to do so. Upon completion of this step in the selection process, the Evaluation Panel will re-rank the firms remaining in the competitive range, in accordance with the evaluation criteria set forth above.

County Connection also 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, and will therefore not continue to the final step of the selection and evaluation process, will be notified as soon as it is practicable.

This RFP does not commit County Connection to award a contract. County Connection reserves the right, in its sole discretion, to: (1) reject any proposal; (2) accept the proposal it considers most favorable to County Connection's interest; (3) waive minor irregularities; (4) reject all proposals and seek new proposals when such procedure is reasonable and in the best interest of County Connection; (5) make multiple or subsequent awards prior to or during the performance period as circumstances may dictate to meet service requirements; and (6) shift trip volume and other scope of work tasks between providers in the event that the selected Contractor is unable to meet service requirements.

4.4 Other Requirements

4.4.1 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 or LAVTA 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 twelve (12) months of the proceeding. The Levine Act also requires a member of the Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, Board Members are prohibited from 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 more than \$500 that they have made to a County Connection or LAVTA Board Member within the twelve-month (12) period preceding submission of their proposals. This duty applies to the proposer's company, any member of their team, any agents of the proposer or other team members and to the major shareholders of any closed corporation that is part of their team.

4.4.2 Conflict of Interest

By submitting a proposal, the Proposer represents and warrants that no director, officer, or employee of County Connection or LAVTA 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 therefrom, 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 the Contract. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of the Contract. Violation of this provision may result in the Contract being deemed void and unenforceable.

4.4.3 Confidentiality of Proposals

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 (PRA).

The PRA (California Government Code Sections 7920.000 et seq.) mandates public access to government records. 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 the Proposer shall be available to the public.

If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that County Connection withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. By submitting a proposal with portions marked "confidential," a Proposer represents it has determined such portions qualify for exemption from disclosure under the PRA. The Proposer may not designate its entire proposal as confidential. Additionally, the Proposer may not designate its cost proposal or any required proposal forms or certifications as confidential.

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, the Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless County Connection from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding Proposer information.

The Proposer 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 in connection with the withholding from disclosure of Proposer information.

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

5. Small Business Enterprise (SBE) & Disadvantaged Business Enterprises (DBE) Program Requirements

County Connection, 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).

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 selected Contractor to maintain records of all DBE participation in the performance of the Contract. In the event that County Connection directs the selected Contractor to maintain records of DBE participation in the performance of the 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.

It is County Connection's policy to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBE's) can compete fairly for contracts and subcontracts relating to County Connection's construction, procurement, and professional services activities. To this end, the County Connection has developed procedures to remove barriers to DBE participation in the proposal and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. County Connection has committed to a three-year overall goal of 3.5% SBE/DBE participation. In connection with the performance of this contract, the selected Contractor will cooperate with County Connection in meeting these commitments and objectives. Pursuant to U.S. DOT Regulations 49 CFR Part 26, the selected Contractor is required to make the following assurance in its agreement with County Connection and to include this assurance in any agreements it makes with subcontractors in the performance of the contract:

"The CONTRACTOR (and any subcontractors) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The CONTRACTOR (and any subcontractors) shall carry out applicable requirements of the 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the CONTRACTOR (and any subcontractors) to carry out these

requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as County Connection deems appropriate."

By submitting a proposal, the Proposer 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 proposers with identifying subcontracting opportunities, and DBE and SBE resources.

A completed and signed List of Prime Contractor and Subcontractors/Suppliers form (see Exhibit C) 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 selected Contractor has indicated SBE firms will be utilized under the contract, the selected Contractor 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 selected Contractor 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 selected Contractor shall maintain records to verify applicable SBE participation. Such records shall show the name and business address of each SBE participating in the Contract, the total dollar amount actually paid each SBE, and the date of payment.

The selected Contractor shall retain all records concerning DBE/SBE participation under this contract for not less than three (3) years. The selected Contractor shall not make substitutions of previously approved DBE/SBE subcontractors or suppliers without prior written approval from County Connection.

County Connection reserves the right to request additional information regarding DBE/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 SBE/DBE participation on this contract or County Connection's DBE Program may contact Kristina Martinez, Director of Human Resources, at 2477 Arnold Industrial Way, Concord, California 94520, (925) 680-2031.

6. LABOR PROTECTIONS

Operators and call center staff working for the existing contractor belong to the Amalgamated Transit Union, Local 1605. In order to maintain continuity of service and maximize customer service, County Connection desires the winning Proposer to maintain good labor relations. A copy of the collective bargaining agreement between the ATU and the current Contractor, Transdev, is included in Part 3.

6.1 California Labor Code 1070 et seq.

The selected Contractor and any subcontractors will be responsible for full compliance with California Labor Code Section 1070, et seq.

Ten Percent Preference for Retaining Current Employees

The law establishes incentives to proposers for public transit service contracts who will retain qualified employees of the prior contractor or its subcontractor to perform the same or similar work for a period of at least 90 days. These incentives protect against the significant economic dislocation of qualified public transit employees. Pursuant to the law, the Proposer must declare in its proposal whether or not it and its subcontractor(s) will retain the employees (as defined by California Labor Code Section 1071(d)) of the prior contractor or subcontractor(s), except for reasonable and substantiated cause, for a period of at least 90 days (See Workforce Retention Declaration Form). County Connection will give a 10% preference to any Proposer that declares it will retain such employees.

Employee Lists from Existing Contractor

County Connection will arrange to make available to prospective Proposers information regarding the number of Transdev employees who are performing services under the current services contract with County Connection and the wage rates, benefits, and job classifications of those employees. If the successor services contract is awarded to a new contractor, the existing contractor will promptly (no later than fifteen (15) business days after County Connection's request) provide the names, addresses, dates of hire, wages, benefit levels and job classifications of employees to County Connection and the successor contractor.

Employee Lists from Contractor — During Contract Term

In order to facilitate the provisions of the law, County Connection requires that upon the commencement of the Contract and throughout the full term of the Contract, that the successor contractor (Contractor) and its subcontractor(s) maintain a list of all employees providing the services required under the Contract, which includes the information above and must indicate which employees were employed by the prior contractor and its subcontractor(s), if any. The Contractor and its subcontractor(s) must also maintain a list of all employees of the prior contractor and its subcontractor(s), that were not retained

by the Contractor or its subcontractor(s), and such list must indicate the reasons why such employees were not retained.

Upon request from County Connection, the Contractor and its subcontractor(s) must provide such lists to County Connection within 10 days of such request. County Connection may request such lists throughout the term of the Contract.

Employee Lists from Contractor— Before Expiration or Termination of Contract

At least six months before the end of the Contract, Contractor and its subcontractor(s) will be required to provide County Connection a list of employees working at County Connection and LAVTA locations(s). This list of employees must indicate the length of service of each employee, their job title and description, and their current salary. This information may be distributed by County Connection to future proposers for a new contract that will commence whenever the current contract term ends. Contractor and its subcontractor(s) must provide updates on a monthly basis of the employee lists after the original employee list has been submitted.

Contractor and its subcontractors' obligation to provide monthly updates of the employee lists will last until the end of the Contract term. If a new contract is awarded to a different contractor at the end of Contractor's Contract, Contractor must provide to the new contractor the name, address, date of hire, wages, benefit level, and job classification of each employee employed at Contractor's locations covered by Contractor's Contract within fifteen (15) business days after Contractor has been notified by County Connection of the identity of the new contractor. Any outstanding payments due to Contractor, including but not limited to, the final payment will not be processed until Contractor and its subcontractor(s) comply with all requirements described in this Section.

Successor Contractor Responsibilities under Labor Code 1070, et seq.; Indemnification

The Contractor and its subcontractor(s) that declares it will retain such employees will be responsible for the duties and obligations provided in California Labor Code Section 1072, including making a written offer of employment to each employee to be retained and in the event fewer employees are necessary under the new Contract, retaining qualified employees by seniority within the job classification. Nothing in the California Labor Code Section 1070, et seq. requires the Contractor or subcontractor(s) to pay the same wages or offer the same level of benefits provided by the prior contractor or subcontractor(s). The Contractor will also be subject to the enforcement provisions of California Labor Code Section 1073 for any violations of this law.

Contractor is responsible for defending, and will hold County Connection and LAVTA harmless from, any claims or controversies alleging any violation or breach of Labor Code Section 1070, et seq., whether made by Contractor's own employees, the employees of its subcontractor(s), or employees of the prior contractor or its subcontractor(s), arising from or related to the terms and conditions of employment of

employees hired to work for Contractor as of the effective date of the Contract. This indemnification obligation will survive the termination or expiration of the Contract.

Notwithstanding any other provision of this Contract, no cost of liability for which Contractor is responsible under this paragraph will be deemed an allowable cost payable to Contractor or claim or liability for which Contractor is entitled to indemnification or reimbursement from County Connection or LAVTA. Contractor shall be exclusively responsible for satisfaction of all obligations that may be owed to its employees of the prior contractor, pursuant to Labor Code Section 1070, et seq., both during and subsequent to the terms of the Contract.

6.2 13(c) of the Federal Transit Act

Proposers are hereby notified that County Connection receives federal mass transit funds, and that, under Section 13(c) of the Federal Transit Act (49 U.S.C. Section 5333(b)), it must protect covered mass transit employees affected by any "project" that County Connection initiates that uses the federal mass transit money. For covered employees, this includes: (a) continuing their collective bargaining rights; (b) protecting them against a worsening of their employment conditions (including reductions in wages and benefits); (c) providing priority of reemployment if the employee is laid off or their job is eliminated; and (d) providing paid training.

The selected Contractor agrees that no provision of the Contract will require it to dismiss or displace any employee or to rearrange the workforce covered by any Section 13(c) agreements as a result of any "Project" as defined by the Section 13(c) agreements to which the selected Contractor has agreed to be bound in accordance with 49 U.S.C. §5333(b). **The selected Contractor shall therefore be responsible for defending, and shall hold County Connection and LAVTA harmless from, any claims or controversies alleging any violation or breach of the Section 13(c) agreements to which Contractor has agreed to be bound, whether made by Contractor's own employees, the employees of its subcontractors, or employees of any former contractor of County Connection or LAVTA, or any other employees that allege to have been affected by the project, arising from or related to any organization or reorganization of workforce or any modification of the terms and conditions of employment of employees hired to work for the selected Contractor on the effective date of the Contract or as a result of any increases or reductions in the level of those services thereafter, unless those later actions have been explicitly directed and required in writing by County Connection in exercising its rights under this Agreement. This indemnification obligation will survive the termination or expiration of the Contract.** Notwithstanding any other provision of the Contract, no cost or liability for which the selected Contractor is responsible under this paragraph shall be deemed an allowable cost payable to the selected Contractor or a claim or liability for which the selected Contractor is entitled to indemnification by County Connection.

Please also see Public Transportation Employee Protective Arrangements Requirements in the Federal Requirements of the Sample Agreement.

7. AGREEMENTS FOR PROVISION OF SERVICES, VEHICLE LEASE, & FACILITIES USE

The firm selected by County Connection to provide the services outlined in Part 2 will be required to execute an Agreement for Professional Services, a Vehicle Lease Agreement, and a Facilities Use Agreement (collectively “Agreements”) with County Connection. Samples of these Agreements are included in Part 3. If a Proposer desires any additions, deletions, or modifications to the form of Agreements, they must be submitted with the proposal. With the exception of any such additions, deletions, and modifications, the Proposer will, by making a proposal, be deemed to have accepted the form of Agreements. In particular, Proposers are directed to review the insurance and indemnification requirements set forth in the Sample Agreement for Professional Services.

PART 2 — SCOPE OF SERVICES

1. GLOSSARY OF TERMS & ACRONYMS

- ACD – Automatic Call Distribution system
- ADA – the Americans with Disabilities Act of 1990, as amended
- ADA Paratransit – adaptive public transit service for individuals with disabilities or disabling health conditions that prevent them from using fixed route transit independently some or all of the time
- Adversarial Refusal – where a customer is offered at least two compliant solutions for a requested pickup but refuses all offered pickup times.
- Billable Hours – Revenue service and deadhead hours for which the CONTRACTOR is entitled to compensation under the CONTRACT.
- Billable Miles – See Fuel Miles, below
- CAD/AVL – Computer Aided Dispatch/Automatic Vehicle Location
- Caltrans – the California Department of Transportation
- Cancellation at the Door – where the vehicle arrives at the correct pickup location within the on-time pickup window, the rider is present, and the rider declines to take the trip
- CCCTA – the Central Contra Costa Transit Authority, AKA County Connection
- CCHP – the Contra Costa Health Plan
- CHP – the California Highway Patrol
- CONTRACT – this Contract
- CONTRACTOR – the firm awarded and performing this Contract
- CRM – Customer Relations Management software
- Denial – See Trip Denial, below
- Deadhead Hours/Miles – include all miles and hours a vehicle travels while performing work under this CONTRACT, but not in revenue service, as defined below. In addition to revenue service, deadhead excludes driver meal breaks, vehicle fueling, and miles attributable to maintenance testing. Deadhead does include the time and mileage traveling from the garage to the first pickup and from the last drop-off back to the garage. Deadhead criteria for this CONTRACT are as described in the most recent NTD reporting manual.
- DHCS – the California Department of Health Care Services
- ECCTA – the Eastern Contra Costa Transit Authority, AKA Tri Delta Transit

- FTA – the Federal Transit Administration
- Fuel Miles – Revenue service and deadhead miles for which the CONTRACTOR is entitled to reimbursement of fuel costs.
- LAVTA – the Livermore Amador Valley Transit Authority
- Late Cancellation – cancellation of a scheduled trip made less than two (2) hours before the start of the rider’s on-time pickup window
- Live Hours/Miles – include all hours and miles, while a vehicle is in service and customers are aboard the vehicle.
- Mechanical System Failure (“Major” or “Other”) – As specified in the current NTD reporting manual for Form R-20.
- Missed Trip – See §3.4.1.1 County Connection LINK, Wheels Dial-A-Ride, and One-Seat Ride Operating Standards
- NEMT – Non-Emergency Medical Transportation, defined by DHCS
- No-Show – where the vehicle arrives at the correct pickup location within the on-time pickup window and the rider is not present to board
- NTD – National Transit Database
- Productivity– as used in NTD reporting, Passengers per Hour or PPH. For the Productivity standard applicable under this CONTRACT, see §3.4.1.3 Productivity
- Revenue Hours/Miles – Collectively referred to as revenue service. Revenue hours include all travel time when performing service under the contract, from the point of the first passenger pick-up to the last passenger drop-off, excluding lunch breaks, vehicle fueling and servicing, and slack periods exceeding one hour, as long as the vehicle does not return to the garage or dispatching point. Revenue miles include all miles driven during revenue hours. Revenue service criteria for this CONTRACT are as described in the most recent NTD reporting manual.
- Roadcall – a colloquial term referring to both in-service mechanical system failures (see above) and non-mechanical requests for maintenance support in the field such as driving an out of service bus back to the garage for cleaning. See also §6.2.5
- SOW or Scope – this Scope of Work
- Standing Order – also “subscription trip”; a recurring trip booked once for the same origin, destination, and time on a regular schedule, and repeated until changed or cancelled
- SUBCONTRACTOR – any entity engaged by the CONTRACTOR to perform a portion of the work under this Contract
- Trip Denial – See §3.4.1.1 County Connection LINK, Wheels Dial-A-Ride, and One-Seat Ride Operating Standards

- WCCTA – the Western Contra Costa Transit Authority, AKA WestCat
- VRH/VRM – Vehicle Revenue Hours and Vehicle Revenue Miles; See Revenue Hours/Miles, above
- VTT – Verification of Transit Training certificate, issued by CHP

2. INCLUDED PROGRAMS & SERVICES

The CONTRACTOR will be responsible for providing the following programs and services. County Connection and LAVTA reserve the right to add new programs, modify or discontinue existing programs, or contract separately for programs with 60 days written notice to CONTRACTOR, subject to reasonable price adjustment.

2.1 Services to be Provided

The CONTRACTOR will provide County Connection LINK and Wheels Dial-A-Ride service, (described below in 1.1.1 and 1.1.2, respectively) as a single coherent program, serving customers across both service areas with consistent standards of quality and performance. All other included programs shall be operated according to this scope of work.

2.1.1 County Connection LINK

County Connection LINK is an ADA paratransit service that operates complementary to County Connection's fixed routes and provides ADA mandated paratransit service on behalf of BART within Central Contra Costa County. Under the CONTRACT a "BART ADA" trip is defined as a trip that begins within $\frac{3}{4}$ mile of one BART station and ends within $\frac{3}{4}$ mile of a different BART station, within the County Connection service area. BART ADA service is provided during all days and hours of BART operations, including days and hours when County Connection fixed route service does not operate. Including BART ADA service, LINK operated approximately 71,000 hours and provided around 95,000 trips in Fiscal Year 2026.

County Connection LINK operates from 4:30am to 10:30pm, Monday through Friday, and from 6:30am to 9:30pm on weekends. County Connection LINK also provides BART ADA service during BART's service hours, from 5:00am to 1:30am on weekdays, 6:00am to 1:30am on Saturday, and 8:00am to 1:30am on Sunday. County Connection LINK does not operate regular service, but does provide BART ADA service on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day (Sunday hours). BART ADA service is limited to BART's Saturday service hours on Martin Luther King, Jr. Day, Presidents Day, but County Connection LINK operates during normal hours on these days.

NOTE: Observance of New Year's Day, Independence Day, and Christmas Day may change from year to year, depending on which day of the week the holiday falls in any given year.

County Connection LINK policies are subject to change at the discretion of the Board of Directors.

County Connection LINK's Board-adopted service area policy is included as Attachment A

SUBCONTRACTORS are permitted to provide a portion of the County Connection LINK service in accordance with §3.3 Use of Subcontractors. County Connection reserves the right to determine which and how many LINK trips may be subcontracted and anticipates approving no more than 25-30% of LINK service for provision by SUBCONTRACTOR, subject to the terms of the CONTRACT.

2.1.2 Wheels Dial-A-Ride

Wheels Dial-A-Ride is an Americans with Disabilities Act (ADA) paratransit service. It provides accessible door-to-door transportation to eligible people with disabilities in the Tri-Valley. This shared-ride service is available whenever LAVTA's fixed-route bus service is operating. Wheels Dial A Ride operated roughly 18,000 hours and provided about 28,000 trips in Fiscal Year 2026.

Wheels Dial-A-Ride operates from 4:30am to midnight on weekdays, and from 5:00am to 11:30pm on weekends. LAVTA observes the following holidays, during which service is provided according to the published weekend schedules: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day (Sunday hours), Martin Luther King, Jr. Day, Presidents Day, Friday after Thanksgiving, Christmas Eve, and New Year's Eve (Saturday hours).

Wheels Dial A Ride policies are subject to change, at the discretion of the LAVTA Board of Directors. A copy of LAVTA's Board-adopted policy is included as Attachment B. Proposers are encouraged to review these policies and confirm that they will operate in accordance with these policies.

SUBCONTRACTORS are permitted to provide a portion of Wheels Dial-A-Ride service in accordance with §3.3 Use of Subcontractors. LAVTA and County Connection expect the SUBCONTRACTOR-provided share of Wheels Dial-A-Ride service to be roughly proportional to the SUBCONTRACTOR-provided share of LINK service.

2.1.3 One-Seat Ride

One-Seat Ride is a regional paratransit program, governed under a multi-agency MOU that provides service to customers traveling between partner-operator jurisdictions, without the need to transfer between vehicles, or pay a second fare. By avoiding transfers, One-Seat Ride makes inter-jurisdictional trips significantly more comfortable and convenient for riders, as well as more cost efficient for operators.

At the time of release, One-Seat Ride service is available to ADA paratransit eligible customers traveling within the combined service areas of County Connection, LAVTA, Tri-Delta Transit (Pittsburg, Antioch, Oakley, Brentwood), and WestCat (Pinole, Hercules, Rodeo, Crockett). However, OSR partner agencies may be added or leave the program during the term of the Contract.

All One-Seat Ride trips are booked through the County Connection LINK call center and provided under County Connection's paratransit operations and maintenance service contract. In Fiscal Year 2026, the One-Seat Ride program operated about 23,500 hours and provided around 24,000 trips.

The service hours and days for One-Seat Ride service are the same as for its member jurisdictions, and the fare for a One-Seat trip is the same as the local paratransit fare in the jurisdiction where the trip originates.

Historically, One-Seat Ride service has been primarily provided by SUBCONTRACTOR, with the CONTRACTOR providing administrative support as well as "reverse rescue" service in instances where the SUBCONTRACTOR is unable to provide a particular trip within program rules.

SUBCONTRACTOR participation in the One-Seat Ride program is subject to the provisions of §3.3 Use of Subcontractors. County Connection reserves the right to require more or less One-Seat Ride service to be SUBCONTRACTED, as the needs of the program may dictate.

2.1.4 Non-Emergency Medical Transportation

In 2025 County Connection received California Department of Healthcare Services (DHCS) certification as a NEMT provider and is currently implementing a NEMT program for qualified customers in central Contra Costa County. The CONTRACTOR shall provide all County Connection NEMT trips consistent with program rules promulgated by County Connection, and in accordance with DHCS requirements. As currently envisioned, County Connection staff will be responsible for verifying customer eligibility and obtaining pre-authorization for NEMT trips, and the CONTRACTOR will be responsible for scheduling and performing the on-road service. Exact procedures are under development and subject to change. A portion of the County Connection-provided fleet has been outfitted in accordance with DHCS requirements for NEMT vehicles. See also §5.1 Provided Vehicles

At the time of release, SUBCONTRACTORS are not permitted to provide NEMT service, however SUBCONTRACTOR participation may be allowed in the future at County Connection's discretion, as the program develops, and program needs change.

NEMT customer data is protected by the Health Insurance Portability and Accountability Act (HPAA). See also §3.10 Data Privacy & Security.

2.1.5 Alamo Creek Shuttle

The Alamo Creek Shuttle provides same day and advance reservation trips and is tailored to meet the needs of the Alamo Creek, Monterosso, and Ponderosa Colony communities. This demand-responsive service is flexible and can be utilized by everyone within the defined community, students, commuters, and seniors. Once outside the community the route becomes fixed and travels along Camino Tassajara/Sycamore Valley Road to the 680 corridor to the Danville Park and Ride lot and then to the Walnut Creek BART station via the I-680 corridor.

The Alamo Creek shuttle operates Monday through Friday from 6:00 to 10:00am and from 3:00 to 6:30pm. The Alamo Creek Shuttle does not operate on County Connection-observed holidays. The current Alamo Creek Shuttle service schedule is included as Attachment C.

At the time of release, three County Connection provided cutaway vehicles are set aside for Alamo Creek service. See also §5.1 Provided Vehicles, and Attachment F

Alamo Creek Shuttle service shall not be provided by SUBCONTRACTOR, except with County Connection's express written authorization.

2.1.6 Emergency Mitigation/Mutual Aid Service

As the designated public transit operators for central Contra Costa County, and Eastern Alameda County respectively, County Connection and LAVTA routinely receive mutual aid requests (both planned and un-planned) from BART, local police law enforcement and fire departments, the Contra Costa County and Alameda County Sheriffs' department Offices of Emergency Services, the Contra Costa Fire Prevention District, the Alameda County Fire Department, and other transit operators. Examples include bus bridges between BART stations in the event of regular service disruptions, evacuation of facilities or neighborhoods in case of fire, and transportation to cooling or warming facilities during declared emergencies from extreme heat or cold. These requests occasionally require County Connection and LAVTA to deploy paratransit assets (vehicles and drivers) in addition to fixed-route buses. The CONTRACTOR will be required to assist in providing such transportation upon request by County Connection.

Requests for Mutual Aid may be received at any time on any day.

Mutual aid also includes non-emergency assistance requested by law enforcement or other public safety agencies, such as transporting an individual at an officer's request, where County Connection or LAVTA determines that the request serves

the public interest and can be accommodated without disrupting scheduled service under the CONTRACT. All mutual aid service, whether emergency or non-emergency, shall be performed only as authorized by County Connection or LAVTA, shall be recorded and reported separately from program trips, and shall be billed at the applicable contract service hour rate.

2.1.7 Special Transportation Services

In addition to the previously defined services the winning CONTRACTOR will be expected from time to time, upon receiving specific written authorization from County Connection, provide special transportation services for County Connection's or LAVTA's member jurisdictions and related entities. This authorization may be given provided that such special services are determined by County Connection and LAVTA to be in the public interest, do not interfere with the operation of County Connection LINK, Wheels Dial A Ride, or the other services included under the CONTRACT and if such services are in compliance with all applicable federal and state statutes. Examples: Clayton Art & Wine Festival, Clayton Oktoberfest, Martinez Sesquicentennial Festival, Christmas for Everyone, other annual community events, etc.

2.1.8 Call Center & Administrative Support

The CONTRACTOR will maintain call center and administrative operations in support of the programs listed above. Call center and administrative functions include reservations, scheduling, dispatch, "where's my ride", and customer service. Passengers can make a reservation as early as seven days in advance, or as late as 5:00 p.m. the day before the ride.

Riders may also request standing orders for recurring trips, subject to program rules and to the subscription service limits at 49 CFR §37.133. The CONTRACTOR shall review all active standing orders at least twice per year, and update or cancel standing orders that are no longer needed or no longer used. The CONTRACTOR shall report the results of each review to County Connection and LAVTA, including the number of standing orders reviewed, updated, and cancelled.

Reservations for County Connection LINK, Wheels Dial-A-Ride, and One-Seat Ride service are taken from 8:00 a.m. to 5:00 p.m. seven days a week, including all holidays. Where's my ride service shall be available any time service under the CONTRACT is in operation.

Trip Check-In (where necessary) shall be completed within 48 hours of the actual trip time, after which the trip data tables will be locked to prevent further editing. If additional time is required, County Connection can unlock the database upon request.

County Connection and LAVTA reserve the right to introduce additional trip-booking channels during the CONTRACT term.

Call center and administrative support functions may not be SUBCONTRACTED without express written authorization from County Connection.

2.2 Operating Policies & Program Rules

The operating rules and program policies for County Connection LINK and One-Seat Ride services are promulgated under the authority of the County Connection Board of Directors. Rules and policies for the One-Seat Regional Ride program are determined in consultation with all OSR partner agencies. The operating rules and program policies for the Wheels Dial A Ride program are determined and promulgated under the authority of the LAVTA Board of Directors. Rules and policies may be set at the Board or staff level as appropriate.

The CONTRACTOR shall administer no-shows, late cancellations, cancellations at the door, and all other rider-facing program rules in accordance with the policies published in the applicable County Connection or LAVTA rider's guide, as amended from time to time. County Connection and LAVTA retain sole responsibility for adopting and amending those policies and for administering any rider suspension process, including all rider notices and appeals. The CONTRACTOR shall accurately record and report the underlying trip outcomes and provide supporting records and testimony on request.

2.2.1 Origin to Destination Service

County Connection LINK, Wheels Dial A Ride and One-Seat Ride provide origin to destination service in accordance with the requirements at 49 CFR §37.129. The default origin to destination service parameter for County Connection LINK and One-Seat Ride is curb-to-curb; however, door-to-door service will be provided if requested by the customer. The default parameter for Wheels Dial A Ride is door-to-door service. In all cases, drivers are expected to assist passengers when boarding and alighting.

2.2.2 On-Time Pickup & Drop-Off "Windows"

County Connection LINK, Wheels Dial A Ride, and One-Seat Ride adhere to a 30-minute on-time "pickup window" which runs from 0 minutes before to 30 minutes after the negotiated pickup time. The on-time "drop-off window" for all three services runs from 30 minutes to 0 minutes after the negotiated drop-off time. When confirming reservations to customers, call center agents are expected to read back the full on-time window, not just the scheduled arrival times at the trip origin and destination.

2.2.3 Fares

The fares for all programs included under this CONTRACT are determined by the County Connection and LAVTA Boards of Directors. County Connection and LAVTA reserve the right to prescribe fare handling procedures to be followed by the CONTRACTOR, including but not limited to:

- Fare collection in the form of cash, coupons, or pre-paid customer accounts
- Submission of coupons for redemption by the issuing authority
- Procedures for short-payments and non-payment by riders

County Connection no longer issues or sells paratransit tickets or fare coupons directly to the public but does accept previously issued LINK paratransit tickets at face value. LAVTA sells Wheels Dial-A-Ride tickets to qualified customers at its main administrative facility and through the mail. County Connection LINK also has a prepaid account policy, which allows riders to pay in advance for their trips. County Connection and LAVTA retain responsibility for any corrective actions with respect to non-payment of fares by customers.

2.2.4 Service Changes

County Connection and LAVTA reserve the right to pursue methodologies for service redesign at their sole discretion at any time during the term of this CONTRACT. Modifications made may affect up to twenty (20%) percent of the specified vehicle service hours (based on annual vehicle service hours for all services provided under this contract) without changing the fixed monthly rate of the vehicle service hour rate set forth on the Proposal or any other term or condition of the contract. County Connection and LAVTA will notify the CONTRACTOR thirty (30) days in advance of planned major service changes. During declared emergencies County Connection or LAVTA may require significant changes to service profile without notice.

Any adjustments to service shall be the prerogative of County Connection and LAVTA. No operational change that affects service, scheduling, hours of operation, response times, or any other characteristics of County Connection and LAVTA services shall be made by the CONTRACTOR without the prior written approval of County Connection and LAVTA. County Connection and LAVTA reserve the right to engage and make additional awards to other CONTRACTORS to enable service expansion or to address other operational needs.

2.2.5 Program Eligibility

County Connection and LAVTA are responsible for determining rider eligibility for all programs included under the contract, disseminating eligibility information, and maintaining eligibility records. County Connection and LAVTA will provide

regular updates of eligible riders to the CONTRACTOR to ensure trips are provided to the public in an appropriate manner.

2.2.6 Advertising & Communications

County Connection and LAVTA shall be responsible to prepare, place, schedule and pay for all advertising and promotional materials designed to inform patrons of service operations and to promote ridership. Additionally, County Connection and LAVTA shall provide the CONTRACTOR all schedules, passes, tickets and like materials required to effectively operate the service included under the CONTRACT. CONTRACTOR shall distribute and disseminate such materials in accordance with directions provided by County Connection and LAVTA.

3. CONTRACTOR'S ROLE & RESPONSIBILITIES

The Contractor will be responsible for satisfying all roles and responsibilities listed below. The CONTRACTOR must also have all applicable state and local business licenses or procure same, no later than thirty (30) days prior to the start of service.

The CONTRACTOR shall develop, implement, and maintain formal written Standard Operating Procedures (SOPs) for responding to emergencies and routine operational issues and situations that may arise during daily operations. The Contractor shall provide copies of all SOPs to County Connection and LAVTA for their review and approval. The CONTRACTOR shall produce and promulgate changes and updates to the SOPs if so, directed by County Connection and LAVTA.

3.1 Provision of Included Programs & Services

The contractor will provide all programs and services included in §2 Included Programs & Services. The CONTRACTOR will be responsible for the scheduling, dispatching, and performance of all programs included under this CONTRACT, including providing all trips, whether directly or through one or more SUBCONTRACTORS as approved by County Connection and LAVTA.

The CONTRACTOR will obtain and provide all required state and local permits and ensure that all CONTRACTOR and SUBCONTRACTOR drivers are properly licensed for the service they are providing.

3.2 Personnel Management

The CONTRACTOR shall be solely responsible for the satisfactory performance of all work performed under the CONTRACT, whether by CONTRACTOR's own employees or by SUBCONTRACTOR. CONTRACTOR shall implement a personnel management program

which includes recruitment, hiring, training, and regular retraining and performance reviews. See also §4 Requirements

3.3 Use of Subcontractors

County Connection and LAVTA encourage the responsible use of SUBCONTRACTORS to provide services under the contract in an efficient and cost-effective manner. However, the CONTRACTOR remains responsible for the delivery of services in accordance with the contract, whether provided by the CONTRACTOR's own employees or by SUBCONTRACTORS. All performance standards applicable to the CONTRACTOR are also applicable to work performed by SUBCONTRACTORS.

County Connection and LAVTA reserve the right to determine the minimum and maximum percentages of total work to be provided by or assigned to subcontractors under the contract, as well as the minimum and maximum percentages of work within each included program to be performed by subcontractors.

NOTE: The CONTRACTOR is expected to perform all NEMT and Alamo Creek Shuttle service directly. These services may not be subcontracted without the express written permission of County Connection

All services under the CONTRACT, whether performed by the CONTRACTOR or by a SUBCONTRACTOR, shall be scheduled, dispatched, performed, and closed out in the County Connection provided scheduling and CAD/AVL system. SUBCONTRACTORS shall not use their own scheduling, dispatch, or trip-recording platforms to perform or record work under the CONTRACT. SUBCONTRACTORS may operate their own AVL, telematics, and onboard camera equipment in addition to the provided system; however, all trip records, service data, and driver and vehicle assignments for work under the CONTRACT must originate in and remain in the County Connection provided system. The CONTRACTOR is responsible for ensuring that SUBCONTRACTOR personnel are trained in and competently use the provided system.

3.3.1 Subcontractor Vehicle Standards

County connection and LAVTA reserve the right to determine vehicle standards for subcontractor vehicles, as well as the mix of vehicle types and proportion of wheelchair accessible vehicles necessary for subcontractor fleets performing any work under the CONTRACT. All vehicles providing service under the CONTRACT, including SUBCONTRACTOR-owned vehicles, are subject to inspection without notice. See also, 6.1.2

3.4 Performance Standards

All services included under the CONTRACT shall be operated with primary regard for the safety, comfort, convenience, and overall satisfaction of riders and the public. In general, the CONTRACTOR will not be held responsible for conditions outside its control that result in substandard performance; however, unusual events and operational challenges that result or may result in service failures must be reported immediately to County Connection and LAVTA. See also § Program & Contract Oversight

3.4.1 Operating Standards for Included Paratransit Services

County Connection LINK and Wheels Dial-A-Ride are ADA paratransit services as mandated under 49 CFR §37.121. While not strictly an ADA paratransit program due to its unconventional service model, County Connection and LAVTA also view the One-Seat Ride service as an integral part of the overall paratransit service environment envisioned in this CONTRACT. As such, all three services shall at all times be operated according to all regulations applicable to ADA paratransit service.

3.4.1.1 Required Service Criteria

County Connection LINK, Wheels Dial-A-Ride, and One-Seat Ride service shall be operated at all times according to the ADA paratransit criteria mandated under 49CFR §37.131 and according to the guidance provided in Chapter 8 of FTA Circular 4710.1. In particular, availability of County Connection LINK, Wheels DAR, and OSR service for eligible riders shall not be limited by capacity constraints, as defined in 49 CFR §37.131(f), including:

- Restrictions on the number of trips an eligible rider is allowed to take,
- Waiting lists for service availability, or
- Any other operational pattern or practice that significantly limits the availability of service to eligible riders, such as a pattern or practice of untimely pickups or drop-offs, missed trips, excessively long trips, or trip denials.

A missed trip occurs when the vehicle arrives outside of the on-time pickup window, and the rider does not take the trip, or where the vehicle arrives more than 60 minutes after the close of the on-time pickup window, regardless of whether or not the rider chooses to take the trip.

A trip denial occurs when a “legal” trip request (i.e., requested by an eligible rider and consistent with all provisions of §37.131) cannot be

accommodated, either due to insufficient system capacity or for some other reason. Where the rider was offered at least two scheduling solutions within one hour before or after their requested time, but the rider does not accept any of the offered solutions, the outcome is generally considered to be an adversarial refusal, rather than a denial.

3.4.1.2 On-Time Performance Standard

OTP is calculated separately for each program, based on adherence to the negotiated pickup and drop-off times for all trips. The OTP standard for County Connection LINK, Wheels Dial-A-Ride, and One-Seat Ride service is 95% or better. See also §9.1 Incentives & Disincentives.

A trip will be considered “on time” if both the pickup and the drop-off occurred before the end of their respective on-time windows, and if the drop off is not unreasonably early. For trips without a negotiated drop-off time, only the pickup time is used. County Connection and LAVTA reserve the right to revise the on-time standard to include early pickups and drop-offs in the future if a pattern or practice of excessively early pickups or drop-offs becomes clear.

When booking rides, customers may specify their requested pickup time or their requested drop-off/appointment time, but not both. Where a trip request is made based on the desired drop-off time, the pickup time will be determined based on the negotiated drop-off time, minus the estimated travel time from the trip’s origin to its destination.

3.4.1.3 Productivity Standards

For contractual purposes Productivity is calculated separately for each program, by dividing the total number of registered riders transported (not including PCAs and guests) by the total number of billable service hours (including revenue and billable deadhead hours). The productivity standard for County Connection LINK and Wheels Dial A Ride is 1.8 registered riders per hour. See also §9.1 Incentives & Disincentives.

The productivity standard for One-Seat Ride service is not defined, however the CONTRACTOR is expected to make all reasonable efforts to maximize OSR productivity while also adhering to the on-time performance standard.

3.4.1.4 On-Board Time Standard

OBT for County Connection LINK, Wheels DAR, and One-Seat trips should not exceed the travel time for the most similar trip if taken on fixed route

transit. Where no fixed-route option exists for a given trip, the driving time may be used.

3.4.2 Customer Service, Call Center & Complaint Handling Standards

The following standards are applicable to all telephone customer service operations, including Reservations, Scheduling, Dispatch, and Customer Service. See also §4.6.3 Contact Center Supervisor (Recommended) and §4.7.2 Reservations, Scheduling & Dispatch Staff.

3.4.2.1 Call Center Accessibility Standards

The CONTRACTOR shall accept and handle calls via TTY and 711 relay during all hours of operation.

The CONTRACTOR shall provide real-time interpretation via bilingual call center staff or via telephone interpretation service, in accordance with County Connection and LAVTA's Title VI/LEP requirements, provided as Attachment D

3.4.2.2 Reservations & "Where's My Ride?" Service

Reservations for County Connection LINK, Wheels DAR, and One-Seat Ride shall be accepted from 8am to 5pm seven days per week, however the CONTRACTOR shall also accept cancellations and provide "where's my ride" support during all hours of operation.

3.4.2.3 Use of Recorded Phone Lines

All reservations, where's my ride, cancellation, and other calls as specified by County Connection and LAVTA shall be serviced using recorded lines provided by County Connection's ACD system. Call recordings and ACD reports will be made available to the CONTRACTOR consistent with §3.10 Data Privacy & Security

3.4.2.4 Call Center Performance Standards

The CONTRACTOR is responsible for providing adequate staff coverage to ensure that delivered call center performance meets the following standards:

- ≥92.0% of inbound calls answered within 120 seconds
- ≥95.0% of inbound calls answered within 240 seconds
- ≤5.0% of inbound calls abandoned after 90 seconds

See also §4.6.3 Contact Center Supervisor (Recommended), §4.7.2 Reservations, Scheduling & Dispatch Staff, and §9.1 Incentives & Disincentives.

County Connection and LAVTA plan to review these standards regularly for appropriateness and achievability, in consultation with the CONTRACTOR, and reserve the right to make changes as needed.

3.4.2.5 Complaint Handling Procedures

The CONTRACTOR shall review both the County Connection and LAVTA customer feedback databases at least daily, investigate recorded complaints, and update the database entries promptly, and as thoroughly as possible. All complaint resolutions shall include:

- an investigation of the reported incident or concern by the CONTRACTOR, and the findings from said investigation,
- any recommendations for corrective action, based on the outcome of the investigation,
- the timeline to implement such corrective action, and
- details of the response to the customer, if so indicated.

Complaint responses may be made by telephone, email, or letter, depending on the preference of the customer, or as directed by County Connection or LAVTA.

All customer complaints shall be investigated and resolved within seven (7) days from receipt of each complaint, except for complaints marked by County Connection or LAVTA as urgent. Urgent complaints shall be resolved within 48 hours unless otherwise noted.

If a complaint investigation takes more than seven (7) days to complete (or more than 48 hours for urgent complaints), the CONTRACTOR shall Contact the customer and LAVTA/County Connection within the required response period and provide an estimated timeline to complete the investigation.

3.4.3 Other Performance Standards

3.4.3.1 Mechanical Reliability

The Contractor shall maintain or cause to be maintained all vehicles providing service under this contract such that the rate of in-service mechanical failures shall not exceed 4.0 per 100,000 total service miles

driven. See also §6 Maintenance Program, and §9.1 Incentives & Disincentives.

Non-mechanical requests for maintenance support in the field, such as responding to a reported biohazard or towing a vehicle from the scene of an accident, shall not be counted against this standard.

3.4.3.2 Driving Safety

The Contractor shall ensure that all drivers performing work under this contract practice safe driving habits at all times. The rate of preventable accidents shall not exceed 0.5 per 100,000 total service miles delivered. The CONTRACTOR shall determine the preventability of all accidents involving vehicles used to provide service under this CONTRACT, however County Connection and LAVTA reserve the right to audit all accident records and findings regarding preventability, and to require implementation of new accident grading protocols, if necessary. See also §3.5 Program, §4.5.3 Safety/Training Manager (S/TM), and §9.1 Incentives & Disincentives.

3.4.3.3 NEMT Performance Standards

Specific performance standards applicable to NEMT service will be determined based on the terms and conditions of County Connection's provider agreements with the California Department of Health Care Services (DHCS) and the Contra Costa Health Plan (CCHP).

3.4.3.4 Alamo Creek Shuttle Performance Standards

Alamo Creek Shuttle service shall be performed according to the schedule included in Attachment C. Any disruption to the Alamo Creek Shuttle service shall be reported immediately to County Connection. Service miles, hours, and trips provided on the Alamo Creek Shuttle shall be recorded in a format acceptable to County Connection.

3.4.3.5 Emergency Service Standards

To be finalized post-award.

3.4.3.6 Special Transportation Service Standards

County Connection owned vehicles or other assets shall not be used to provide special transportation services, except with County Connection's written approval. LAVTA owned vehicles or other assets shall not be used

to provide special transportation services, except with the written approval of LAVTA and County Connection.

3.5 Safety Program

CONTRACTOR shall assume full responsibility for assuring that the safety of passengers, operations personnel, and County Connection vehicles and equipment are maintained at the highest possible level. CONTRACTOR shall comply with all applicable California Highway Patrol and OSHA requirements. CONTRACTOR shall develop, implement, and maintain a formal safety program including periodic safety meetings, participation in safety organizations, safety incentives offered by CONTRACTOR to drivers and other employees, and participation in risk management activities under the auspices of CONTRACTOR'S insurance carrier or other organization. CONTRACTOR will require all drivers, dispatch and scheduling personnel, vehicle maintenance mechanics, and supervisors to participate in the safety program. CONTRACTOR shall provide an outline of said Safety Program with its proposal and include periodic updates to County Connection throughout the term of the contract.

3.5.1 Accident & Incident Communications

CONTRACTOR shall develop, implement, and maintain formal procedures, approved by County Connection and LAVTA, to respond to accidents, incidents, and service interruptions. Such occurrences to be addressed include, but are not necessarily limited to, vehicle accidents, passenger injuries, passenger falls and wheelchair tip-overs regardless of injury, passenger disturbances, in service vehicle failures, in service failure of lifts or ramps, failure of onboard wheelchair securement components, failure to properly secure passengers' mobility devices, and paratransit vehicles operating more than sixty (60) minutes behind promised schedule.

All traffic accidents involving vehicles provided by County Connection or LAVTA or engaged in the provision providing of service under the CONTRACT, regardless of ownership, and irrespective of severity or injury to persons, shall be reported to the local Police Department or CHP, as appropriate. CONTRACTOR will advise such agency of the accident and request a police unit to investigate the accident.

County Connection and LAVTA shall be notified by The CONTRACTOR as soon as possible, and in all cases within two (2) hours shall immediately notify County Connection or County Connection and LAVTA of any accident or incident and provide all subsequent follow-up reports involving personnel or vehicles providing service under this contract. A complete written report of any accident shall be delivered to County Connection and LAVTA within twenty-four (24) hours following the accident.in accordance with §7.1 Incident & Accident Notifications & Reports.

Vehicles damaged due to accidents shall be promptly removed from service and repaired prior to returning to service. See also, §6, and §7.1 Incident & Accident Notifications & Reports. For requirements specific to vehicles provided by County Connection or LAVTA, see §5.1 Provided Vehicles.

3.5.2 Drug & Alcohol Program

The CONTRACTOR shall establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, and produce documentation sufficient to establish its compliance. The CONTRACTOR shall permit any authorized representative of the United States Department of Transportation or its operating administrations, the California Department of Transportation, or County Connection and LAVTA to inspect the facilities and records associated with the program and to review the testing process. The CONTRACTOR shall certify its compliance with Part 655 annually and submit its Management Information System (MIS) report to County Connection by March 15 of each year, using the “Substance Abuse Certifications” in the FTA’s Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements, published annually in the Federal Register. See also §4.1 Pre-Employment Screening

3.5.3 Accident Grading

3.5.4 Participation in PTASP

3.6 Communications & Marketing Support

The CONTRACTOR will support County Connection and LAVTA’s external outreach and public information programs by providing onboard distribution of materials and posting of notices to riders, call center messaging, on-hold announcements, and participation in outreach events on request.

The CONTRACTOR will also be responsible for ensuring effective internal communication to drivers and staff including distribution of bulletins, memoranda, etc.

The CONTRACTOR will produce no public-facing communication without the approval of County Connection and LAVTA. See also §2.2.6 Advertising and Promotion

3.7 Fare Collection & Handling

CONTRACTOR shall follow all fare collection and handling procedures prescribed by County Connection and LAVTA.

Drivers are expected to collect correct fares from all fare-paying passengers (as indicated in the CAD/AVL system) at the time of boarding. All fares collected shall be retained by the

CONTRACTOR and the balance of fares owed will be deducted from each monthly invoice. If a passenger refuses to pay the indicated fare, or only pays part of the fare, the driver will complete a no-pay/short-pay slip, which they will retain for processing along with cash fares and fare coupons. CONTRACTOR will honor special passes, collect, cancel, and/or validate passes and tickets, issue and collect transfers as determined by County Connection and LAVTA. CONTRACTOR will provide County Connection and LAVTA with a monthly report of fares collected along with those not collected or short paid.

3.7.1 Pre-Paid Fare Accounts

County Connection LINK has offered a pre-paid fare account system to its riders for several years. Riders can add values to their own accounts, and the accounts also serve as the receiving point for disbursements under Contra Costa County's Low Income Fare Equity (LIFE) program. LAVTA is also exploring offering a pre-paid fare option for Wheels Dial-A-Ride customers. CONTRACTOR shall be responsible for accepting, holding, and accounting for pre-paid fare account value, for County Connection LINK and Wheels Dial-A-Ride customers, using procedures and methods approved by County Connection.

3.7.2 Clipper 2.0

Clipper 2.0 (Next Generation Clipper or C2) is a contactless fare payment system for transit agencies in the Bay Area. C2 implementation on County Connection LINK and Wheels DAR is expected during the term of the contract. The Contractor shall cooperate with and support C2 implementation as requested by County Connection and LAVTA, vis-à-vis hardware and software installation, system testing and troubleshooting, staff training, etc.

3.8 Emergency Operations

As public transit operators, County Connection and LAVTA play an important role in local and regional emergency management plans, including participating in periodic large scale exercises designed to improve disaster responses, as well as providing "Emergency Support Function #1" (ESF #1) i.e.: transportation service in the event of a declared emergency. County Connection and LAVTA staff are designated as disaster service workers and are expected to report to their agency Emergency Operations Centers (EOCs) in the event of a wide-scale emergency such as an earthquake that causes significant damage or disruption. During emergencies and emergency response exercises, various County Connection and LAVTA staff will liaise between the CONTRACTOR's key personnel and local or regional EOCs as required. County Connection and LAVTA will provide CONTRACTOR with copies of their respective Public Transit Agency Safety Plans (PTASPs), Emergency Operations Plans (EOPs), etc.

The CONTRACTOR shall support County Connection and LAVTA in fulfilling their obligations under 49 CFR Part 673 and USC and shall follow County Connection and LAVTA's Public Transit Agency Safety Plans and Emergency Operations Plans. The CONTRACTOR's Key Management personnel will cooperate with County Connection, LAVTA, and with various governmental agencies as needed to ensure that effective coordination is achieved among all public transportation services provided in the County Connection service area. The CONTRACTOR project staff will be required to comply with direction given under such circumstances in which the regional EOC has been activated and tasks given to County Connection as a result. The CONTRACTOR shall designate key staff as contact personnel to assure ongoing communication with neighboring public transit systems. See also §2.1.6 Emergency Service/Mutual Aid

3.9 Insurance Requirements

CONTRACTOR's indemnification and insurance obligations are set forth in OSample Agreement

CONTRACTOR shall furnish properly executed Certificates of Insurance from insurance companies acceptable to County Connection and LAVTA and signed copies of the specified endorsements for each policy prior to commencement of work under the Contract. Such documentation shall clearly evidence all coverage in Attachment M and as listed below, including specific evidence of separate endorsements naming County Connection and LAVTA and shall provide that such insurance shall not be materially changed, terminated, or allowed to expire except after thirty (30) days written notice by certified mail, return receipt requested, has been given to County Connection.

3.9.1 Workers' Compensation

Coverage shall be provided in an amount not less than:

- One Million Dollars (\$1,000,000) each accident or disease.
- Policy shall include a waiver of subrogation.

3.9.2 Employer's Liability

Coverage shall be provided in amounts not less than:

- One Million Dollars (\$1,000,000) each accident;
- One Million Dollars (\$1,000,000) by disease-policy limit; and
- One Million Dollars (\$1,000,000) by disease-each employee.
- Policy shall include a Waiver of Subrogation Endorsement

3.9.3 Commercial General Liability

Policy shall cover any loss or liability, including the cost of defense of any action, for Bodily Injury, Death, Personal Injury and Property Damage

Coverage shall be at least as broad as Insurance Services Office form CG 00 01, in amounts of not less than:

- Ten Million Dollars (\$10,000,000) per occurrence;
- Ten Million Dollars (\$10,000,000) general aggregate (per project/location); and
- Ten Million Dollars (\$10,000,000) products and completed operations aggregate.
- Policy shall include Primary and Non-Contributory as broad as CH 20 01 (or equivalent), Waiver of Subrogation, and Additional Insured Endorsements using ISO CG 20 10 for Ongoing Operations (or equivalent) and CG 20 37 for Completed Operations (or equivalent).
- Policy shall also contain either a Cross Liability endorsement or Severability of Interests Clause.

3.9.4 Business Automobile Liability Insurance

Coverage shall be provided for owned, non-owned, and hired autos using ISO Business Automobile Coverage form CA 00 01 (or equivalent) of not less than:

- Ten Million Dollars (\$10,000,000) each accident.
- Policy shall include a Waiver of Subrogation and Additional Insured Endorsement.

3.9.5 Sexual Abuse or Molestation ("Sam") Insurance

Coverage shall be at least as broad as Insurance Services Office form CG 00 01, in an amount not less than:

- One Million Dollars (\$1,000,000) per occurrence.

3.9.6 Crime Insurance (Employee Theft)

Coverage shall be provided in amounts not less than:

- Employee Dishonesty \$250,000
- Depositors' Forgery \$250,000
- Off and On Premises \$50,000
- Computer Fraud \$250,000

3.10 Data Privacy & Security

CONTRACTOR will have access to Personally Identifiable Information ("PII") in the course of performing this CONTRACT, including but not limited to rider names, addresses,

payment information, Medi-Cal beneficiary and health plan enrollment data associated with NEMT trips, scheduling and reservation records, and trip data collected through the CAD/AVL system. CONTRACTOR shall maintain the confidentiality, security, and integrity of all County Connection and LAVTA PII through administrative, physical, and technical safeguards, including access controls, encryption of data in transit and at rest, and a prohibition on storing PII on portable devices absent encryption. Access to PII shall be limited to CONTRACTOR and SUBCONTRACTOR personnel with a legitimate operational need, subject to background check requirements, with credentials terminated promptly upon staff separation.

CONTRACTOR shall notify County Connection within twenty-four (24) hours of discovering any actual or suspected security incident involving County Connection or LAVTA PII, and shall bear the cost of breach notification, required regulatory reporting, and credit monitoring services for affected individuals. CONTRACTOR shall comply with the California Information Practices Act, HIPAA, and the HITECH Act, and with PCI-DSS standards where applicable to payment card handling. For NEMT-related protected health information, CONTRACTOR shall execute a Business Associate Agreement with County Connection in the form set forth in Attachment E and shall ensure that any SUBCONTRACTOR handling such information is bound by equivalent terms.

Full data privacy and security terms, including specific technical, administrative, and data retention requirements, are set forth in Attachment E and shall govern in the event of any conflict with this section. This section survives termination or expiration of the CONTRACT.

4. STAFFING REQUIREMENTS

4.1 Pre-employment Screening

CONTRACTOR shall use appropriate screening and selection criteria in order to employ drivers and other staff members. These criteria will include as appropriate to the position: Department of Motor Vehicles license check, criminal record checks and physical examination sufficient to meet applicable requirements for all services. Prior to entering service under this CONTRACT, all CONTRACTOR employees in safety sensitive positions shall be enrolled in the California Department of Motor Vehicles Employer Pull Notice Program, and contractor shall monitor the pull notice program at least monthly to ensure that all drivers remain continuously in compliance with the contractor's Drug and Alcohol program. Also, see 3.5.2 Drug & Alcohol Program.

4.2 Employment Status of Contractor & Subcontractor Personnel

The CONTRACTOR shall be solely responsible for payment of all employees' and/or SUBCONTRACTORS' wages and benefits, in accordance with the payment schedules established for this project. CONTRACTOR'S personnel wages and work hours shall be in accord with the local, county, state, and federal regulations affecting such personnel.

Without any expense to County Connection or LAVTA, the CONTRACTOR shall comply with the requirements of employee liability, worker's compensation, unemployment insurance, and social security. In addition to the indemnity & insurance requirements described in Attachment M the CONTRACTOR shall (indemnify), hold harmless, and defend County Connection and/or LAVTA from any liability, damages, claims, costs, and expenses of any nature arising from violations of personnel practices, applicable local, state, and federal laws related to labor and employment, and any applicable labor agreements.

4.3 County Connection & LAVTA rights

County Connection and LAVTA, reserve the right, at their sole discretion, to require the contractor to remove any CONTRACTOR employee or SUBCONTRACTOR personnel from performance of work under the Contract and/or from County Connection or LAVTA property at any time for any reason. CONTRACTOR shall effect such removal as soon as practicable following receipt of notice. Removal of personnel under this provision shall not require CONTRACTOR to terminate the employment of any such individual. CONTRACTOR retains sole discretion over reassignment, redeployment, or other disposition of removed personnel within CONTRACTOR's organization. CONTRACTOR shall promptly replace removed personnel with qualified individuals acceptable to County Connection and LAVTA, at no additional cost to County Connection or LAVTA.

4.4 Uniform Requirements & Dress Code

Drivers and Mechanics shall wear uniforms approved by County Connection and LAVTA at all times while performing services under the Contract. Position specific uniform standards are specified in the position descriptions below. For positions not required to wear uniforms, staff are expected to dress in professional attire appropriate to their specific roles and approved by County Connection and LAVTA.

4.5 Key Management Positions

Four key management positions are required under the CONTRACT: a General Manager; an Operations/Assistant General Manager; a Safety & Training Manager; and a Maintenance Manager. The Required Management positions shall be assigned on a full-time basis and work solely on the CONTRACT unless otherwise approved by County Connection and LAVTA. CONTRACTOR may not remove or reassign key staff without approval from County Connection and LAVTA.

4.5.1 General Manager

The General Manager (GM) shall serve as the CONTRACTOR's primary local representative for purposes of this CONTRACT. The CONTRACTOR shall generally be bound by commitments made by the GM to County Connection and LAVTA. The GM will report directly to and coordinate closely with County Connection's Director of ADA and Specialized Services or designee. The GM shall be available by telephone or in person during all hours to make decisions or provide coordination as necessary at the request of County Connection and LAVTA. County Connection shall have the right to demand replacement of the General Manager.

The responsibilities of the General Manager shall include but not be limited to, the following:

- Ensuring CONTRACTOR meets its obligations under the Contract
- Ensuring the timely and accurate submission of all reports and invoices

4.5.2 Operations Manager or Assistant General Manager

CONTRACTOR shall designate an Operations Manager or Assistant General Manager (OM/AGM) to assist the GM in conducting all activities related to operations. In the absence of the GM, the OM/AGM shall be empowered to "stand in the shoes" of the GM, and speak for the CONTRACTOR on routine matters normally managed by the GM. In the absence of the OM/AGM, or their temporary reassignment to cover the GM's absence, another qualified individual, acceptable to County Connection and LAVTA shall be designated to fulfill the role of the OM/AGM.

4.5.3 Safety & Training Manager

CONTRACTOR shall designate a Safety & Training Manager (S/TM) who will be responsible for the initial and on-going training of drivers and other personnel in accordance with all provisions of this CONTRACT and all applicable regulations. The S/TM will also be the primary individual responsible for managing all aspects of the CONTRACTOR's safety program in accordance with §3.5 Safety Program.

4.5.4 Maintenance Manager

The CONTRACTOR shall designate a Maintenance Manager (MM) who shall be responsible for the maintenance of all vehicles used to provide service under the CONTRACT, whether provided by County Connection and LAVTA or owned by the CONTRACTOR, any SUBCONTRACTOR or any third party. The MM shall be responsible for implementing and overseeing the CONTRACTOR's maintenance program in accordance with all aspects of §6 Mechanical Maintenance Program as well as all applicable regulations. The MM shall serve as County Connection and LAVTA's primary point of contact with the CONTRACTOR regarding the vehicles provided under this contract.

4.5.5 Key Management Vacancies

County Connection and LAVTA retain the right to approve or reject any new or reassigned key management personnel. Required Management positions may not remain vacant for more than thirty (30) days. If a permanent candidate for the position, acceptable to County Connection and LAVTA, is not appointed within 30 days of the position becoming vacant, County Connection may deduct from the monthly fixed fee the daily pro-rata cost of the position, until the position is filled permanently. Additionally, the vacant position must be staffed at all times by a full-time interim designee, and County Connection may deduct from the monthly fixed fee the daily pro-rata cost of the position for any days with no interim designee. See also §9 & Contract Oversight.

For planned absences of less than three days, such as holidays, vacations, conferences, and sick days, a full-time temporary replacement is not required, however, the CONTRACTOR shall notify County Connection and LAVTA prior to the planned absence, and shall designate (subject to County Connection and LAVTA's approval) another qualified individual as holding the absent manager's basic decision-making authority until their return.

4.6 Required and Recommended Supervisory Positions

Adequate supervision is expected during all times when service is in operation. Regardless of title, or prerogative to take independent disciplinary action, staff in supervisory

positions must be allowed to investigate reported incidents involving other CONTRACTOR or SUBCONTRACTOR personnel.

4.6.1 Road Supervisors

NOTE: Minimum requirement is two (2) full-time equivalents.

CONTRACTOR shall provide sufficient road supervision to observe a minimum of 1% of the total trips scheduled each day and respond in person to an incident or accident anywhere within the combined County Connection and LAVTA service areas, during all days and hours that vehicles are in operation under this CONTRACT. See also §3.5 Safety Program. Monitoring shall include but not limited to:

- Visiting high-ridership locations such as adult day programs and dialysis clinics on a regular basis, to cultivate a productive working relationship between the CONTRACTOR and program or clinic staff.
- Public engagement with customers and professional staff at key trip generator locations.
- Ensuring drivers are maintaining required safety standards
- Ensuring drivers are using safe and acceptable wheelchair tie down techniques.
- Ensuring vehicles are equipped with safety equipment (First Aid Kit, Fire extinguishers, flares, cones, etc.)
- Ensuring vehicles have functioning tablets.
- Ensuring vehicles have functioning wheelchair securement devices
- Ensuring vehicles have working camera systems.
- Ensuring drivers are exiting the vehicle to assist passengers.
- Ensuring drivers are providing proper assistance to customers.
- Ensuring that all vehicles providing service under the CONTRACT, whether owned by County Connection, LAVTA, the CONTRACTOR, or any SUBCONTRACTOR comply fully with all required vehicle standards.

4.6.2 Dispatch/Scheduling Supervisor

NOTE: This position is not required but is strongly recommended.

The Dispatch/Scheduling Supervisor:

- Is responsible for ensuring efficient Scheduling for optimal system performance as well as responsive, flexible, and effective Dispatch operations including proactive communication with in-service drivers, monitoring focus lists (if applicable) and maintaining Drivers' and Dispatchers' focus on daily systemwide priorities.
- Has immediate "on-the-ground" authority over Dispatch operations.

- Shall be allowed to discuss/recommend staff discipline for action by management or allowed to discipline staff directly.

4.6.3 Reservations/Contact Center Supervisor

NOTE: This position is not required but is strongly recommended.

The Reservations/Contact Center Supervisor:

- Is responsible for ensuring courteous and consistent Reservations operations including consistent use of call center scripts, accurate entry of reservation information, and adherence to best practices and contract standards by Reservation agents.
- Is responsible for monitoring phone reports and implementing remediations if performance falls short of requirements.
- Has immediate “on-the-ground” authority over Reservation operations.
- Is responsible for ensuring timely, thorough, and appropriate responses to customer complaints.
- Has authority to investigate complaints and respond to customers. See also §3.12 Customer Feedback Expectations & Procedures

4.7 Essential Non-management Staff

County Connection LINK drivers, and call center staff are represented by the Amalgamated Transit Union (ATU) Local 1605. The current CBA is included as Attachment G. Also see Part 1, Section 6 of the RFP and Attachment I regarding labor protections for existing CONTRACTOR employees under California Labor Code 1070 et seq. and Section 13 (c) of the Federal Transit Act, codified at 49 USC §5333(b).

All personnel performing work under the CONTRACT shall receive documented refresher training at least annually, together with additional re-training as needed following an incident, accident, validated complaint, performance deficiency, or any change in operating procedures, equipment, or provided systems. Where a training topic is subject to an established two-year cycle, such as sensitivity or anti-harassment training, that cycle governs in place of the annual requirement.

4.7.1 Drivers

CONTRACTOR employed drivers performing work under this contract must hold a current California commercial driver’s license with passenger endorsement, a current medical examination certificate, and current Verification of Transit Training (VTT) certificate, as well as any other licenses, endorsements, or certifications required by applicable federal, state, and local regulations for any vehicle that they operate under this CONTRACT.

SUBCONTRACTOR drivers performing work under this contract must hold a current California driver's license and, if required by the California Department of Motor Vehicles for the vehicle operated, a current California commercial driver's license with passenger endorsement, as well as any other licenses, endorsements, or certifications required under federal, state, or local regulations for the operation in revenue service of any vehicle that they may operate under this CONTRACT.

County Connection and LAVTA reserve the right to require additional licenses, endorsements, certifications, or other qualifications for CONTRACTOR or SUBCONTRACTOR drivers, if necessary, upon reasonable written notice to CONTRACTOR.

Drivers shall leave their seats to assist all passengers, giving special attention to those who have difficulty negotiating the steps of the vehicle. They may also be periodically requested to hand out notices to passengers or otherwise render assistance in County Connection required monitoring functions.

Each driver shall complete a Daily Vehicle Inspection Report as established by the CONTRACTOR and approved by County Connection.

Drivers shall record ridership data according to procedures approved by County Connection and LAVTA.

4.7.1.1 Driver Training

Proposals shall describe the proposer's training program, including proposed classroom and behind-the-wheel hours by topic, refresher training schedule, retraining triggers following incidents or complaints, and trainer qualifications. All individuals providing service under the CONTRACT shall be trained in all operational procedures, including but not limited to the following:

- Map reading and orientation skills
- Overview of ADA regulations
- Overview of related state and local laws, such as for elder abuse reporting
- Proper use of on-board tablets/mobile data terminals
- Securement of wheelchairs and other mobility devices
- The specific skills (including applicable sensitivity training) required to provide transportation to seniors and individuals with disabilities
- Defensive driving and vehicle handling

- The operation of all types of vehicles, passenger lifts and wheelchair securement systems, and other equipment, which may be expected to be used in County Connection/LAVTA paratransit or accessible fixed route services
- Annual documented refresher instruction
- Accurate completion of trip manifests
- Incident and accident reporting
- Fare collection and handling

Drivers shall be trained to assist passengers who use wheelchairs and other wheeled mobility devices in boarding and shall be trained in the correct procedures to operate all securement devices. Drivers shall also be trained to assist passengers with a variety of mobility aids and service animals, as well as ambulatory passengers who do not use such aids, but who may come to need assistance at any time.

SUBCONTRACTOR drivers are subject to the same standards of service and expectations of professional conduct as CONTRACTOR employed drivers. Although specific training criteria for SUBCONTRACTOR drivers are not necessarily identical to those for CONTRACTOR employees, any subcontractor training curricula, materials, etc. are subject to audit and approval by County Connection and LAVTA. If found to be inadequate, County Connection and LAVTA reserve the right to require such additional training as may be necessary to ensure safe and satisfactory performance of any work being provided by SUBCONTRACTOR under this CONTRACT.

4.7.1.2 Driver Uniforms

Drivers shall always be in uniform while on duty. Driver uniforms shall be supplied by CONTRACTOR (except as noted below) and be approved by County Connection and LAVTA. Uniforms shall include:

- shirt/blouse with collar – polos OK
- pants – no jeans, shorts OK in summer
- jacket/rain shell/warmth-layer
- hats/caps – beanies/watch caps OK in winter
- closed-toe shoes (employee purchased OK)
- driver ID badge with photo & name or operator #

Although not required to wear the same uniforms as CONTRACTOR employee drivers, SUBCONTRACTOR drivers are expected to maintain a neat and professional appearance at all times while on duty, and subcontractor work attire and grooming standards are subject to approval by County Connection and LAVTA. SUBCONTRACTOR drivers must wear a driver ID badge with their photo and name or driver number while providing service under this CONTRACT. Driver ID badges must be kept clearly visible at all times, while the driver is on duty.

4.7.2 Reservations, Scheduling & Dispatch Staff

CONTRACTOR shall provide an adequate number of personnel to staff the reservations, scheduling, and dispatch functions during all service hours in a manner that is efficient, cost effective and keeping with the overall goals and requirements of the CONTRACT.

All call center staff shall be computer literate and proficient in the use of all necessary equipment and software applications including:

- CAD/AVL (i.e., trip booking) software,
- Call handling procedures using voice over IP (VOIP)/soft phones with automated call distribution (ACD) systems, and
- Telephone customer service including the use of and adherence to call scripts.

All personnel shall be trained as to the special needs of seniors and individuals with disabilities and shall respond to requests for service with both sensitivity and efficiency.

Dispatchers shall be additionally trained on radio dispatching protocols, and cooperative problem-solving with drivers and passengers.

Schedulers must be experienced, proficient, or trained in monitoring the automated scheduling system and in making manual adjustments in order to produce efficient schedules on a daily basis, well in advance of vehicle pull-outs. This includes efficient vehicle rostering and establishment of baseline or template runs in order to make proper use of available resources.

Reservationists and dispatchers providing service included under the CONTRACT shall be trained in all Paratransit Operating procedures including but not limited to:

- Sensitivity training (once every two (2) years)
- Scheduling, dispatching and reservations software (at least annually, and upon any upgrade or system change)

- Customer Service training (upon employment and an annual refresher). A summary of the customer service training will be given to County Connection upon completion
- Emergency preparedness training (the CONTRACTOR will perform training as part of the new hire process and will work with County Connection and LAVTA to conduct on-going Emergency Preparedness training annually)

Dispatchers and Schedulers shall receive appropriate training in the efficient use of provided CAD/AVL scheduling software, Microsoft Office software, dispatching techniques, phone etiquette and a knowledge of the service area and all standard operating procedures, relating to the smooth day-to-day operation of LINK and Wheels Dial-A-Ride Services.

4.7.3 Mechanics

There must always be a mechanic on duty and ready to respond to a service request anywhere within the combined County Connection and LAVTA service areas when there are CONTRACTOR operated vehicles on the road.

Maintenance personnel shall include ASE certification training, manufacturer provided training, maintenance safety training, and relevant environmental training. Maintenance training programs shall receive sufficient training to remain current with all new vehicle equipment parts and components as well as emissions standards and regulations.

5. COUNTY CONNECTION & LAVTA PROVIDED VEHICLES, FACILITIES, EQUIPMENT & TECHNOLOGY

County Connection and LAVTA provided vehicles, facilities, equipment and technology shall be used only for activities related to the provision of services under this contract unless otherwise authorized in writing by the providing PARTY. CONTRACTOR shall maintain of all vehicles provided in accordance with §6 Maintenance Program. Provided facilities shall not be used to perform maintenance on personal vehicles or for any other use not authorized in writing by County Connection and LAVTA. The CONTRACTOR will be required to sign lease or terms of use agreements for all provided vehicles, facilities, equipment, and technology prior to taking delivery of the provided assets.

5.1 Provided Vehicles

County Connection owns a mixed fleet of “cutaway” vehicles and ramp-equipped minivans sufficient to operate all CONTRACTOR provided services under the contract. All County Connection supplied vehicles are equipped with security cameras, and mobile data terminals that connect to the CAD/AVL system. As of the RFP release date, the County Connection LINK fleet includes:

Count	Year	OEM	Chassis	Body	OAL	Program
42	2019	Ford	E-450	Cutaway	24ft.	LINK/Wheels DAR
10	2015	Ford	E-450	Cutaway	24ft.	LINK/Wheels DAR
3	2018	Dodge	Caravan	Minivan	17ft.	LINK/Wheels DAR
3	2018	Ford	E-450	Cutaway	24ft.	Alamo Creek
5	2015	Ford	E-350	Cutaway	21ft.	NEMT

Please refer to Attachment F for a complete vehicle list and §6.2 Maintenance of County Connection & LAVTA Provided Vehicles, for vehicle maintenance requirements.

5.2 Provided Facilities & Equipment

County Connection will provide a “turn-key” operations and maintenance (LINK O&M) facility co-located with County Connection’s fixed-route bus operations and maintenance base, located at 2477 Arnold Industrial Way, Concord, CA 94520, for the CONTRACTORS use providing service under the contract. Utilities including electrical, high-speed internet, and voice over internet protocol (VOIP) phone service are provided by County Connection, although the CONTRACTOR at its sole expense may obtain dedicated telephone and/or internet service. The CONTRACTOR will be responsible for providing janitorial service for the LINK O&M building, in accordance with the terms of the Facilities Use Agreement included as Attachment L. County Connection intends to make the LINK O&M facility available to the contractor for the duration of the contract but reserves the right to alter this arrangement if needed, subject to reasonable notice and cost adjustment.

The LINK O&M facility includes:

- Call center and dispatch office space,
- Driver/staff break rooms,
- Private offices for the GM, Finance Manager, and Maintenance Manager (see also §4.5
- Reception area/desk
- Accessible restrooms
- Maintenance shop
- Parts room
- File storage areas
- Large/stationary shop tools
- Basic office furniture and
- Computer workstations as described below
- Shared access to one conference room (subject to terms)
- Parking for County Connection provided vehicles
- Shared access to County Connection's bus wash (subject to terms)

In addition to the main O&M facility provided by County Connection, LAVTA will provide a satellite operations facility located at 875 Atlantis Court, Livermore, CA 94551. (Atlantis yard) During the term of the contract, LAVTA expects to begin construction on a new O&M facility at the Atlantis yard, at which point the facility will likely become inaccessible until construction concludes. However, LAVTA intends to make space at the Atlantis yard available to the CONTRACTOR as long as the construction schedule permits. When the Atlantis yard does become inaccessible, County Connection and LAVTA will work with the CONTRACTOR to identify a mutually acceptable replacement location and make such equitable cost adjustments as may be needed.

The Atlantis facility includes

- Office space with three workstations
- Basic office furniture
- Accessible restrooms
- Driver/staff break facilities
- Shared access to bus wash (subject to terms)

CONTRACTOR shall acknowledge receipt of the tools and equipment listed in Attachment G, and any tools and equipment subsequently added, and that such tools and equipment have been received in good condition and working order. CONTRACTOR shall conduct an annual audit and reconciliation of all tools and equipment provided by County Connection and LAVTA. At the end of the CONTRACT term, CONTRACTOR shall return all provided tools and equipment in good working order, less reasonable wear and tear, and shall, at its sole

expense, repair or replace any tool or equipment damaged or lost due to collision, negligence, abuse, vandalism, or other like cause.

5.3 Provided Technology

County Connection and LAVTA will provide the following technology (hardware and software) tools for the CONTRACTOR's use providing service under the CONTRACT.

- A dedicated paratransit scheduling and Computer Aided Dispatch/Automatic Vehicle Location (CAD/AVL) system (currently Trapeze PASS, version 21 with DriverMate tablets)
- Radio communication equipment (currently Push-to-Talk cell phones) sufficient to provide communication with vehicles in service
- CRM Systems (currently, LAVTA uses GoGov and County Connection uses a proprietary SQL-based CRM system)
- ACD phone system (currently RingCentral)
- Desktop Computer workstations for all call center agents, supervisors, and managers

County Connection and LAVTA own all licenses and manage the vendor relationships, and do not intend to make any major changes to their core technology systems during the first year of the contract.

The Contractor shall be responsible for ensuring the competent use of these systems by its employees and subcontractors, prompt reporting of any defects, participation in upgrades and testing, etc.

County Connection and LAVTA reserve the right to replace or upgrade major systems or implement additional systems during the term of the CONTRACT. If such change requires staff re-training for end users, the CONTRACTOR shall re-train its own staff as needed at no additional cost to County Connection and LAVTA. Training on the provided systems is the CONTRACTOR's responsibility, including initial training of new hires and the ongoing refresher training required under the staffing requirements of this Part 2. Where County Connection or LAVTA implements a replacement system requiring initial training of the existing workforce beyond what planned refresher training can reasonably accommodate, County Connection or LAVTA may provide or fund that initial implementation training; thereafter the CONTRACTOR shall be responsible at its own cost for training all staff, including new hires, on the replacement system.

The CONTRACTOR will be responsible for replacing any radios, tablets, or other equipment damaged or lost due to negligence or abuse by CONTRACTOR or SUBCONTRACTOR personnel.

5.3.1 Proposals for Supplemental Technologies

Proposers may include, and points may be given, for innovative solutions to supplement County Connection and LAVTA provided technologies. Examples of supplementary technologies could include rider-facing plug-ins for County Connection and LAVTA provided systems such as: smartphone or web applications for booking and monitoring trips, online payment portals to add fare value, AI chatbots for text and voice, etc. The incumbent CONTRACTOR, Transdev, provides their proprietary My Transit Manager smartphone app and My Agency Manager web portal.

6. MECHANICAL MAINTENANCE PROGRAM

The CONTRACTOR shall implement and administer a comprehensive program to oversee the maintenance of all vehicles used to provide service under this CONTRACT, whether owned by County Connection, LAVTA, the CONTRACTOR, any SUBCONTRACTOR, or any third party. All maintenance shall be performed by qualified technicians in accordance with original equipment manufacturers' (OEM) scheduled maintenance cycles for severe driving conditions and in accordance with all applicable regulations. All maintenance records required under this CONTRACT shall be prepared and maintained in a manner sufficient to satisfy applicable state and federal requirements and to enable County Connection and LAVTA to evaluate CONTRACTOR's maintenance performance and associated operating expenses. County Connection and LAVTA reserve the right, at any time, to physically inspect any vehicle used to provide service under the CONTRACT, and its associated maintenance records regardless of ownership. All maintenance records shall be made available to County Connection, LAVTA, the California Highway Patrol, and other regulatory agencies having jurisdiction, upon request.

6.1 General Vehicle Standards

All vehicles used to provide service under this CONTRACT shall be maintained in like-new condition except for normal wear and tear. All vehicles shall be kept clean (interior and exterior) so as to provide a comfortable and inviting environment for riders and to present a professional appearance to the public.

No vehicle with an inoperable wheelchair lift or ramp, or with inoperable or missing wheelchair securement equipment, shall be allowed to perform service under the contract, except with the express written permission of County Connection and LAVTA.

Vehicle heating and air conditioning (A/C) systems shall be maintained in proper working order at all times.

Vehicle seats and windows shall be maintained in good condition at all times. All tears, gum, graffiti, and other visible damage shall be repaired in a professional manner immediately upon their discovery.

No vehicle showing visible body damage will be allowed to perform service under the contract, except with the express written permission of County Connection and LAVTA.

6.1.1 Required Onboard Equipment

No vehicle shall be used to perform service under the CONTRACT without the following equipment:

- Current registration
- Current proof of insurance
- Fire extinguisher with current certification

- Emergency reflectors in working order
- One (1) current DVIR book for the correct vehicle type (or approved equivalent)
- Blank accident report forms (driver's version, or approved equivalent)
- Flashlight with fresh batteries
- Push to talk radio (or approved equivalent) for communication with dispatch
- First aid kit
- Spill kit

6.1.2 Daily Vehicle Inspections

Daily Vehicle Inspection Reports (DVIRs) shall be completed for every vehicle used to provide service under this contract, regardless of ownership. DVIR forms shall be approved by County Connection and LAVTA. DVIRs shall be completed in accordance with California Code of Regulations Title 13, §1215 and 49 CFR §396.11 and §396.13. DVIR forms shall be maintained for at least 90 days, in accordance with Title 13 §1234. Identified defects shall be repaired as soon as practicable following identification of the defect, and no vehicle shall be returned to service until the repair is complete, except with the express written agreement of County Connection and LAVTA. DVIRs are subject to inspection by County Connection or LAVTA at any time.

6.1.3 Preventive Maintenance

All vehicles providing service under this contract shall be maintained in accordance with Original Equipment Manufacturer (OEM) scheduled maintenance cycles for severe driving conditions. Maintenance shall not be deferred due to shortage of operable vehicles, nor shall service be curtailed for the purpose of scheduled maintenance.

6.1.4 Tires

No vehicle shall be allowed to perform service under the contract with an active TPMS warning light, or with tire pressure outside the vehicle or tire manufacturer's specified range or with tread depths less than the tire manufacturer's recommendations.

6.1.5 Vehicle Cleaning & Washing

All vehicles providing service under this CONTRACT shall be maintained in a clean and neat condition at all times. CONTRACTOR shall maintain an up-to-date record of all washings and major cleanings. Said records shall be made available to County Connection upon request. Vehicle may be removed from service by County Connection for unacceptable appearance.

Exteriors of all vehicles shall be washed at least weekly and as required to maintain a clean, inviting, professional appearance and in no event less than once per week. Exterior washing shall include van the vehicle body (front, back, sides, and roof), all windows, and wheels. Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts and door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance.

Vehicle interiors shall be cleaned of all litter or debris, swept, and dusted daily. High-touch surfaces, such as stanchions, and grab rails shall be wiped down daily. Vehicles shall be thoroughly washed and mopped at least weekly including all windows, seats, floors. Ceilings and walls shall be thoroughly cleaned at least once per month or more often if necessary. Destination sign interior glass shall be cleaned as necessary to maintain a clean appearance and maximize visibility. Interior panels, windows and upholstery shall be cleaned of marks, as necessary, and any graffiti shall be removed upon discovery. Unless otherwise approved by County Connection, there are to be no advertisements, posters, stickers, or other unauthorized materials placed on vehicles.

6.1.6 Vehicle Standards Specific to Subcontractors

SUBCONTRACTOR vehicles are subject to the same fundamental requirements as County Connection or LAVTA-provided or CONTRACTOR-owned vehicles, including but not limited to:

- SUBCONTRACTOR vehicles shall be maintained at all times in a safe and operable condition, including all safety and accessibility features. In accordance with §6.1 no SUBCONTRACTOR vehicle with a damaged or malfunctioning lift or ramp shall be allowed to perform service under this CONTRACT.
- SUBCONTRACTOR vehicles shall be kept clean (interior and exterior) in order to present a professional and reassuring appearance to riders.
- SUBCONTRACTOR vehicles shall be inspected daily and are subject to inspection by County Connection and LAVTA without notice.
- At a minimum, SUBCONTRACTOR vehicles shall not be allowed to perform service under this contract, unless equipped with:
 - Current registration & proof of insurance
 - Fire extinguisher with current certification & Emergency reflectors in working order
 - AVL equipment with speed monitoring
 - Onboard cameras with sound recording

6.2 Maintenance of County Connection & LAVTA Provided Vehicles

All repairs to County Connection or LAVTA-owned vehicles provided under the CONTRACT shall be performed by CONTRACTOR or by other vendors and suppliers approved by County Connection or LAVTA as appropriate.

CONTRACTOR, at its sole cost and expense, shall provide all towing, repairs, parts, and labor, necessary to maintain all vehicles and equipment provided by County Connection and LAVTA under this CONTRACT, except as noted below.

CONTRACTOR shall complete and maintain individual work orders for all repairs to vehicles provided under this CONTRACT, in a form to be approved by County Connection and LAVTA, including materials, parts, and labor consumed.

6.2.1 Contractor Acceptance of Provided Vehicles

CONTRACTOR shall acknowledge receipt of the vehicles listed in Attachment F and all vehicles subsequently added to the fleet and that said vehicles have been received in good condition and working order. County Connection reserves the right to reassign any of these vehicles to other services not operated by the CONTRACTOR.

Upon delivery or handover of County Connection and LAVTA provided vehicles to the CONTRACTOR, the CONTRACTOR shall inspect all such vehicles and note any deficiencies, which shall be reported immediately to the providing PARTY and shall be repaired, mitigated, or otherwise addressed in accordance with the template vehicle lease agreement included in Attachment K.

6.2.2 Daily Inspection of Provided Vehicles

DVIRs for vehicles provided by County Connection or LAVTA are subject to the requirements of §6.1.2 Daily Vehicle Inspections, with the following additions:

- DVIRs shall be reviewed by maintenance staff at the end of each service-day, and identified defects shall be repaired in accordance with §6.2.2
- DVIR forms for County Connection and LAVTA-provided vehicles shall be retained by CONTRACTOR for the duration of the CONTRACT, including any exercised option terms. CONTRACTOR may retain DVIR forms in scanned or digital format, provided that a complete file is maintained for each vehicle. DVIR files shall be transferred to County Connection and LAVTA at the conclusion of the contract, per §8.2 Hand-Off.

6.2.3 Preventive Maintenance of Provided Vehicles

CONTRACTOR'S mechanical maintenance program shall adhere to the Original Equipment Manufacturer (OEM) recommended Preventive Maintenance (PM)

schedules for all vehicles provided by County Connection or LAVTA under the CONTRACT.

CONTRACTOR shall maintain a complete PM defects log for all vehicles provided by County Connection or LAVTA under this CONTRACT, cross-referenced to the associated work order required above. Such records shall be made available to County Connection and LAVTA for inspection at any time. CONTRACTOR shall not defer maintenance due to shortage of maintenance staff or operable vehicles, nor curtail service for the purpose of performing scheduled maintenance. See also §7.4 Maintenance Specific Reports.

6.2.4 Parts, Fluids & Consumables for Provided Vehicles

CONTRACTOR shall use only OEM parts (or approved equivalent) for the maintenance of all County Connection and LAVTA-provided vehicles. Except as noted below, Contractor at its sole cost and expense shall procure all parts, fluids, consumables, and shop supplies necessary for the proper maintenance of vehicles provided by County Connection and LAVTA under the CONTRACT.

6.2.4.1 Major System Components

The cost of major system components with an aggregate parts value exceeding \$2,000, per repair event may be eligible for passthrough, at actual cost, subject to prior written approval. Labor is not eligible for passthrough. Major systems include engines, transmissions, wheelchair lifts, air conditioners, and other systems such as County Connection may designate in writing. A repair event is the diagnosis and correction of a single defect or failure. See also §7.4 Maintenance Specific Reports and §6.2.6 Warranty Repairs

6.2.4.2 Tires for Provided Vehicles

At its sole cost and expense, the contractor shall maintain tires for all County Connection-provided vehicles in good condition at all times. The manufacturer, make and model of tires used for County Connection owned vehicles are subject to County Connection's approval.

County Connection obtains its tires through a lease agreement with Goodyear, which is not subject to amendment at the present time. However, when the current tire lease agreement expires (December 31, 2027), County Connection may be open to exploring a joint lease agreement that includes tires for County Connection-provided LINK vehicles.

6.2.5 In-Service Mechanical Failures

The CONTRACTOR shall respond promptly to all in-service vehicle breakdowns or requests for mechanical assistance pertaining to vehicles provided by County Connection or LAVTA.

The CONTRACTOR at its sole cost and expense shall provide all necessary towing for vehicles provided by County Connection or LAVTA, using vendors approved by County Connection.

The contractor shall maintain a log of all requests for maintenance assistance in the field (i.e. “road calls”) which shall include but not necessarily be limited to: the date and time of the request, the time the technician arrived on scene (if applicable), the nature of the reported problem or malfunction, immediate actions taken to mitigate the reported problem (i.e. towed back to yard, replaced tire, etc.), and any follow-up actions taken or planned. Where a road call results in a vehicle repair, the log entry shall be cross-referenced to the associated work order. See also §7.4 Maintenance Specific Reports.

6.2.6 Warranty Repairs

CONTRACTOR shall be familiar with vehicle and equipment warranties applicable to County Connection or LAVTA provided vehicles and shall comply with all warranty provisions in the conduct of its maintenance functions. CONTRACTOR shall diligently pursue any applicable manufacturer, distributor, or vendor warranty covering County Connection or LAVTA provided vehicles, equipment, or major system components, and shall promptly submit and process all warranty claims for which such vehicles, equipment, or components remain eligible. Costs for repair of a major system component under §6.2.4.1 Major System Components are not eligible for passthrough where the component qualifies for manufacturer warranty coverage, unless CONTRACTOR provides documentation, satisfactory to County Connection, establishing that the failure is not covered by an applicable warranty.

6.2.7 Cleaning & Washing of Provided Vehicles

All conditions of 6.1.5 are applicable to County Connection and LAVTA provided vehicles. In addition, all County Connection and LAVTA provided vehicles shall be washed weekly, or more often as necessary to keep them clean of dust, mud, road grit, etc. CONTRACTOR shall make use of the County Connection’s vehicle bus wash facilities for exterior washing of vehicles staged at the County Connection yard, or LAVTA’s bus wash for vehicles staged at the Atlantis Ave yard. Days times and conditions of access to the County Connection and LAVTA bus wash facilities is subject to the approval of County Connection and LAVTA respectively. In the event

that either bus wash is inoperable or unavailable, the CONTRACTOR shall arrange for the exterior cleaning of the vehicles, which includes certification of the method and/or SUBCONTRACTOR captures and recycles wastewater, soaps, and contaminants in accordance with 6.4 Environmental Compliance.

6.2.8 Fueling of Provided Vehicles

CONTRACTOR is responsible for fueling of all vehicles provided under the CONTRACT. Fuel is a pass-through cost and should be included as a separate invoice line-item for each program, with appropriate supporting documentation.

CONTRACTOR shall purchase fuel required for the operation of all County Connection vehicles using a system that accurately records purchase of all fuel by CONTRACTOR for billing purposes and that will allow County Connection to reconcile all fuel transactions by date and vehicle number.

While all current County Connection-provided vehicles use unleaded gasoline it is important to realize that within the life of the contract, some vehicles may be transitioned to other fuel types. If and when other fuel types are introduced, County Connection and LAVTA will work with the CONTRACTOR to identify a viable alternative fueling option.

6.2.9 Return of Provided Vehicles

At the end of the contract period, CONTRACTOR shall return all vehicles provided by County Connection or LAVTA in good working order, less reasonable wear and tear, and shall, at its sole expense, repair or replace any vehicle damaged or lost due to collision, negligence, abuse, vandalism, or other like cause. County Connection may have an inspection of the vehicle performed by an independent party. The cost of all repairs identified in said inspection shall be deducted from the CONTRACTOR'S final payment.

6.3 Maintenance of County Connection & LAVTA Provided Tools & Shop Equipment

CONTRACTOR shall maintain all County Connection and LAVTA provided tools and shop equipment in safe and proper working condition. Vehicle lifts shall be inspected at least annually by a qualified lift inspector, consistent with the ANSI/ALI ALOIM standard for lift operation, inspection, and maintenance. CONTRACTOR shall maintain records of all such inspections, as well as any other required equipment calibration or certification, and shall make such records available to County Connection and LAVTA upon request.

6.4 Environmental Compliance

"Applicable Environmental Laws" means any and all laws concerning the protection of human health and the environment which include, but will not be limited to, the

Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1471 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; as they have been or will be amended from time to time, and the regulations implementing such statutes; and any similar state, county, municipal or other local laws and ordinances concerning the protection of human health and the environment and the regulations implementing such statutes.

"Hazardous Substance(s)" means any substance, material, chemical or waste that is or will be listed or defined as hazardous, toxic, or dangerous under any Applicable Environmental Law, or any petroleum products, or any substance, material, chemical or waste which is or may become, directly or indirectly, by chemical reaction or otherwise, hazardous, toxic, or dangerous to life, health, property, or the environment by reason of toxicity, flammability, explosiveness, corrosively or any other reasons.

In performing maintenance obligations included under the CONTRACT, CONTRACTOR shall be responsible for the proper storage, handling, use, transportation, and disposal of all Hazardous Substances in accordance with Applicable Environmental Laws, including without limitation, all lubricants, solvents, motor oil and other petroleum products. CONTRACTOR shall only dispose of such materials at facilities which are permitted or licensed in accordance with Applicable Environmental Laws. Furthermore, in the event that CONTRACTOR engages the services of a disposal company for the transportation and disposal of any Hazardous Substances, CONTRACTOR shall ensure that such company is properly licensed and that it transports and disposes of Hazardous Substances in accordance with the terms of this Contract. CONTRACTOR shall maintain procedures for its employees and any SUBCONTRACTORS who handle Hazardous Substances and shall retain records regarding compliance with the responsibilities contained herein.

7. REPORTING REQUIREMENTS

All CAD/AVL data and other operating records related to programs included under this CONTRACT are the property of County Connection and will be provided to County Connection on demand. All such records relating to Wheels Dial-A-Ride will also be provided to LAVTA on demand. As County Connection's and LAVTA's information requirements change, the contractor shall assist County Connection and LAVTA in implementing revised data collection procedures and methods.

The contractor shall collect and report operating and financial data to County Connection and LAVTA in accordance with California Public Utilities Code, Chapter 4, §99243 et. seq. and the California Administrative Code, Title 21, Chapter 3, Subchapter 2. The contractor shall assist County Connection and LAVTA in any audit/review conducted by the FTA, MTC, Caltrans, CHP, or other oversight agency. All records of work performed under this CONTRACT shall be kept in

accordance with County Connection's records retention policy during the CONTRACT term and as required following termination or expiration of the CONTRACT.

The CONTRACTOR shall maintain all financial records related to this CONTRACT in accordance with Generally Accepted Accounting Principles.

7.1 Accident & Incident Notifications & Reporting

The CONTRACTOR shall immediately notify County Connection of all accidents and serious incidents. For accidents and serious incidents involving Wheels DAR riders, or occurring within the LAVTA service area, or affecting Wheels Dial A Ride service, LAVTA shall also be notified immediately. Immediate notification means no more than one hour after the event occurred. Notifications will be made according to protocols established by County Connection and LAVTA in consultation with the CONTRACTOR. See also §3.5.1 Accident & Incident Communications

Events requiring immediate notification include, but are not necessarily limited to:

- Any accident involving a vehicle providing service under the CONTRACT, regardless of ownership
- Any passenger injury, wheelchair tip over, or slip & fall
- Any staff injury
- Any event requiring a request for assistance from police or other emergency services
- Any power, phone, internet, or server outage affecting service under the CONTRACT or County Connection or LAVTA provided facilities or equipment
- Any unusual occurrence such as a major traffic jam, severe weather, labor disruption, or emergency that causes or may be likely to cause significant service disruption

Following immediate notification, preliminary written reports shall be provided within 24 hours of the event, in a format acceptable to County Connection and LAVTA. Follow-up written reports shall be provided promptly as they become available.

7.2 Invoices

Invoices shall be submitted by the 10th day of each month, for the prior month. A separate invoice shall be submitted for each of the programs and services included in §2 Included Programs & Services. County Connection and LAVTA reserve the right to specify all invoice formats.

Each invoice will include the following line items:

- Fixed Cost
- Hourly Cost (broken down by billable hours x rate)

- Fuel Cost (with calculation provided)
- Deduction for fare credit
- Eligible Incentives Claimed
- Other adjustments as needed

All invoices shall be supported by such documentation and reports as may be required by County Connection and LAVTA. Unless otherwise requested by County Connection or LAVTA, invoice packets shall include all monthly reports. Eligible incentives shall be included by the CONTRACTOR as individual line items on the relevant invoices and shall be supported by appropriate documentation. Assessable disincentives and liquidated damages (set forth in Sections 9.1 and 9.2) will be applied by County Connection as invoice adjustments.

County Connection will endeavor in good faith to pay all allowable invoices submitted by the contractor within 30 days of receipt.

7.3 General Reporting Standards

The following constitute general subject areas and schedules for delivery of reports. After award of the CONTRACT, County Connection and LAVTA in coordination with the Contractor, will determine what exact metrics and timelines are needed. County Connection and LAVTA reserve the right to waive or alter reporting standards as needed to ensure full and accurate data gathering. All reports shall be regarded as supportive documentation of the contractor's monthly invoices.

7.3.1 Daily Reports

Daily reports shall be submitted each weekday morning for the prior service day and/or the coming service day. Reports for Friday, Saturday, and Sunday shall be submitted on Monday mornings. Typical daily reports may include:

- The number of trips scheduled, performed, no-showed, missed, etc.
- The number of same-day "go backs" requested and performed
- The number of CONTRACTOR and SUBCONTRACTOR drivers scheduled, and the number of call-offs
- The number of contractor and subcontractor routes in service and the number of late pullouts (with reason for late pullout)
- Any incidents, accidents, or noteworthy events recorded or anticipated
- The number of trips performed by Road Supervisors or other "non-revenue" staff

7.3.2 Weekly Reports

Weekly reports shall be submitted on a day to be specified by County Connection and LAVTA for the prior week or the coming week as appropriate. Reports for the coming week shall be submitted on Monday morning unless otherwise requested by County Connection or LAVTA. Typical weekly reports may include:

- Weekly call center staff schedule/roster
- Weekly Road Supervisors schedule/roster
- Vehicle assignment/utilization report
- Summary of road calls and towing
- Updates & police reports from previously reported incidents & accidents
- Planned key management absences with coverage plans

7.3.3 Monthly Reports

Typical monthly reports may include:

- Monthly operating statistics and supporting trip data (trip counts, NTD revenue/deadhead hours & miles, OTP, productivity, very late & missed trips, transfer trips performed, etc.)
- General Manager's report (overview of service goals, trends, hiring/retention issues, etc.)
- Operations/Assistant General Manager's report (updated staff seniority lists, IT support tickets submitted and outcomes, overview of driver call offs/attendance, meetings held or planned with day program/center staff, customer service investigations & responses, etc.)
- Maintenance Manager's report (updated fleet list with vehicle mileages, completed road call reports, PM compliance reports, fuel reports, tires report, recalls & warranty claims, etc.)
- Safety & Training Manager's report (new hires trained/drivers re-trained, monthly safety meeting minutes & attendance lists, Road Supervisors' field observation & ride-check reports, gate check logs, completed accident reports with preventable/non-preventable determinations, reports of any staff or passenger injuries or claims, etc.)
- Fare reconciliation report
- Pre-paid customer accounts report

7.3.4 Quarterly & Semi-Annual Reports

Typical quarterly and semi-annual reports may include:

- DBE reports
- ADA compliance reports
- Drug & alcohol program reports
- CHP inspection reports

- Employee incentive program reports
- Actual O&M costs

7.3.5 Annual Reports

Annual reports include:

- Drug and alcohol MIS reports
- EEO reports
- NTD reports

7.3.6 Ad-Hoc Reports & Requests for Information

Both County Connection and LAVTA are legally mandated “full reporters” to the National Transit Database (NTD) and are subject to a wide range of other Federal, State, Regional, and Local reporting requirements covering all aspects of their programs and services including the programs and services provided under this CONTRACT. In addition, both County Connection and LAVTA coordinate closely with neighboring transit operators, local and regional planning agencies, and other partner institutions, often including extensive data sharing and analysis. The contractor shall provide in a timely and accurate manner such information, data, records, etc. as County Connection and LAVTA may deem necessary.

Where providing requested information requires substantial analysis, report development, or other administratively demanding work not already included in the CONTRACTOR’s normal operations, the CONTRACTOR will work cooperatively with County Connection and LAVTA to achieve the needed outcome at the most reasonable cost.

7.4 Maintenance Specific Reports

- Fleet Maintenance Summary, by vehicle – including vehicle mileage, and vehicle miles since last preventive maintenance inspection, PM defects Identified & repaired, vehicle repairs and costs, vehicle fuel and lubricants consumption, vehicle road calls, accident repairs/unscheduled maintenance, etc.
- PM Compliance Report
- Parts used, by vehicle, with prices. Copies of vendor invoices shall be provided upon request.
- Repair-vs-replacement cost analysis, vendor invoices, and completed repair work orders for any major system components approved for pass-through per 6.2.4.1
- Warranty Claims report – eligible, pursued, obtained, denied, with associated labor costs.

- Semiannual fleet summary listing each vehicle; vehicle mileage; vehicle year-to-date total miles; vehicle year-to-date fuel consumption and miles per gallon; vehicle year-to-date maintenance cost and cost per mile; total road calls and miles per road calls; major component overhauls, rebuilds and replacements by vehicle; and CONTRACTOR'S summary of maintenance problems, particularly components with high incidences of in-service failures, and steps taken or recommendations to reduce such problems and in-service failures.

7.5 Public Records & Records Retention

Both County Connection and LAVTA are public agencies bound by the terms of the Ralph M. Brown Act, located at California Government Code §54950 et. seq. and other open government "sunshine" ordinances. As such, all records held by County Connection and LAVTA are subject to public disclosure, with extremely limited exceptions.

8. SERVICE TRANSITION PLANS

To ensure seamless continuity of operations before, during, and after the contract period, the CONTRACTOR shall adhere to its start-up and hand-off transition plans.

8.1 Start-Up Plan

Proposals shall include a transition plan and a schedule setting forth the sequence of events with associated requirements and projected milestone dates to be undertaken from the point of contract award through the first month of system operations. Startup plans shall include:

- Staff onboarding and training plans/schedule
- Drug & Alcohol/DMV pull-notice enrollment
- Vehicle & facility inspections/acceptance requirements & schedule
- Suggested communication (content & timeline) to riders about the transition, consistent with §3.6 Communication & Marketing Support
- Proposed pre-Transition/Readiness Review meeting schedule

County Connection and LAVTA anticipate a contract award date in the first quarter of 2027. Regardless of actual award date, the new contract start date will be July 1, 2027.

8.2 Hand-Off Plan

Proposals shall include a hand-off plan and a schedule setting forth the sequence of events and associated requirements proposed to be undertaken during the last three to six months of the contract term, in preparation for transition to operation of the succeeding CONTRACT, anticipated to begin operation no earlier than July 1, 2030, and no later than July 1, 2032.

9. PROGRAM & CONTRACT OVERSIGHT

The County Connection Director of ADA and Specialized Services is responsible for administering the Contract, including the monitoring and evaluation of service quality and approval of all invoices. Day-to-day communications regarding the contract performance shall be between the CONTRACTOR's General Manager and County Connection's Manager of Accessible Services. To ensure optimal coordination, LAVTA's accessibility staff may also communicate directly with the CONTRACTOR where specific matters related to Wheels Dial A Ride service are concerned.

County Connection and LAVTA will evaluate CONTRACTOR performance against the standards established in the CONTRACT. Following each applicable reporting period, County Connection and LAVTA will calculate and assess disincentives, and liquidated damages separately for each service included in the CONTRACT. The CONTRACTOR will be responsible for calculating and claiming any eligible incentives. Claimed incentives will be paid, and disincentives and liquidated damages assessed, through the regular invoicing process, described in Section 7.2. Following assessment of incentives or liquidated damages, the CONTRACTOR shall have ten (10) business days to dispute the assessment in writing, accompanied by sufficient documentation to reasonably demonstrate why the assessment should be reduced or waived. County Connection and LAVTA will review any timely submitted information and make the final determination. Finalized Disincentives and Liquidated Damages may be deducted from amounts otherwise payable to CONTRACTOR or applied to a subsequent invoice. Assessment of disincentives or liquidated damages does not relieve the CONTRACTOR of its obligation to correct the underlying performance deficiency.

9.1 Incentives & Disincentives

CONTRACTOR shall strive at all times to provide service in a manner that will maximize productivity and at the same time maximize customer service. Recognizing that the goals of high productivity, customer service excellence, and other service priorities must be balanced, the CONTRACT includes specific Incentives that are intended to be attainable by CONTRACTOR, as well as Disincentives that are intended to motivate the CONTRACTOR to maintain established service standards.

- On-Time Performance – the performance standard for combined pickup and drop-off OTP is 95%. For every 2% by which delivered OTP exceeds the standard, the CONTRACTOR shall be eligible for a \$500 monthly incentive. For every 2% by which delivered OTP falls short of the standard, County Connection and LAVTA may assess a disincentive of (\$500).

Status	Incentive	On-Time %	Disincentive
Exceeds Standard	\$ 1,000.00	≥99.0%	N/A
Exceeds Standard	\$ 500.00	≥97.0%	N/A
Meets Standard	N/A	≥95.0%	N/A
Below Standard	N/A	<95.0%	\$ (500.00)
Below Standard	N/A	≤93.0%	\$ (1,000.00)

- Productivity – the performance standard for County Connection LINK and Wheels DAR productivity is 1.8 registered riders per billable service hour. For every 0.1 registered riders per billable service hour by which delivered productivity exceeds the standard, the CONTRACTOR shall be eligible for a \$500 incentive, up to a maximum of \$1,000. For every 0.1 registered riders per billable service hour by which delivered productivity falls short of the standard, County Connection and LAVTA may assess a disincentive of (\$500).

Status	Incentive	Riders/Hr.	Disincentive
Exceeds Standard	\$ 1,000.00	≥2.0	N/A
Exceeds Standard	\$ 500.00	≥1.9	N/A
Meets Standard	N/A	≥1.8	N/A
Below Standard	N/A	<1.8	\$ (500.00)
Below Standard	N/A	≤1.7	\$ (1,000.00)

- Call Center Performance – the performance standards for call center availability are: ≥92% of incoming calls answered within 120 seconds, AND ≥95% of incoming calls answered within 240 seconds, AND ≤5% of incoming calls abandoned (at 90 seconds). For every 1% of incoming calls by which delivered call center performance exceeds all standards for a given month, the CONTRACTOR shall be eligible for a \$500 incentive. For every 1% of incoming calls by which delivered call center performance falls short of any standard, County Connection and LAVTA may assess a disincentive of (\$200).

Status	Incentive	SLA% @ 120 Sec.	Disincentive
Exceeds Standard	\$ 500.00	≥94.0%	N/A
Exceeds Standard	\$ 250.00	≥93.0%	N/A
Meets Standard	N/A	≥92.0%	N/A
Below Standard	N/A	<92.0%	\$ (250.00)
Below Standard	N/A	≤91.0%	\$ (500.00)

Status	Incentive	SLA% @ 240 Sec.	Disincentive
Exceeds Standard	\$ 500.00	≥97%	N/A
Exceeds Standard	\$ 250.00	≥96%	N/A
Meets Standard	N/A	≥95%	N/A
Below Standard	N/A	<95%	\$ (250.00)
Below Standard	N/A	≤94%	\$ (500.00)

Status	Incentive	% Abandoned	Disincentive
Exceeds Standard	\$ 500.00	≤3.0%	N/A
Exceeds Standard	\$ 250.00	≤4.0%	N/A
Meets Standard	N/A	≤5.0%	N/A
Below Standard	N/A	>5.0%	\$ (250.00)
Below Standard	N/A	≥6.0%	\$ (500.00)

- Complaints per 1,000 Trips – the performance standard for complaints is ≥1.5 valid complaints per 1,000 trips provided. For every 0.5 complaints per 1,000 trips by which delivered performance exceeds the standard, the CONTRACTOR shall be eligible for an incentive of \$500. For every 0.5 complaints per 1,000 trips by which performance falls below the standard, County Connection and LAVTA may assess a disincentive of (\$500).

Status	Incentive	Complaints/1k Trips	Disincentive
Exceeds Standard	\$ 1,000.00	≤0.5	N/A
Exceeds Standard	\$ 500.00	≤1.0	N/A
Meets Standard	N/A	≤1.5	N/A
Below Standard	N/A	>1.5	\$ (500.00)
Below Standard	N/A	≥2.0	\$ (1,000.00)

- Overall Customer Satisfaction – County Connection and LAVTA conduct annual surveys of County Connection LINK, One-Seat Ride and Wheels DAR customers' overall satisfaction with the services. The standard for customer satisfaction shall be ≥93.0% of surveyed customers rating their overall sentiment toward the service provided as satisfied or very satisfied. For every 2.0% by which respondents' satisfaction exceeds the standard, the CONTRACTOR shall be eligible for an incentive of \$1,000. For every 2.0% by which respondents' satisfaction falls short of the standard, County Connection and LAVTA may assess a disincentive of (\$1,000).

Status	Incentive	% Satisfied	Disincentive
Exceeds Standard	\$ 2,000.00	≥97.0%	N/A
Exceeds Standard	\$ 1,000.00	≥95.0%	N/A
Meets Standard	N/A	≥93.0%	N/A
Below Standard	N/A	<93.0%	\$ (1,000.00)
Below Standard	N/A	≤91.0%	\$ (2,000.00)

- **In-Service Mechanical Failures** – the quarterly performance standard for in-service mechanical failures (“road calls”) shall be ≥4.0 per 100,000 total service miles. For every 1.0 mechanical service failures per 100,000 total service miles by which delivered performance during the quarter exceeds the standard, the CONTRACTOR shall be eligible for an incentive of \$1,000. If the rate of mechanical road calls during the quarter exceeds 4.0 per 100,000 total service miles, and for each additional mechanical service failure per 100,000 total service miles, County Connection and LAVTA may assess a disincentive of (\$1,000).

Status	Incentive	Mech. Failures/100k Mi.	Disincentive
Exceeds Standard	\$ 2,000.00	≤2.0	N/A
Exceeds Standard	\$ 1,000.00	≤3.0	N/A
Meets Standard	N/A	≤4.0	N/A
Below Standard	N/A	>4.0	\$ (1,000.00)
Below Standard	N/A	≥5.0	\$ (2,000.00)

- **Preventable Accidents** – the quarterly performance standard for preventable accidents shall be ≤0.5 per 100,000 total service miles. For every 0.2 preventable accidents per 100,000 total service by which delivered performance during the quarter exceeds the standard, the CONTRACTOR shall be eligible for an incentive of \$1,000. If the rate of preventable accidents exceeds 0.5 per 100,000 total service miles, and for each additional 0.1 preventable accidents per 100,000 total service miles, County Connection and LAVTA may assess a disincentive of (\$1,000).

Status	Incentive	Preventables/100k Mi.	Disincentive
Exceeds Standard	\$ 2,000.00	≤0.1	N/A
Exceeds Standard	\$ 1,000.00	≤0.3	N/A
Meets Standard	N/A	≤0.5	N/A
Below Standard	N/A	>0.5	\$ (1,000.00)
Below Standard	N/A	≥0.6	\$ (2,000.00)

9.2 Liquidated Damages

For performance not delivered in accordance with contract requirements, County Connection and LAVTA incur additional expense; loss of confidence by system users; reputational damage to the programs; and other damages. Substandard system performance causes passengers to file complaints and make multiple calls to confirm that trips are properly booked and will arrive on time. For this reason, Liquidated Damages shall be assessed against the CONTRACTOR for failing to meet certain standards. Service failures that occur due to circumstances that are entirely beyond the CONTRACTOR or SUBCONTRACTOR's control will not be held against the CONTRACTOR.

- (1) For every verified occurrence of a missed trip or for each hour by which a pickup is performed late, County Connection and LAVTA may assess liquidated damages of \$100.
- (2) For every verified deficiency by which a vehicle in service does falls short of the requirements in §6.1 Vehicle Standards, County Connection and LAVTA may assess liquidated damages of \$50.
- (3) For every preventable injury to a passenger or member of the public, County Connection and LAVTA may assess liquidated damages of \$1,500.
- (4) For every failure to properly secure a wheelchair in a vehicle providing service under this contract, County Connection and LAVTA may assess liquidated damages of \$1,500.
- (5) For every verified trip denial, County Connection and LAVTA may assess liquidated damages of \$1,000.
- (6) For every verified report of the onboard time for a trip exceeding the fixed route travel time for a comparable trip taken on fixed-route transit by the lesser of 20% or 15 minutes, County Connection and LAVTA may assess liquidated damages of \$100.
- (7) For every verified report of a staff member in violation of the requirements in §4.4 Uniforms & Dress Code, or a driver in violation of §4.7.1.2 Driver Uniforms, County Connection and LAVTA may assess liquidated damages of \$25
- (8) For every late or incomplete report of an accident or serious incident, in violation of §3.5.1 Accident & Incident Communications, or §7.1 Incident & Accident Notifications & Reports, County Connection and LAVTA may assess liquidated damages of \$50 per day until all required reports are submitted.
- (9) For every late or inadequate complaint response in violation of §3.4.2 Customer Service Standards & Complaint Handling Procedures, County Connection and LAVTA may assess liquidated damages of \$25 per day until all requirements have been met.
- (10) For every late, inaccurate, or incomplete invoice, report, or requested data set, County Connection and LAVTA may assess liquidated damages of \$10 per report per day, until the required report or information is provided.
- (11) For every Key Management Vacancy exceeding 30 days in violation of §4.5.5 Key Management Vacancies, County Connection and LAVTA may deduct from the

CONTRACTOR's monthly invoice the pro-rata cost of the vacant position as listed on the price sheets attached to the CONTRACT.

- (12) If any vehicle used to provide service under this contract is placed out of service or "red-tagged" following inspection by the CHP, County Connection or LAVTA, or any other entity having jurisdiction, County Connection and LAVTA may assess liquidated damages of \$200 per day until all defects have been repaired, and the vehicle has been authorized to re-enter service by the inspecting entity.
- (13) For any other contract violation not otherwise specified, County Connection and LAVTA may assess liquidated damages of up to \$500 per occurrence, or up to \$100 per day until the violation is corrected.

9.3 Corrective Action Plan & Cure Notice

If the CONTRACTOR's performance regularly fails to meet the standards set forth in this contract, and County Connection and LAVTA determine that the failure warrants formal corrective action beyond the incentives, disincentives, and liquidated damages described above, County Connection may issue a written Cure Notice to the CONTRACTOR.

The Cure Notice will:

- (1) Identify the specific deficiency or deficiencies giving rise to the notice;
- (2) Reference the applicable CONTRACT provision(s) or performance standard(s) not met;
- (3) Require the CONTRACTOR to submit a written Corrective Action Plan (CAP) to the Director of ADA and Specialized Services within five (5) business days or receipt; and
- (4) State the date by which the deficiency(ies) must be fully cured (the "Cure Date"), as determined by County Connection and LAVTA.

At a minimum, the CAP shall identify:

- (1) the root cause of the deficiency(ies);
- (2) the specific corrective actions the CONTRACTOR will undertake to rectify them;
- (3) the individual(s) responsible for implementing each corrective action;
- (4) the proposed completion date of each corrective action and the CAP overall.

If the CONTRACTOR's proposed completion date falls after the stated Cure Date, the CONTRACTOR must separately request an extension of the Cure Date and receive written approval from County Connection. Approval of the CAP generally, shall not imply acceptance of a later completion date.

CONTRACTOR's failure to (i) submit an acceptable CAP within five (5) business days of the notice to cure, (ii) implement the CAP within the approved timeframe, or (iii) cure the deficiency by the Cure Date, may constitute grounds for County Connection to pursue Termination for Default under the CONTRACT, in addition to any other remedy available under the CONTRACT.

PART 3 — ATTACHMENTS AND EXHIBITS

The following exhibits and attachments are incorporated into this RFP by reference. Exhibits are forms the Proposer must complete and submit with its proposal. Attachments are reference documents provided by County Connection and LAVTA.

Exhibits — forms to be submitted with the proposal:

- Exhibit A — Form of Proposal
- Exhibit B — Cost Proposal Form
- Exhibit C — Identification of Prime Contractor and Subcontractors/Suppliers
- Exhibit D — Workforce Retention Declaration
- Exhibit E — Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Exhibit F — Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements
- Exhibit G — Certification for Federal Tax Liability and Recent Felony Convictions

Attachments — reference documents:

- Attachment A — County Connection LINK Service Area Policy
- Attachment B — LAVTA Service Area Policy
- Attachment C — Alamo Creek Shuttle Service Schedule
- Attachment D — Title VI & Limited English Proficiency Requirements
- Attachment E — Data Security & Records Requirements
- Attachment F — Provided Vehicle List
- Attachment G — Provided Tools & Shop Equipment List
- Attachment H — Collective Bargaining Agreement — ATU Local 1605
- Attachment I — Section 13(c) Labor Protections Agreement
- Attachment J — Agreement for Professional Services
- Attachment K — Vehicle Lease Agreement
- Attachment L — Facilities Use Agreement
- Attachment M — Indemnification & Insurance Requirements

EXHIBIT A — FORM OF PROPOSAL

COUNTY CONNECTION
CONCORD, CALIFORNIA

Submission Date:_____

The undersigned PROPOSER, herewith, submits a proposal on the Form of Proposal which is made a part hereof and binds itself an award by COUNTY CONNECTION under this proposal to execute a contract in accordance with its proposal, the contract documents and specifications attached hereto and the award. The contract documents and specifications and addenda, if any, are made a part of this proposal and all provisions contained therein are hereby accepted and all representations and warranties required thereby are hereby affirmed.

Company Name:_____

Having examined the contract documents and specifications referred to hereinabove and all conditions affecting the work, the undersigned PROPOSER hereby proposes and agrees to furnish all labor, materials, equipment, and any other services, including all costs and expenses associated herewith, which are necessary for the completion of the work for County Connection's RFP 2027-PT-01:

For RFP 2027-PT-01

Board of Directors
COUNTY CONNECTION
C/O John Sanderson, Director of ADA & Specialized Services
2477 Arnold Industrial Way
Concord, CA 94520

Name of PROPOSER:

Business Address:

Telephone Number:

email:

Contact Person:

Title:

1. General

1. The PROPOSER understands that it will be bound by its proposal as expressed on these forms if an award is made by COUNTY CONNECTION. The contract will be required to be in accordance with this proposal.

2. The Request for Proposals, including the Scope of Work and Addenda, if any, are made a part of this proposal.

3. The PROPOSER acknowledges that it has received the following Addenda:

Addendum #

4. The PROPOSER understands that COUNTY CONNECTION reserves the right to reject any or all proposals or to waive any informality or technicality in any proposal in the interest of COUNTY CONNECTION.

5. The PROPOSER has enclosed the following documents and completed forms:

- a. Form of Proposal (Exhibit A)
- b. Cost Proposal Form (Exhibit B)
- c. Identification of Prime Contractor and Subcontractors/Suppliers (Exhibit C)
- d. Workforce Retention Declaration (Exhibit D)
- e. Certification Re: Debarment, Suspension, Ineligibility and Voluntary Exclusion (Exhibit E)
- f. Certification Re: Lobbying, and Standard Form-LLL if applicable (Exhibit F)
- g. Certification for Federal Tax Liability and Recent Felony Convictions (Exhibit G)
- h. Levine Act disclosure, if required under Part 1 of this RFP

6. FIRM PROPOSAL: All proposals shall remain in effect for one hundred twenty (120) days from the deadline for proposals to be submitted and may not be withdrawn.

Name under which Proposer conducts business:

Business Address:

Telephone: _____ email: _____

IF SOLE OWNER, Execute here

I sign as sole owner of the business named above:

By:

Title:

Date:

IF PARTNERSHIP, Execute here

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

By:

Title:

Date:

IF CORPORATION, Execute here

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

Corporation Name:

By:

Title:

Date:

By:

Title:

Date:

Incorporated under the laws of the State of:

IF JOINT VENTURE, Execute here

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

Joint Venture Name Composed of:

By:

Title:

Date:

By:

Title:

Date:

Proposal packages for RFP 2027-XX-## shall be submitted via Bonfire no later than 4:00 P.M. on October 30, 2026, at: [bonfire link]

EXHIBIT B — COST PROPOSAL FORM

Proposers shall complete a pricing sheet for each year of the three (3) year base term. Pricing shall be stated in three components: (1) a monthly fixed fee covering all fixed costs; (2) an hourly rate per vehicle service hour for each program; and (3) pass-through costs, which shall be reimbursed at actual cost with supporting invoices. Estimated annual vehicle service hours are provided for evaluation purposes only, are based on Fiscal Year 2026 actuals where noted, and are not a guarantee of volume.

Contract Year 1 — July 1, 2027 through June 30, 2028

Cost Component	Est. Annual Vehicle Service Hours	Rate	Extended Amount
Monthly fixed fee (all programs)	12 months	\$ _____ /month	\$ _____
County Connection LINK (incl. BART ADA)	71,000	\$ _____ /hour	\$ _____
Wheels Dial-A-Ride	18,000	\$ _____ /hour	\$ _____
One-Seat Ride	23,500	\$ _____ /hour	\$ _____
Non-Emergency Medical Transportation	_____	\$ _____ /hour	\$ _____
Alamo Creek Shuttle	_____	\$ _____ /hour	\$ _____
Mutual aid and special transportation services	As authorized	\$ _____ /hour	\$ _____
Total Year 1 (excluding pass-through costs)			\$ _____

Contract Year 2 — July 1, 2028 through June 30, 2029

Cost Component	Est. Annual Vehicle Service Hours	Rate	Extended Amount
Monthly fixed fee (all programs)	12 months	\$ _____ /month	\$ _____
County Connection LINK (incl. BART ADA)	71,000	\$ _____ /hour	\$ _____
Wheels Dial-A-Ride	18,000	\$ _____ /hour	\$ _____
One-Seat Ride	23,500	\$ _____ /hour	\$ _____

RFP No. 2027-PT-01 Part 3 – Attachments & Exhibits
Exhibit Cost Proposal Form

Non-Emergency Medical Transportation	_____	\$ _____/hour	\$ _____
Alamo Creek Shuttle	_____	\$ _____/hour	\$ _____
Mutual aid and special transportation services	As authorized	\$ _____/hour	\$ _____
Total Year 2 (excluding pass-through costs)			\$ _____

Contract Year 3 — July 1, 2029 through June 30, 2030

Cost Component	Est. Annual Vehicle Service Hours	Rate	Extended Amount
Monthly fixed fee (all programs)	12 months	\$ _____/month	\$ _____
County Connection LINK (incl. BART ADA)	71,000	\$ _____/hour	\$ _____
Wheels Dial-A-Ride	18,000	\$ _____/hour	\$ _____
One-Seat Ride	23,500	\$ _____/hour	\$ _____
Non-Emergency Medical Transportation	_____	\$ _____/hour	\$ _____
Alamo Creek Shuttle	_____	\$ _____/hour	\$ _____
Mutual aid and special transportation services	As authorized	\$ _____/hour	\$ _____
Total Year 3 (excluding pass-through costs)			\$ _____

Pass-Through Costs

Fuel for County Connection and LAVTA provided vehicles shall be submitted as a pass-through cost, reimbursed at actual cost with original invoices. Proposers shall identify below any other cost they propose to treat as a pass-through, together with the basis for that treatment. Costs not identified here and approved by County Connection will be treated as included in the fixed fee or hourly rates.

Proposed pass-through items:

Total Base Term Price (Years 1 through 3, excluding pass-through costs): \$ _____

Option year rates are not priced at this time. Adjustments to contract rates for any option term will be handled as provided in Part 1 of this RFP.

The undersigned certifies that the rates stated above include all labor, materials, taxes, insurance, profit, overhead, subcontractor costs, and all other costs necessary to perform the work, except for costs identified above as pass-through.

Firm Name: _____

Signature of Authorized Official: _____

Name and Title: _____ Date: _____

EXHIBIT C — IDENTIFICATION OF PRIME CONTRACTOR AND SUBCONTRACTORS/SUPPLIERS

Project Title: ADA Paratransit Operations & Maintenance & Related Services for FY2027-2028 through FY2029-2030

Proposer's Name: _____

Contract Amount:_____

Address: _____

Phone: _____

Email: _____

Owner or Contact: _____

Title: _____

Disadvantaged Business Enterprise (DBE) (Yes/No) _____ Age of Firm: _____

Annual Gross Receipts: _____

(optional)

List the following information for all subcontractors/suppliers that provided a bid, quote, or proposal to the Proposer. Attach additional sheets if required.

[illegible]

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) _____

EXHIBIT D — WORKFORCE RETENTION DECLARATION

In the performance of this CONTRACT, the Proposer and its subcontractors declare that they

☐ will ☐ will not (please check one)

retain the employees (as defined by California Labor Code Section 1071(d)) of the prior contractor or subcontractors, except for reasonable and substantiated cause, for a period of at least 90 days.

The successful contractor and subcontractors that declare they will retain such employees will be responsible for the duties and obligations provided in California Labor Code Section 1072, including making a written offer of employment to each employee to be retained, and if fewer employees are necessary under the new contract, retaining qualified employees by seniority within the job classification.

PROPOSER'S INFORMATION	
Name of the Firm	
Contact Name	
Title	
Signature	
Date	

EXHIBIT E — CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

(Pursuant to 49 CFR Part 29, Appendix B)

A. By signing and submitting this proposal, the PROPOSER is providing the signed certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The PROPOSER shall provide immediate written notice to County Connection if at any time the PROPOSER learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact County Connection for assistance in obtaining a copy of those regulations.

The PROPOSER agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the department or agency with which this transaction originated.

The PROPOSER further agrees by submitting this proposal that it will include the clause entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion,” as set out below in Subsection (B), in all subcontracts and in all solicitations for lower tier covered transactions as modified to identify the subcontractor.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by the U.S. General Services Administration.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge

and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transaction

The PROPOSER certifies, by submission of this proposal, that neither it nor its “principals,” as defined at 49 C.F.R. § 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If PROPOSER is unable to certify to the statements in this certification, PROPOSER shall attach an explanation to this proposal.

Firm Name: _____

Signature of Authorized Official: _____

Name and Title of Authorized Official: _____

Date: _____

EXHIBIT F — LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

(Pursuant to 49 CFR Part 20, Appendix A)

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

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.

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

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

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

The PROPOSER, _____, 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. § 3801, et seq. apply to this certification and disclosure, if any.

Signature of Authorized Official: _____

Name and Title of Authorized Official: _____

Date: _____

NOTE: Standard Form-LLL, Disclosure of Lobbying Activities, and its instructions are available at <https://www.grants.gov> and shall be submitted with this certification only if lobbying contacts described above have occurred.

EXHIBIT G — 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: _____

ATTACHMENT A — COUNTY CONNECTION LINK SERVICE AREA POLICY

Effective July 1, 2026

1. County Connection LINK is the Americans with Disabilities Act-required paratransit (ADA paratransit) service provided by the Central Contra Costa Transit Authority (County Connection), complementary to its fixed bus routes.
2. The County Connection LINK service area is divided into three overlapping “tiers” distinguished by their maximum distance from County Connection’s fixed routes:

- a. The **Mandated Service Area** is comprised of corridors with a width of three fourths ($\frac{3}{4}$) of a mile on either side of each County Connection fixed route, while that route is in operation.

Within the Mandated Service Area, County Connection LINK service will be provided in accordance with all ADA paratransit criteria specified at [49 CFR §37.131](#).

- b. The **Board-Adopted Service Area** is comprised of corridors with a width of one and one-half ($1\frac{1}{2}$) miles on either side of each County Connection fixed route, while that route is in operation.

County Connection LINK will continue to provide service to and from locations in the Board-Adopted Service Area on the same basis as service within the Mandated Service Area until and unless otherwise directed by the County Connection Board of Directors.

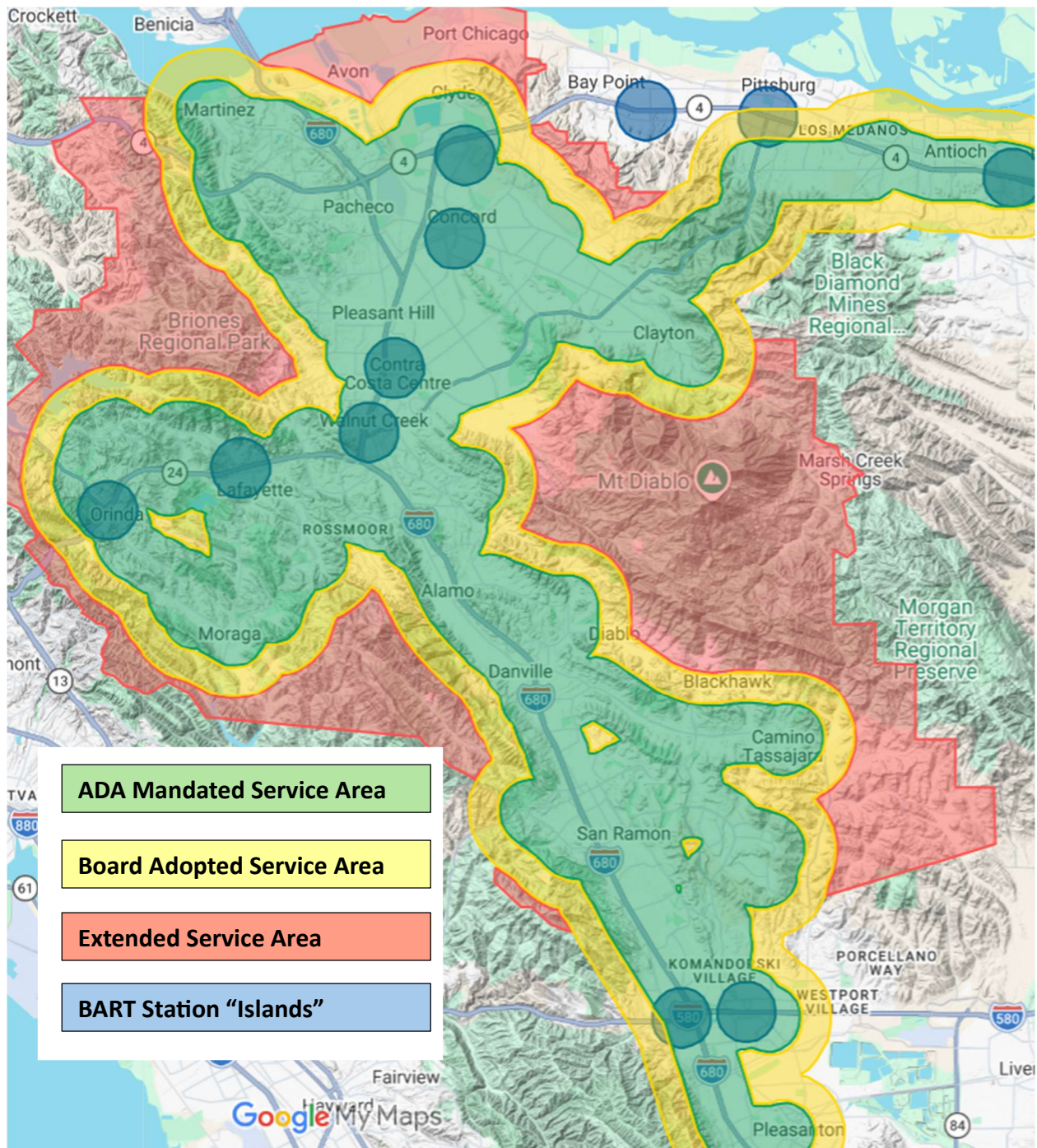
- c. The **Extended Service Area** is comprised of all portions of central Contra Costa County, regardless of date, time, or distance from the nearest County Connection fixed route.

County Connection LINK will continue to provide service to and from locations in the extended service area, established as of the effective date of this policy, until and unless otherwise directed by the County Connection Board of Directors.

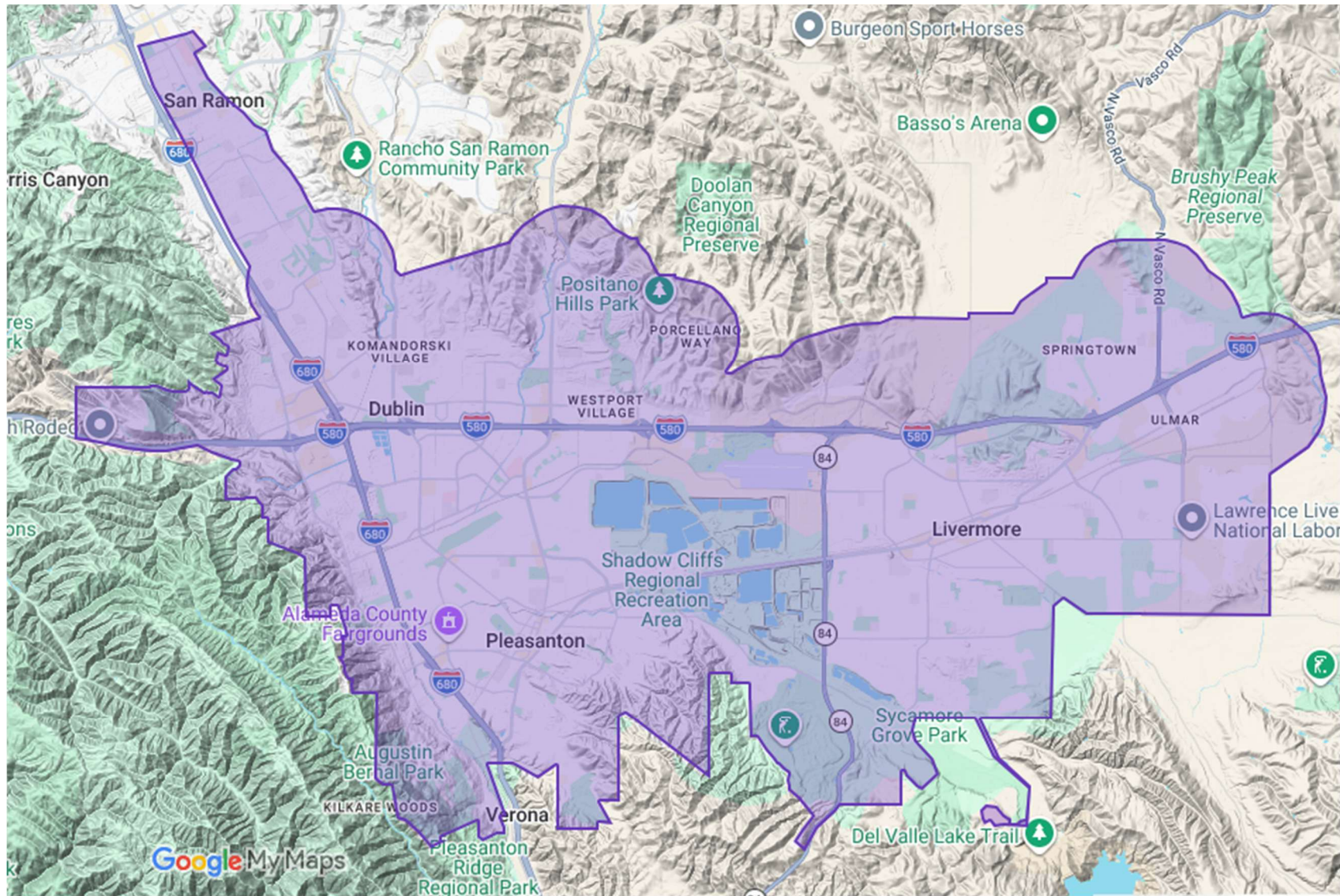
Requests for new County Connection LINK service to and from locations in the extended service area will be considered on a case-by-case basis and provided as directed by the County Connection Board of Directors.

3. The outer boundaries of the Mandated and Board-Adopted service areas are not static, but change by day and time, depending on the operating hours of each County Connection fixed route.

County Connection LINK Service Area Map



ATTACHMENT B — LAVTA SERVICE AREA MAP



ATTACHMENT C — ALAMO CREEK SHUTTLE SERVICE SCHEDULE

Alamo Creek Shuttle				Monday - Friday lunes a viernes			
to Walnut Creek BART				to Alamo Creek			
Leave Alamo Creek (A)	Safeway (B)	Danville Park-n-Ride (C)	Arrive Walnut Creek BART (D)	Leave Walnut Creek BART (D)	Danville Park-n-Ride (C)	Safeway (B)	Arrive Alamo Creek (A)
6:00 - 6:25	6:30	6:40	7:00	7:00	-	7:25	7:30
7:30 - 7:55	8:00	8:10	8:30	8:30	-	8:55	9:00
9:00 - 9:25	9:30	9:40	10:00 1	-	-	-	-
-	-	-	-	3:00	3:20	3:30	3:35 - 4:00
4:00	4:05	-	4:30	4:30	4:50	5:00	5:05 - 5:30
5:30	5:35	-	6:00	6:00	6:15	6:25	6:30 2

1 Bus does not return to Alamo Creek
El autobús no regresa a Alamo Creek

2 Bus does not return to Walnut Creek BART
El autobús no regresa a Walnut Creek BART

The Alamo Creek Shuttle is a free service to anyone traveling to and from the Safeway at Tassajara Crossing, Alamo Creek, Monterosso, and Ponderosa Colony housing developments. The shuttle will pick up at your door.

Call (925) 943-1829 for reservations.

Advance reservations can be made 7 days a week.

El Alamo Creek Shuttle es un servicio gratuito para cualquier persona que viaje hacia y desde Safeway en Tassajara Crossing, incluyendo los desarrollos de viviendas de Alamo Creek, Monterosso y Ponderosa Colony. El servicio de transporte es a domicilio.

Llame al (925) 943-1829 para hacer reservaciones.

Las reservaciones con anticipación se pueden hacer los 7 días de la semana.

CUSTOMER SERVICE
(925) 676-7500

Monday - Friday, 6:30 am - 6:30 pm
TTY/TDD 711

countyconnection.com

Effective Jan 14, 2024

County Connection
**Alamo Creek
Shuttle**

Free Route
Monday - Friday

ADMINISTRATIVE OFFICE

Monday - Friday, 8:00 am - 5:00 pm

2477 Arnold Industrial Way
Concord, CA 94520
(925) 676-1976

REAL-TIME INFORMATION

Online
countyconnection.com

Mobile App
Download the Transit app
Visit transitapp.com for more info



Text Message

Text "cccta" and your stop ID to 41411

REGIONAL TRANSIT INFO

Call 511
Visit 511.org



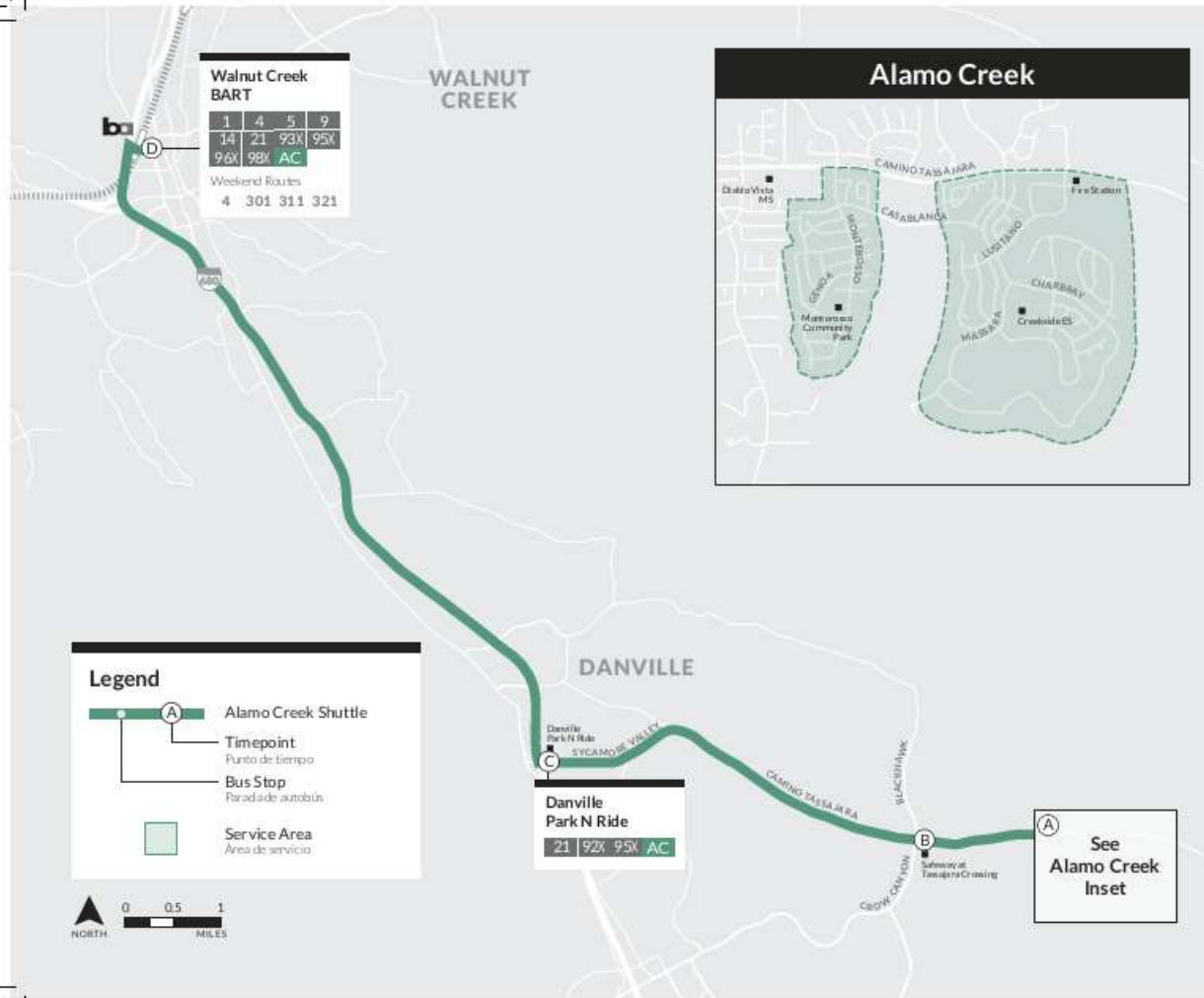
Follow us!

Alamo Creek/ Walnut Creek BART

- Alamo Creek
- Monterosso
- Ponderosa Colony
- Safeway at Tassajara Crossing
- Danville Park 'n Ride
- Walnut Creek BART

Subject to change
Sujeto a cambios

RFP No. 2027-PT-01 Part 3 – Attachments & Exhibits
Attachment C – Alamo Creek Shuttle Schedule



Fares

	Adult (19-64 yrs)	Youth (6-18 yrs)/ Clipper START	Senior (65+)/ Disabled
CLIPPER / Tarifas Clipper			
Single Ride Un viaje	\$2.00	\$1.00	\$1.00
Bus-to-Bus Transfer* Transferencia entre autobuses	Free Gratis	Free Gratis	Free Gratis
BART-to-Bus Transfer* Transferencia de BART al autobús	\$1.00	\$0.50	\$0.50
Day Pass Pase de día	\$3.75	\$3.75	\$1.75
31-Day Local Pass Pase local de 31 días	\$60.00	\$60.00	\$60.00
CASH / Efectivo			
Single Ride Un viaje	\$2.50	\$2.50	\$1.25

This route is free!
Esta ruta es gratuita!

* One free bus-to-bus transfer within 2 hours. Transfer is automatically applied.

Children under 6 ride free when accompanied by an adult.

To qualify for the Disabled fare, you must present one of the following forms of ID: RTC Discount Card, Medicare Card, DMV Placard ID, or Veterans Disability ID. To qualify for the Senior fare, you must present a state-issued photo ID with proof of age.

* Una transferencia gratuita de autobús a autobús dentro de 2 horas. La transferencia se aplica automáticamente.

Los niños menores de 6 años viajan gratis si van acompañados por un adulto.

Para calificar para la tarifa para discapacitados, debe presentar una de las siguientes formas de identificación: tarjeta de descuento de RTC, tarjeta de Medicare, identificación de matrícula del DMV o identificación de discapacidad de veteranos. Para calificar para la tarifa para adultos mayores, debe presentar una identificación con foto emitida por el estado con comprobante de edad.

ATTACHMENT D — DATA SECURITY & RECORDS REQUIREMENTS

DATA PRIVACY

The CONTRACTOR may have access to Personally Identifiable Information ("PII") in connection with the performance of the Agreement. PII is any information that identifies or describes a person or can be directly linked to a specific individual, including ridership and usage data. Examples of PII include, but are not limited to, name, address, phone or fax number, signature, date of birth, e-mail address, method of payment, payment card information, ridership, travel pattern data, Medi-Cal beneficiary and health plan enrollment data associated with NEMT trips, scheduling and reservation records, and trip data collected through the CAD/AVL system. COUNTY CONNECTION and LAVTA Personally Identifiable Information, or AUTHORITY PII, means any PII relating to the AUTHORITY's customers, consultants, subconsultants, contractors, subcontractors, directors, officers, employees, including permanent, temporary, and provisional employees, and agents, that is collected, owned, licensed, maintained, or accessed by CONTRACTOR in the course of performing the services under this Agreement.

The CONTRACTOR must ensure and maintain the confidentiality, security, safety, and integrity of all AUTHORITY PII, including physical, electronic, and procedural safeguards designed to prevent unauthorized access or use and protect against known or anticipated threats to the security or integrity of such data. This includes, but is not limited to, the secure transport, transmission and storage of AUTHORITY PII used or acquired in the performance of this Agreement. Notwithstanding the generality of the foregoing requirements, the CONTRACTOR will adhere to the following requirements concerning AUTHORITY PII:

A. The CONTRACTOR may not, except as authorized or required by law, reveal or divulge to any person or entity any AUTHORITY PII that becomes known to it during the term of this Agreement. The CONTRACTOR may not use or attempt to use any such information in any manner that may injure or cause loss, either directly or indirectly, to the COUNTY CONNECTION OR LAVTA.

B. The CONTRACTOR must maintain policies and programs that prohibit unauthorized disclosure of AUTHORITY PII and promote training and awareness of information security policies and practices. The CONTRACTOR must comply, and must cause its employees, representatives, agents, and subcontractors to comply, with such commercially and operationally reasonable directions as COUNTY CONNECTION OR LAVTA may make to promote the safeguarding or confidentiality of AUTHORITY PII.

C. The CONTRACTOR must conduct background checks for employees or subcontractors that have access to AUTHORITY PII or host AUTHORITY PII.

D. The CONTRACTOR must limit access to computers and networks that host AUTHORITY PII, including without limitation through user credentials and strong passwords, data encryption both during transmission and at rest, firewall rules, and network-based intrusion detection software.

E. The CONTRACTOR agrees to comply with the information handling and confidentiality requirements outlined in the California Information Practices Act (Civil Code sections 1798 et. seq.) and Civil Code Section 1798.81.5(b). In addition, the CONTRACTOR warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States, and the State of California relating to the handling and confidentiality of AUTHORITY PII, including the terms and conditions contained in this Section.

This Section will survive termination or expiration of this Agreement.

DATA SECURITY

The CONTRACTOR must provide those administrative, physical, and technical safeguards for protection of the security, confidentiality, integrity, and availability of AUTHORITY PII in accordance with ISO 27001 or SOC 2 Type II. In addition:

A. The CONTRACTOR agrees to properly secure and maintain any computer, hardware and software applications, or electronic media that it will use in the performance of this Agreement. This includes ensuring all security patches, upgrades, and anti-virus updates are applied to secure AUTHORITY PII that may be used, transmitted, or stored on such software in the performance of this Agreement.

B. The CONTRACTOR, its employees, agents, subcontractors, and consultants may not download or otherwise store any AUTHORITY PII onto any CONTRACTOR computer, desktop, laptop, thumb drives, disks, or other portable memory device without such data being encrypted.

C. The CONTRACTOR represents that its hosting environment is built upon a secure infrastructure, which undergoes examinations from an independent auditor. For added security, the CONTRACTOR, and its employees, agents, and subcontractors will use multi-factor authentication when accessing the infrastructure. In addition to the independent audit, the AUTHORITY will have the right at any time, upon reasonable notice, to audit and inspect: (i) the CONTRACTOR's facilities where the AUTHORITY PII is stored or maintained; (ii) any computerized software used to share, disseminate or otherwise exchange AUTHORITY PII; and (iii) the CONTRACTOR's security practices and procedures, data protection, business continuity and recovery facilities, resources, plans and procedures related to software where the AUTHORITY PII

is shared, disseminated or otherwise exchanged. The audit and inspection rights hereunder will be for the purpose of verifying the CONTRACTOR's compliance with this Agreement, and all applicable laws.

D. The CONTRACTOR must process and store all AUTHORITY PII in a single-tenant environment or a logically segregated, strongly access-controlled multi-tenant environment.

E. The CONTRACTOR must have vulnerability management programs to identify and minimize threats and risks on any software used to store or transmit AUTHORITY PII.

F. The CONTRACTOR represents that the CONTRACTOR's management access to the hosting infrastructure is limited to authorized support staff. The security architecture has been designed to control appropriate logical access to the infrastructure to meet industry standards that meet or exceed the Trust Services Criteria and Principles for Security, Availability, Integrity, and Confidentiality established by the AICPA.

G. Notwithstanding anything to the contrary in this Agreement, the CONTRACTOR agrees to retain AUTHORITY PII for no longer than three days after the completion, except as required by applicable records-retention law, County Connection or LAVTA records-retention policy, or litigation hold, date of this Agreement and COUNTY CONNECTION and LAVTA's confirmation that the CONTRACTOR may proceed with such deletion. At the conclusion of this retention period, the CONTRACTOR agrees to use a U.S. Department of Defense ("DoD")—approved method of removal of AUTHORITY PII from any files, with said service being included in the total cost of this Agreement. Discarded AUTHORITY PII will be unavailable and unrecoverable following the purge on any storage media including, but not limited to, magnetic disk, optical disk, and memory chips ("Storage Media"). The CONTRACTOR agrees to destroy hard-copy documents containing AUTHORITY PII by means of a cross-cut shredding machine. The CONTRACTOR also agrees to use DoD—approved methods, or an alternative COUNTY CONNECTION or LAVTA-approved method, to sanitize any Storage Media prior to discarding or when useful life has ended, whichever comes first. At the conclusion of the performance period of this Agreement, the CONTRACTOR will submit a certification to the COUNTY CONNECTION's General Manager or their designee that all electronic or hard-copy format AUTHORITY PII has been destroyed in accordance with the Agreement.

H. The CONTRACTOR is responsible for the security of the cardholder data the service providers possess or otherwise store, process or transmit on behalf of COUNTY CONNECTION and LAVTA's customers, and to the extent that it could impact the security of the customer's cardholder data environment. The CONTRACTOR must at all times remain in compliance with the Payment Card Industry (PCI) Data Security Standard (DSS) requirements,

including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with PCI DSS, in each case, at the CONTRACTOR's sole cost and expense.

I. The CONTRACTOR is responsible for complying with the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), contained in Title XIII, Subtitle D of the American Reinvestment and Recovery Act of 2009, and the Health Insurance Portability and Accountability Act (HIPAA), including all data security and privacy requirements thereof.

This Section will survive termination or expiration of this Agreement.

NOTICE OF SECURITY INCIDENT

The CONTRACTOR must immediately notify the COUNTY CONNECTION when it discovers that there may have been a data security incident or breach that has or may have resulted in compromise to AUTHORITY PII. For purposes of this Section, immediately is defined as within twenty-four hours of discovery. The CONTRACTOR must immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of any suspected breach or security vulnerability—and must promptly alert COUNTY CONNECTION and LAVTA of any such circumstances, including information sufficient for COUNTY CONNECTION and LAVTA to assess the nature and scope of any suspected data incident or breach. The CONTRACTOR must provide COUNTY CONNECTION and LAVTA with daily updates on resolution of the security incident for the duration of the incident and until the security incident is resolved to COUNTY CONNECTION and LAVTA's satisfaction. In the event of an unauthorized disclosure of AUTHORITY PII, the CONTRACTOR will be liable for paying for the following costs to remediate any such unauthorized disclosure:

- A. The reasonable cost of providing notice of the incident or breach to individuals affected by such incident or breach;
- B. The reasonable cost of providing required notice of the incident or breach to government agencies, credit bureaus, and/or other required entities;
- C. The cost of providing individuals affected by such incident or breach with credit protection services designed to prevent fraud associated with identity theft crimes for a specific period of not less than 12 months; and
- D. Any other service required by applicable law.

The CONTRACTOR must provide any information and/or support to COUNTY CONNECTION and LAVTA in issuing the actual notification and, at COUNTY CONNECTION and LAVTA's sole discretion, the CONTRACTOR must itself provide actual notification if COUNTY CONNECTION and LAVTA desire. This Section will survive termination or expiration of this Agreement.

ATTACHMENT E — PROVIDED VEHICLE LIST

Vehicle #	Year	Mileage (Aug. 2026)	Seats (Incl. Driver)	Chassis	Body Model	Assigned to
15L01	2015	751,81	9 + 2	E-350	210 Aerotech	NEMT
15L02	2015	900,86	9 + 2	E-350	210 Aerotech	NEMT
15L03	2015	879,77	9 + 2	E-350	210 Aerotech	NEMT
15L04	2015	835,53	9 + 2	E-350	210 Aerotech	NEMT
15L05	2015	112,656	9 + 2	E-350	210 Aerotech	NEMT
15L06	2015	200,969	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
15L07	2015	198,812	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
15L08	2015	221,136	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
15L09	2015	218,500	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
15L10	2015	192,887	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
15L11	2015	185,785	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
15L12	2015	178,023	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
15L13	2015	157,984	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
15L14	2015	229,755	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
15L15	2015	134,609	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
18L01	2018	140,267	16 + 5	E-450	220 Aerotech	Alamo Creek
18L02	2018	158,896	16 + 5	E-450	220 Aerotech	Alamo Creek
18L03	2018	121,221	16 + 5	E-450	220 Aerotech	Alamo Creek
19L01	2019	116,636	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L02	2019	109,559	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L03	2019	124,865	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L04	2019	114,104	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L05	2019	111,690	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L06	2019	119,544	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR

RFP No. 2027-PT-01 Part 3 – Attachments & Exhibits
Attachment E – Provided Vehicle List

Vehicle #	Year	Mileage (Aug. 2026)	Seats (Incl. Driver)	Chassis	Body Model	Assigned to
19L07	2019	108,345	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L08	2019	106,393	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L09	2019	119,920	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L10	2019	114,458	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L11	2019	116,402	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L12	2019	115,594	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L13	2019	122,099	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L14	2019	115,096	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L15	2019	118,909	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L16	2019	110,634	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L17	2019	98,583	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L18	2019	94,816	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L19	2019	113,322	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L20	2019	96,294	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L21	2019	101,653	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L22	2019	112,094	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L23	2019	101,515	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L24	2019	102,854	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L25	2019	88,211	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L26	2019	116,827	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L27	2019	127,879	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L28	2019	96,947	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L29	2019	110,811	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L30	2019	113,192	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L31	2019	102,797	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR

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Attachment E – Provided Vehicle List

Vehicle #	Year	Mileage (Aug. 2026)	Seats (Incl. Driver)	Chassis	Body Model	Assigned to
19L32	2019	132,099	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L33	2019	136,672	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L34	2019	112,679	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L35	2019	134,427	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L36	2019	109,600	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L37	2019	123,776	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L38	2019	139,886	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L39	2019	118,844	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L40	2019	138,093	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L41	2019	139,443	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L42	2019	123,928	16 + 5	E-450	220 Aerotech	LINK/Wheels DAR
19L43	2018	41,734	6 + 1	Braun	Grand Caravan	LINK/Wheels DAR
19L44	2018	56,531	6 + 1	Braun	Grand Caravan	LINK/Wheels DAR
19L45	2018	60,628	6 + 1	Braun	Grand Caravan	LINK/Wheels DAR

ATTACHMENT F — PROVIDED TOOLS & SHOP EQUIPMENT LIST

As part of the program infrastructure, the following items are located in the County Connection maintenance facility and available for use by the CONTRACTOR. So long as the items are functional, they shall remain in place until they have reached end of life cycle. If any items need to be replaced, the cost will be borne by the CONTRACTOR unless the replacement value exceeds \$10,000. Inspection of these items during the facility tour can be arranged.

DESCRIPTION	REPLACEMENT COST
Brake Lathe	\$6,365.10
Lift, Vehicle	\$13,554.00
Air Compressor	\$11,900.76
Freon Recycler	\$5,291.80
Pump, Motor Oil	\$2,640.00
Pump, ATF	\$2,729.87

ATTACHMENT G — COLLECTIVE BARGAINING AGREEMENT — ATU LOCAL 1605

The collective bargaining agreement covering the bargaining-unit employees currently performing the services described in this RFP is the Labor Agreement between Transdev, Concord, California and Amalgamated Transit Union Local 1605, with a term of June 15, 2023 through June 30, 2026.

Because of its length, the agreement is not reproduced here. A complete copy is provided as a separate PDF document in the Bonfire portal alongside this RFP, and is available on request from County Connection.

Proposers are advised that this agreement expires before the commencement date of the contract resulting from this RFP. It is provided for reference regarding current wage rates, benefit levels, work rules, and job classifications. A successor agreement is expected to be negotiated between the incumbent contractor or the successful Proposer and the union prior to the start of service. Nothing in this RFP obligates County Connection or LAVTA to any term of the current or any successor collective bargaining agreement.

Proposers should review this attachment together with the labor protection provisions of Part 1, including the requirements of California Labor Code section 1070 et seq. and the Section 13(c) labor protections agreement provided elsewhere in Part 3.

ATTACHMENT H — SECTION 13(C) LABOR PROTECTIONS AGREEMENT

AGREEMENT PURSUANT TO SECTION 13(c) OF THE URBAN

MASS TRANSPORTATION ACT OF 1964, AS AMENDED

WHEREAS, the Central Contra Costa Transit Authority of Walnut Creek, California ("Recipient") has filed an application under the Urban Mass Transportation Act of 1964, as amended ("Act"), for capital grants to assist in the purchase of land and construction of a new Administration/Operations/Maintenance facility to house approximately 125 buses (Application No. CA-03-0272) and, for the Transfer of Title to 20 buses from AC Transit (Application No. CA-03-0273), all as more fully described in the respective project applications (hereinafter jointly referred to as "Project"); and

WHEREAS, the Project will enable the Recipient to start up and expand its urban mass transit service throughout its urbanized area, which is presently served by AC Transit District ("ACT"), Greyhound Lines, Inc. ("Greyhound") and the Bay Area Rapid Transit District ("BART"); and

WHEREAS, employees of the Recipient, as well as ACT, are represented by Local 192 ATU, AFL-CIO, and employees of Greyhound and BART are represented respectively by Local Unions 1225 and 1555, ATU, AFL-CIO (all of the heretofore mentioned Unions being jointly referred to as "Union");

WHEREAS, Sections 3(e) (4), 5 (n) (1) and 13 (c) of the Act require, as a condition of any such assistance, that fair and equitable arrangements be made as determined by the Secretary of Labor, "to protect the interests of employees affected by such assistance;" and

WHEREAS, the parties have agreed upon the following arrangements as fair and equitable:

NOW, THEREFORE, it is agreed that in the event this Project is approved for assistance under the Act that the following terms and conditions shall apply and shall be specified in any contract governing such federal assistance to the Recipient:

(1) The term "Project," as used in this agreement, shall not be limited to the particular facility, service, or operation assisted by federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project" shall, when used in this agreement, include events occurring in anticipation of, during and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this agreement.

(2) The Project, as defined in paragraph (1), shall be performed and carried out in full compliance with the protective conditions described herein.

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this agreement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union to substitute other rights, privileges, and benefits. Unless otherwise provided, nothing in this agreement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deems best, in accordance with the applicable collective bargaining agreement.

(4) The collective bargaining rights of the Recipient's employees covered by this agreement; including the right to arbitrate labor disputes and to maintain union security and check-off arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it shall bargain collectively with the union or otherwise arrange for the continuation of collective bargaining and that it will

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enter into agreement with the union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If at any time, applicable law or contracts permit or grant to employees covered by this agreement the right to utilize any economic measures, nothing in this agreement shall be deemed to foreclose the exercise of such rights.

(5)(a) In the event the Recipient contemplates any change in the organization or operation of its system which may result in a dismissal or displacement of Recipient's employees, or rearrangement of the working forces covered by this agreement, as a result of the Project, the Recipient shall do so only in accordance with the provisions of subparagraph (b) hereof. Provided, however, that changes which are not a result of the Project, but which grow out of the normal exercise of seniority rights occasioned by seasonal or other normal schedule changes and regular picking procedures under the applicable collective bargaining agreements, shall not be considered within the purview of this paragraph.

(b) The Recipient shall give to the union representing the Recipient's employees affected thereby, at least sixty (60) days' written notice of each proposed change, which may result in the dismissal or displacement of such employees or rearrangement of the working force as a result of the Project, by sending certified mail notice to the union representatives of such employees. Such notice shall contain a full and adequate statement of the proposed changes, including an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs in the Recipient's employment available to be filled by such affected employees.

At the request of either the Recipient or the representatives of the affected employees, negotiations for the purpose of reaching agreement with respect to applications of the terms and conditions of this agreement shall commence immediately. These negotiations shall include determining the selection of forces from among the employees of other mass transportation employers who may be affected as a result of the Project, to establish which such employees shall be offered employment with the Recipient for which they are qualified or can be trained; not, however, in contravention of collective bargaining agreements relating thereto. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit it to arbitration in accordance with the procedures contained in paragraph 15 hereof. In any such arbitration, final decision must be reached within sixty (60) days after selection or appointment of the neutral arbitrator. In any such arbitration, the terms of this agreement are to be interpreted and applied in favor of providing employee protections and benefits no less than those established pursuant to Section 5(2)(t) of the Interstate Commerce Act.

(6)(a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7) (e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, he shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period following the date on which he is first "displaced", and shall continue during the protective period so long as the employee is unable, in the exercise of his seniority rights, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, adjusted to reflect subsequent general wage adjustments, including cost-of-living adjustments where provided for.

(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his total time paid for during the last twelve (12) months in which he performed compensated service more than fifty per centum of each such months, based upon his normal work schedule, immediately preceding the date of his displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments. If the displaced employee's compensation in his current position is less in any month during his protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost-of-living adjustments where provided for), he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time, but he shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid

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for. If a displaced employee fails to exercise his seniority rights to secure another position to which he is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which he elects to retain, he shall thereafter be treated, for the purposes of this paragraph, as occupying the position he elects to decline.

(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his employment.

(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his employment, he shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which he is "dismissed" and shall continue during the protective period, as follows:

<u>Employee's length of service prior to adverse effect</u>	<u>Period of protection</u>
1 day to 6 years	equivalent period
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by him in the last twelve (12) months of his employment in which he performed compensation service more than fifty per centum of each such months based on his normal work schedule to the date on which he was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost-of-living adjustments where provided for.

(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position he holds is abolished as a result of the Project, or when the position he holds is not abolished but he loses that position as result of the exercise of seniority rights by an employee whose position is abolished as result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and he is unable to obtain another position, either by the exercise of his rights, or through the Recipient, in accordance with subparagraph (e). Every employee who has been deprived of employment as a result of the Project shall be required first to exhaust his seniority rights to secure another position with the Recipient before qualifying for a dismissal allowance hereunder. Upon securing such a position, such employee's rights shall be governed by paragraph (6) hereof if appropriate.

(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his current address and the current name and address of any other person by whom he may be regularly employed, or if he is self-employed.

(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when he is absent from service, he will be entitled to the dismissal allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to his previous status and will be given the protections of the agreement in said position, if any are due him.

(e) An employee receiving a dismissal allowance shall be subject to call to return to service by his former employer after being notified in accordance with the terms of the then-existing collective bargaining agreement. Prior to such call to return to work by his employer, he may be required by the Recipient to accept reasonably comparable employment for which he is physically and mentally qualified, or for which he can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance

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shall cease while he is so reemployed, and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a dismissal allowance. During the time of such reemployment, he shall be entitled to the protections of this agreement to the extent they are applicable.

(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with his former employer, including self-employment, and the benefits received.

(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of his resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his employment.

(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him for which he is physically and mentally qualified and does not require a change in his place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of his allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his representative, or by final arbitration decision rendered in accordance with paragraph (13) of this agreement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this agreement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him and he shall be given additional service credits for each month in which he receives a dismissal or displacement allowance as if he were continuing to perform services in his former position; provided, however, that this section shall not be deemed to enlarge upon the employee's protective period as defined in paragraph (14), nor to enlarge upon the benefit levels otherwise provided by this Agreement.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, he could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during his protected period, of any rights, privileges, or benefits attaching to his employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for himself and his family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which he may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed, as the case may be.

(11)(a) Any employee covered by this agreement who is retained in the service of his employer, or who is later restored to service after being entitled to receive a dismissal allowance and who is required to change the point of his employment in order to retain or secure active employment with the Recipient in accordance with this agreement, and who is required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects, for the traveling expenses for himself and members of his immediate family, including living expenses for himself and his immediate family, and for his own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or his representatives.

(b) If any such employee is laid off within three (3) years after changing his point of employment in accordance with paragraph (2) hereof, and elects to move his place of residence back to his original point of employment, the

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Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient within ninety (90) days after the date on which the expenses were incurred.

(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his employment as a result of the Project, and is thereby required to move his place of residence.

If the employee owns his own home in the locality from which he is required to move, he shall, at his option, be reimbursed by the Recipient for any loss suffered in the sale of his home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his conventional fees and closing costs.

If the employee is under a contract to purchase his home, the Recipient shall protect him against loss under such contract, and in addition, shall relieve him from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied by him as his home, the Recipient shall protect him from all loss and cost in securing the cancellation of said lease.

(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient within one year after the effective date of the change in residence.

(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his Union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the Union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement within ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State or local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser, including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from his residence than was his former work location, or (b) is more than thirty (30) normal highway route miles from his residence and also farther from his residence than was his former work location.

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(13) A dismissed employee entitled to protection under this agreement may, at his option within twenty-one (21) days of his dismissal, resign and (in lieu of all other benefits and protections provided in this agreement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

<u>Length of Service</u>	<u>Separation Allowance</u>
1 year and less than 2 years	3 months' pay
2 years and less than 3 years	6 months' pay
3 years and less than 5 years	9 months' pay
5 years and less than 10 years	12 months' pay
10 years and less than 15 years	12 months' pay
15 years and over	12 months' pay

In the case of an employee with less than one year's service, five day's pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which he performed service, will be paid as the lump sum.

(a) Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this agreement, the length of service of the employee shall be determined from the date he last acquired an employment status with the employing carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, he will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(b) One month's pay shall be computed by multiplying by 21.67 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of his dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which he is entitled to receive the benefits of these provisions shall not continue for a longer period following the date he was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his employment prior to the date of his displacement or his dismissal.

(15) (a) In the event of any labor dispute involving the Recipient and the employees covered by this agreement which cannot be settled within thirty (30) days after such dispute first arises, such dispute may be submitted at the written request of either the Union or the Recipient to a board of arbitration selected in accordance with the existing collective bargaining agreement, if any, or if none, as hereinafter provided. The Recipient and the Union shall each, within ten (10) days, select one member of the arbitration board and the two members thus chosen shall select a third member who shall serve as chairman. Should the two members be unable to agree upon the appointment of the neutral member within ten (10) days, either party may request the American Arbitration Association to furnish a list of five (5) persons from which the neutral member shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral member. The decision by majority vote of the arbitration board shall be final, binding and conclusive and shall be rendered within forty-five (45) days from the date the neutral member is appointed. All contract terms and conditions shall remain in effect until the award is issued. Awards made pursuant to said arbitration may include full back pay and allowances to employee-claimants. The salaries and expenses of the neutral member shall be borne equally by the parties

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to the proceedings, and all other expenses shall be paid by the party incurring them. The term "labor dispute" shall be broadly construed and shall include, but not be limited to, any controversy concerning wages, salaries, hours, sick leave, insurance, or pension and retirement provisions, the interpretation or application of such collective bargaining agreements, any grievances that may arise, and any controversy arising out of or by virtue of any provisions of this agreement; provided that, the term "labor dispute" shall not be construed to give a right of interest arbitration. Nothing in this paragraph, or agreement, shall be construed to enlarge or limit the right of the employees covered by this agreement, or their employer, to utilize upon expiration of any collective bargaining agreement or otherwise any economic measures that are not inconsistent or in conflict with the collective bargaining agreement or applicable law.

(b) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be his obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the Recipient's burden to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee (Hodgson's Affidavit in Civil Action No. 825-71).

(16) Nothing in this agreement shall be construed as depriving any employee of any rights or benefits which such employee may have under any existing job security or other protective conditions or arrangements by collective bargaining agreement or law where applicable, including P.L. 93-236, enacted January 2, 1974; provided that there shall be no duplication of benefits to any employees, and, provided further, that any benefit under the agreement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit.

(17) The Recipient shall be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee affected as a result of the Project may file a claim through his Union representative with the Recipient within sixty (60) days of the date he is terminated or laid off as a result of the Project, or within eighteen (18) months of the date his position with respect to his employment is otherwise worsened as a result of the Project; provided, in the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event; provided, further, that no benefits shall be payable for any period prior to six (6) months from the date of the filing of the claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to said claims. The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant and his representative of the basis for denying or modifying such claim, giving reasons therefor. In the event the Recipient fails to honor such claim, the Union may invoke the following procedures for further joint investigation of the claim by giving notice in writing of its desire to pursue such procedures. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual material as may be relevant. In the event the claim is so rejected by the Recipient, the claim may be processed to arbitration as hereinabove provided by paragraph (15). Prior to the arbitration hearing, the parties shall exchange a list of intended witnesses. In conjunction with such proceedings, the impartial arbitrator shall have the power to subpoena witnesses upon the request of any party and to compel the production of documents and other information denied in the pre-arbitration period which is relevant to the disposition of the claim.

Nothing included herein as an obligation of the Recipient shall be construed to relieve any other urban mass transportation employer of the employees covered hereby of any obligations which it has under existing collective bargaining agreements, including but not limited to obligations arising from the benefits referred to in paragraph (1) hereof, nor make any such employer a third-party beneficiary of the Recipient's obligations contained herein, nor deprive the Recipient of any right of subrogation.

(18) During the employee's protective period, a dismissed employee of the Recipient shall, if he so requests, in writing, be granted priority of employment to fill any vacant position within the jurisdiction and control of the Recipient, reasonably comparable to that which he held when dismissed, for which he is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements relating thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall

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provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement for such position, plus any displacement allowance to which he may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer for which he is qualified, or for which he has satisfactorily completed such training, he shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this agreement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any such person, enterprise, body, or agency, whether publicly or privately owned, which shall undertake the management or operation of the system, shall agree to be bound by the terms of this agreement and accept the responsibility for full performance of these conditions.

(20) The employees covered by this agreement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(21) In the event any provision of this agreement is held to be invalid, or otherwise unenforceable under the federal, state or local law, in the context of the particular Project, the remaining provisions of this agreement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union representatives of the employees involved for purpose of adequate replacement under s13 (c) of the Act. If such negotiation shall not result in mutually satisfactory agreement, any party may invoke the jurisdiction of the Secretary of Labor to recommend substitute fair and equitable employee protective arrangements for application only to the particular Project, which may, by mutual agreement of the parties, be incorporated in this agreement only as applied to that Project, and any other appropriate action, remedy, or relief.

(22) Employees of the Recipient covered by this agreement will be given the first opportunity for employment in any new jobs included in the bargaining unit or comparable to those included in the bargaining unit, created as a result of the Project for which they are, or by training or re-training can become, qualified. All such jobs shall be filled in accordance with seniority and allocated on a fair and equitable basis under arrangements to be mutually determined by the Recipient, or other operator of the transit system, and the Union prior to the filling of such jobs, or by arbitration at the request of either party, if such arrangements are not agreed upon prior to such date. The Recipient or other operator of the transit system will not tender such jobs to any other individual or individuals so long as there are members of the bargaining unit who are qualified, or after a reasonable training period can become qualified, and are willing to bid these jobs.

The Recipient or other operator of the transit system will give written notice to the Union prior to commencing any new operations which create additional jobs, included in the bargaining unit or comparable to those included in the bargaining unit, and the parties shall thereafter meet at mutually agreeable times to negotiate concerning the details of a preferential employment opportunity plan, and the wages, hours, and working conditions for employees assigned to such new operations. Any agreement reached upon such provisions shall be executed by all parties and made a part of this agreement. In the event the parties are unable to

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agree upon such provisions, the dispute may be submitted to arbitration as hereinafter provided.

(23) If any employer of the employees covered by this agreement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which he should be entitled under this agreement, the provisions of this agreement shall apply to such employee as of the date when he was so affected.

(24) In the context of a particular Project, any other union which is the collective bargaining representative of urban mass transportation employees in the service area of the Recipient, and which may be affected by the assistance to the Recipient within the meaning of 49 U.S.C.A. 1609(c), may become a party to this agreement as applied to the Project, by serving written notice of its desire to do so upon the other union representatives of the employees affected by the Project, the Recipient, and the Secretary of Labor. In the event of any disagreement that such labor organization should become a party to this agreement, as applied to the Project, then a resolution to the dispute as to whether such labor organization shall participate shall be recommended by the Secretary of Labor.

(25) In the event any Project to which this agreement applies is approved for assistance under the Act, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Recipient or other applicant for federal funds; provided, however, that this agreement shall not merge into the contract of assistance but shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms, nor shall any other employee protective agreement nor any collective bargaining agreement merge into this agreement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms, nor shall any other employee protective agreement nor any collective bargaining agreement merge into this agreement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized representatives this 7th day of October, 1982.

CENTRAL CONTRA COSTA TRANSIT AUTHORITY

By Michael T. Cory
Michael T. Cory, Chairman
Board of Directors

LOCAL UNION 192, AMALGAMATED TRANSIT
UNION, AFL-CIO

By Stephen H. Hindin

LOCAL UNION 1225, AMALGAMATED TRANSIT
UNION, AFL-CIO

By _____

LOCAL UNION 1555, AMALGAMATED TRANSIT
UNION, AFL-CIO

By Guillermo F. Fiehl

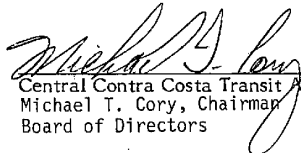
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Side Agreement Between
Central Contra Costa Transit Authority
and Amalgamated Transit Union Local 192

It is understood and agreed that the term "collective bargaining," as used in the CCCTA/192, ATU, Section 13(c) Agreement, dated September ____, 1982, shall mean "meet and confer" as that term is used under the Meyers-Millas-Brown Act (MMBA), Cal. Government Code Sections 3500 et seq. Additionally, except for the Section 13(c) Agreement referred to above, the terms "applicable labor agreement" and "contract" shall mean "memoranda of understanding" (MOU) as that term is used in MMBA.

Dated: _____

Amalgamated Transit Union
Local 192



Central Contra Costa Transit Authority
Michael T. Cory, Chairman
Board of Directors

Approved as to legal form and content:

Kenneth K. Moy

ATTACHMENT I — SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES FOR ADA PARATRANSIT AND RELATED SERVICES

THIS AGREEMENT is made as of the 1 day of July, 2027 ("Effective Date"), by and between COUNTY CONNECTION ("AUTHORITY" or "COUNTY CONNECTION") and [CONTRACTOR] ("CONTRACTOR").

WHEREAS, the AUTHORITY desires to obtain professional services in connection with the provision of COUNTY CONNECTION ADA paratransit and associated services and has issued a Request for Proposals dated September 1, 2026, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONTRACTOR desires to furnish such services and submitted a written proposal dated , 2026 a copy of which is attached and incorporated as Exhibit ###.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES; SCOPE OF SERVICES

The CONTRACTOR agrees to provide professional services to the AUTHORITY in accordance with the terms and conditions of this Agreement. In the performance of its Services, CONTRACTOR represents that it has and will exercise that degree of professional care, skill, efficiency and judgment ordinarily employed by contractors with special expertise in providing similar services. CONTRACTOR further represents and warrants that (1) it is experienced and qualified to perform such services; (2) it holds all licenses and certifications in good standing that may be required under applicable law or regulations to perform the work; and (3) it will retain all such licenses and certifications in active status throughout the duration of this engagement.

The scope of the CONTRACTOR's services shall consist of the services set forth in Exhibit A, as supplemented by Exhibit B except when inconsistent with Exhibit A.

2. AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

- (1) This Agreement;
- (2) Exhibit A, Request for Proposals dated September 1, 2026;
- (3) Exhibit B, CONTRACTOR's Proposal;
- (4) [ADDITIONAL EXHIBITS AS NEEDED].

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.

3. TERM

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

It is understood that the term of the Agreement, and any option term granted thereto as specified herein, are subject to COUNTY CONNECTION's right to terminate the Agreement in accordance with Section XX of this Agreement.

4. COMPENSATION

The CONTRACTOR agrees to perform all of the services included in Section 1 for a total all-inclusive not-to-exceed amount of _____. (\$_____). CONTRACTOR will be compensated at the fixed and hourly costs in its proposal for each service, which sum shall include all labor, materials, taxes, profit, overhead, fuel, insurance, subcontractor costs and other costs and expenses incurred by the CONTRACTOR, in accordance with Exhibits A and B.

The CONTRACTOR may request adjustments to fixed and hourly costs for any option terms exercised by COUNTY CONNECTION. CONTRACTOR must make such requests at least 90 days prior to the commencement of any option year and the request must be supported with evidence of increased CONTRACTOR costs that, in COUNTY CONNECTION's discretion, justifies CONTRACTOR'S requested increases. Adjustments in fixed and hourly costs will be mutually agreed upon by the parties.

5. MANNER OF PAYMENT

CONTRACTOR will submit monthly invoices, detailing the services performed during the billing period, in accordance with Section 7.2 of the Scope of Services. COUNTY CONNECTION will endeavor to pay approved invoices within thirty (30) days of their receipt. COUNTY CONNECTION reserves the right to withhold payment to the CONTRACTOR if COUNTY CONNECTION determines that the quantity or quality of the work performed is unacceptable. COUNTY CONNECTION will provide written notice to the CONTRACTOR within 10 calendar days of COUNTY CONNECTION's decision not to pay and the reasons for non-payment. If CONTRACTOR disagrees with COUNTY CONNECTION's decision not to pay and the reasons for non-payment, it must provide written notice detailing the reasons why it disputes COUNTY CONNECTION's decision to COUNTY CONNECTION within 30 calendar days of COUNTY CONNECTION's notice. If CONTRACTOR does not provide written notice in accordance with this section, it waives all rights to challenge COUNTY CONNECTION's decision. Final payment will be withheld until CONTRACTOR performs all required Agreement expiration or termination obligations.

All invoices should be sent to: Central Contra Costa Transit Authority
Accounts Payable
2477 Arnold Industrial Way
Concord, CA 94520
Attn: _____

6. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by CONTRACTOR shall be and are the property of COUNTY CONNECTION. The 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 CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to COUNTY CONNECTION. If any materials are lost, damaged, or destroyed before final delivery to COUNTY CONNECTION, the CONTRACTOR shall replace them at its own expense and the CONTRACTOR assumes all risks of loss, damage, or destruction of or to such materials. The CONTRACTOR may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to COUNTY CONNECTION. The CONTRACTOR agrees to execute any additional documents that may be necessary to evidence such assignment.

The CONTRACTOR represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual property or proprietary right of any third party.

7. CONFIDENTIALITY

Any COUNTY CONNECTION materials to which the CONTRACTOR has access or materials prepared by the CONTRACTOR during the course of this Agreement ("confidential information") shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent disclosure of confidential information to anyone except the officers, employees, and agents of the CONTRACTOR as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

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

8. CONTRACTOR'S KEY PERSONNEL

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

9. USE OF SUBCONTRACTORS

CONTRACTOR shall not subcontract any services to be performed by it under this Agreement without the prior written approval of COUNTY CONNECTION, except for service firms engaged in drawing, reproduction, typing and printing. CONTRACTOR shall be solely responsible for reimbursing any subcontractors and COUNTY CONNECTION shall have no obligation to them.

10. CHANGES

COUNTY CONNECTION may, at any time, by written order, make changes within the scope of work and services, including adding to or subtracting from the level of services, described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 3, or both. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation or time of performance specified herein, CONTRACTOR shall so advise COUNTY CONNECTION immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation or time of performance. This notice shall be given to COUNTY CONNECTION prior to the time that CONTRACTOR performs work or services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes. 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 non-payment of the invoices reflecting such work.

11. RESPONSIBILITY; INDEMNIFICATION

To the furthest extent permitted by California law, CONTRACTOR shall indemnify, keep, and save harmless COUNTY CONNECTION and the Livermore Amador Valley Transit Authority (LAVTA), and their directors, officers, agents, and employees against any and all suits, claims or actions arising out of any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONTRACTOR caused by an act or omission of the CONTRACTOR or its employees, subcontractors, or agents. CONTRACTOR further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other incurred costs and expenses as they are incurred. If any judgment is rendered against COUNTY CONNECTION, LAVTA, or any of the other individuals enumerated above in any such

action, CONTRACTOR shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination of the Agreement.

12. INSURANCE

12.1. Workers' Compensation.

If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws where applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of work under this Agreement by any such employee, CONTRACTOR shall deliver to COUNTY CONNECTION a Certificate of Insurance that shall stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to COUNTY CONNECTION.

12.2. General Liability Insurance

Covering any loss or liability, including the cost of defense of any action, for Bodily Injury, Death, Personal Injury and Property Damage which may arise out of operations of the CONTRACTOR in connection with the performance of this contract. The policy will include coverage for bodily injury and property damage liability subject to the standard provisions and exclusions of the Commercial General Liability Policy Form and endorsed for premises, operations, products and completed operations. The policy or policies shall provide a minimum limit of \$10 million each occurrence.

12.3. Automobile Liability Insurance

Covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance, or use of any vehicle, whether or not owned by CONTRACTOR, on or off COUNTY CONNECTION premises. The policy or policies shall provide a minimum limit of \$10 million each accident. Additionally, all revenue vehicles will be insured against comprehensive and collision damage satisfactory to COUNTY CONNECTION or LAVTA.

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

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

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

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

12.4. Self-Insurance

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

12.5. Crime Insurance (Employee Theft)

CONTRACTOR will provide crime insurance, including coverage for CONTRACTOR's employee dishonesty and theft of money and securities from any inside location or outside messenger with the following limits of liability:

Employee Dishonesty \$250,000

Depositors' Forgery \$250,000

Off and On Premises \$ 50,000

Computer Fraud \$250,000

With the permission of COUNTY CONNECTION, a deductible of up to \$25,000 may be permitted on any of the above coverages. CONTRACTOR covenants that it shall reimburse COUNTY CONNECTION for any and all losses within said deductible plus the cost to prove the loss, accountants' fees, defense costs, and attorneys' fees associated therewith. CONTRACTOR shall be responsible for and shall indemnify COUNTY CONNECTION and LAVTA from and hold them harmless against any and all such costs and expenses. COUNTY CONNECTION and LAVTA shall be named as a joint loss payee on the policy. Prior to the commencement of work, a certificate evidencing this coverage shall be furnished to COUNTY CONNECTION by the CONTRACTOR. The policy shall also provide that the CONTRACTOR's policy will not be cancelled or coverage reduced without sixty days' prior written notice to COUNTY CONNECTION.

12.6. Failure to Procure Insurance

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

13. CONTRACTOR'S STATUS

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

14. ASSIGNMENT

CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY CONNECTION.

15. COUNTY CONNECTION WARRANTIES

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

16. COUNTY CONNECTION REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of COUNTY CONNECTION, the General Manager of COUNTY CONNECTION, or such person or persons as he shall designate in writing from time to time, shall represent and act for COUNTY CONNECTION.

17. TERMINATION

(1) Termination for Convenience.

COUNTY CONNECTION shall have the right to terminate this Agreement for convenience at any time by giving written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall not commit itself to any further expenditure of time or resources. In the event of termination for convenience, the CONTRACTOR shall be compensated in accordance with the provisions of Sections 4 and 5 for the services performed and expenses incurred to the date of such termination, plus any reasonable costs and expenses which are reasonably and necessarily incurred by CONTRACTOR to effect such termination. CONTRACTOR is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Agreement as of the date of termination are the property of COUNTY CONNECTION upon the effective date of the termination for convenience. CONTRACTOR and its subcontractors must cooperate in good faith in any transition to other vendors or consultants as CONTRACTOR 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.

(2) Termination for Default.

If the CONTRACTOR fails to perform any material provision of this Agreement, COUNTY CONNECTION may find the CONTRACTOR to be in default. The parties will follow the procedures outlined in Section 9.3, Corrective Action Plan & Cure Notice, of the Scope of Services.

If the CONTRACTOR cures the default within the cure period but subsequently defaults again, COUNTY CONNECTION may immediately terminate the Agreement without further notice or right to cure. In the event of the filing of a petition for bankruptcy by or against the CONTRACTOR or for appointment of a receiver for CONTRACTOR'S property, COUNTY CONNECTION may terminate this Agreement immediately without the cure period. Upon receipt of a notice of termination for default, the CONTRACTOR may not commit itself to any further expenditure of time or resources. COUNTY CONNECTION shall remit final payment to CONTRACTOR in an amount to cover only those services performed and expenses incurred in accordance with the terms and conditions of this Agreement up to the effective date of termination. COUNTY CONNECTION is not in any manner liable for the CONTRACTOR's actual or projected lost profits had the CONTRACTOR completed the services required by this Agreement, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Agreement become the property of COUNTY CONNECTION upon the effective date of the termination for default.

- (3) 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.

18. 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 CONTRACTOR to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of the CONTRACTOR. The CONTRACTOR 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 CONTRACTOR is provided with written direction from COUNTY CONNECTION to resume the work.

If the suspension is due to the CONTRACTOR'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 CONTRACTOR, all costs shall be at CONTRACTOR's expense and no schedule extensions will be provided by COUNTY CONNECTION.

In the event of a suspension of the work, the CONTRACTOR shall not be relieved of the CONTRACTOR's responsibilities under this Agreement, except the obligations to perform the work

which COUNTY CONNECTION has specifically directed CONTRACTOR to suspend under this section.

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

19. INCENTIVES, DISINCENTIVES AND LIQUIDATED DAMAGES

The parties agree that COUNTY CONNECTION will incur damages that are difficult to ascertain in the event that CONTRACTOR fails to perform the duties described in Section 9.2 of the Scope of Work. Accordingly, CONTRACTOR agrees to pay, as liquidated damages and not as a penalty, the amounts specified in Section 9.2 of the Scope of Services. COUNTY CONNECTION may also assess the disincentives described in Section 9.1 of the Scope of Services.

The CONTRACTOR may not be assessed with liquidated damages or disincentives for any service failures that occur due to circumstances entirely beyond the CONTRACTOR's control, such as service failures caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine, restrictions, strikes, labor disputes, shortage of materials and freight embargoes, or other causes deemed by COUNTY CONNECTION to be beyond the reasonable control of the CONTRACTOR, provided CONTRACTOR notifies the General Manager or designee in writing of the causes of the service failure within 24 hours from the beginning of any such service failure.

The General Manager or designee will ascertain the nature of the service failure and determine whether the service failure may be excused, which determination will be final and conclusive. CONTRACTOR has the burden of proof that the service failure was beyond its control.

20. DISPUTE RESOLUTION

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

21. LABOR CODE REQUIREMENTS

CONTRACTOR will fulfill all of the requirements included in Section 6, Labor Protections, of the RFP and the Federal Requirements attached to this CONTRACT.

22. MAINTENANCE, AUDIT, AND INSPECTION OF RECORDS

All CONTRACTOR and subcontractors' costs incurred in the performance of this Agreement will be subject to audit. CONTRACTOR and its subcontractors shall permit COUNTY CONNECTION, the Federal Transit Administration, the California State Auditor, or their authorized representatives to

inspect, examine, make excerpts from, transcribe, and copy CONTRACTOR's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONTRACTOR pursuant to this Agreement. The CONTRACTOR shall also provide such assistance as may be required in the course of such audit. CONTRACTOR shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

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

23. EQUAL EMPLOYMENT OPPORTUNITY

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

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

The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information..

24. NON-DISCRIMINATION ASSURANCE

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

25. CONFLICT OF INTEREST

Depending on the nature of the work performed, a contractor of COUNTY CONNECTION may be subject to the same conflict of interest prohibitions established by the Federal Transit Administration (FTA) 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, CONTRACTOR and its employees may be required to disclose their financial interests (Fair Political Practices Commission Form 700). Under Section 18700.3 of Title 2, Division 6, of the California Code of Regulations, an employee of CONTRACTOR is required to disclose their financial interests on Form 700 if: (1) the person makes certain governmental decisions; or (2) the person serves in a staff capacity with the AGENCY and in that capacity participates in making governmental decisions or performs the same duties for COUNTY CONNECTION that would typically be performed by a COUNTY CONNECTION employee who is required to file Form 700.

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

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

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

26. WARRANTY OF SERVICES

- CONTRACTOR warrants that its professional services will be performed in accordance with the professional standards of practices of comparable firms at the time the services are rendered. In addition, CONTRACTOR shall provide such specific warranties as may be set forth in the Agreement.
- In the event that any services provided by the CONTRACTOR hereunder are deficient because of CONTRACTOR's or subcontractor'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 CONTRACTOR within a reasonable time. COUNTY CONNECTION thereafter shall have:
 - (1) The right to have the CONTRACTOR re-perform such services at the CONTRACTOR's expense; or
 - (2) The right to have such services done by others and the costs thereof charged to and collected from the CONTRACTOR if within thirty days after written notice to the CONTRACTOR requiring such re-performance, CONTRACTOR fails to give satisfactory evidence to COUNTY CONNECTION that it has undertaken said re-performance.
 - (3) The right to terminate the Agreement for default.

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

27. NOTICES

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

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to COUNTY CONNECTION: COUNTY CONNECTION Attn: General Manager 2477 Arnold Industrial Way Concord, CA 94520-5327

If to the CONTRACTOR:

Attn:

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

28. 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.

29. 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.

30. COMPLIANCE WITH ALL LAWS

CONTRACTOR 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.

31. RIGHTS AND REMEDIES

32. 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.

33. 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.

34. THIRD PARTY BENEFICIARIES

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

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. 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.

37. SEVERABILITY

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

COUNTY CONNECTION:

CONTRACTOR:*

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.*

FEDERAL REQUIREMENTS

In its performance of the Agreement, Contractor will comply with all of the applicable Federal Transit Administration (FTA) clauses identified below, as indicated by a checked box next to the clause title.

- ☒ **DEFINITIONS.**
- ☒ **FLY AMERICA REQUIREMENTS.**
- ☒ **ENERGY CONSERVATION.**
- ☒ **RECYCLED PRODUCTS.**
- ☒ **CARGO PREFERENCE REQUIREMENTS.**
- ☒ **ACCESS TO RECORDS AND REPORTS.**
- ☒ **FEDERAL CHANGES.**
- ☒ **NO GOVERNMENT OBLIGATION TO THIRD PARTIES.**
- ☒ **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.**
- ☒ **CIVIL RIGHTS REQUIREMENTS.**
- ☒ **SAFE OPERATION OF MOTOR VEHICLES.**
- ☒ **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.**
- ☒ **TELECOMMUNICATIONS EQUIPMENT OR SERVICES; VIDEO SURVEILLANCE EQUIPMENT OR SERVICES.**
- ☒ **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.**

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

"Bid" means bid, proposal, or offer.

"Bidder" means bidder, proposer, or offeror.

"Contract" means the agreement to which these Federal Terms and Conditions apply.

"Contractor" means the person or entity named in the Purchase Order, Bid, Proposal or Contract to which these Federal Terms and Conditions apply.

"County Connection" means Central Contra Costa Transit Authority.

"FTA" means the Federal Transit Administration.

"U.S. DOT" means United States Department of Transportation.

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.

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.*

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.

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 loading 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.

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.

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.

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.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 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.

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.

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.

CIVIL RIGHTS REQUIREMENTS.

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.

Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:

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.

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.

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.

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.

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.

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).

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.

VETERANS PREFERENCE. To the extent practicable, the Contractor agrees that it and its subcontractors:

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

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.

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.

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.

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.

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.

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.

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: **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.

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.

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.

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.

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 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.

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.

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.

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.

DAVIS-BACON ACT REQUIREMENTS.

Minimum wages

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.

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.

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.

(a) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the

construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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.

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 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.

(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.

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.

Apprentices and trainees

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.

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.

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.

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.

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.

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.

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.

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.

Certification of eligibility

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).

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).

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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)

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.

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.

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.

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.

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.

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.

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.

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.

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

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.

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.

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.

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.

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.

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.

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

The Contractor agrees to promptly notify the FTA Chief Counsel and the FTA Regional Counsel for Region IX if it has knowledge of (i) any current or prospective legal matter that may affect the Federal Government, including but not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason, or (ii) any matters that may affect the Federal Government, including but not limited to, the Federal Government's interests in the Federal Award supporting this Contract, this Contract and any amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

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

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

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

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

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

ATTACHMENT J — VEHICLE LEASE AGREEMENT

THIS VEHICLE LEASE AGREEMENT (“Lease”) is entered into as of the ____ day of _____, 2027, by and between the Central Contra Costa Transit Authority (“County Connection” or “Lessor”) and _____ (“CONTRACTOR” or “Lessee”), as a condition of the Agreement for Professional Services for ADA paratransit and related services between the parties (the “Services Agreement”).

WITNESSETH

WHEREAS, County Connection owns revenue vehicles acquired in whole or in part with financial assistance from the Federal Transit Administration, which are used to provide ADA paratransit and related services; and

WHEREAS, certain of those vehicles, together with vehicles owned by the Livermore Amador Valley Transit Authority (“LAVTA”) and made available to County Connection under the memorandum of understanding between County Connection and LAVTA, are to be operated by Lessee in performing the Services Agreement; and

WHEREAS, County Connection is willing to make those vehicles available to Lessee solely for the performance of the Services Agreement, and Lessee is willing to accept, operate, and maintain them on the terms set forth below;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and premises hereinafter set forth, it is mutually agreed as follows:

1. LEASED VEHICLES

Lessor hereby furnishes to Lessee, and Lessee accepts, the revenue vehicles identified in the Provided Vehicle List attachment to the Request for Proposals, as that list may be amended from time to time (the “Vehicles”). Lessor may add Vehicles to, substitute Vehicles within, or withdraw Vehicles from this Lease at its discretion upon written notice to Lessee, including to effect scheduled vehicle replacement. Withdrawal or substitution of Vehicles shall not, by itself, entitle Lessee to any adjustment in compensation under the Services Agreement.

2. TERM

The term of this Lease shall be coterminous with the Services Agreement, which consists of a three (3) year base term with two (2) additional one-year option terms exercisable by County Connection. This Lease shall terminate automatically upon the expiration or termination of the Services Agreement for any reason, without further notice.

3. USE OF VEHICLES

3.1. Permitted Use.

Lessee shall use the Vehicles solely to provide the services required under the Services Agreement. Lessee shall not use the Vehicles for any other purpose, including any use for the benefit of Lessee or any third party, without the prior written approval of County Connection.

3.2. Prohibited Uses.

Because the Vehicles were acquired with federal financial assistance, Lessee shall not use the Vehicles to provide charter service as defined at 49 CFR Part 604 or exclusive school bus service as defined at 49 CFR Part 605. Lessee shall not use the Vehicles for personal use by its employees or agents, for driver training conducted for the benefit of Lessee's other operations, or for revenue service outside the County Connection and LAVTA service areas, without the prior written approval of County Connection. Special transportation services described in the Scope of Work shall be performed under a separate agreement between Lessee and the requesting member jurisdiction or its designee, using vehicles other than the Vehicles, unless County Connection has given prior written approval and the service is permissible under 49 CFR Part 604.

3.3. Operators; No Sublease.

Only Lessee's employees who satisfy the personnel, licensing, and training requirements of the Scope of Work may operate the Vehicles. Lessee shall not sublease, lend, or otherwise permit any SUBCONTRACTOR or third party to operate or take possession of the Vehicles without the prior written approval of County Connection.

4. 4. ACCEPTANCE AND CONDITION

The Vehicles will be furnished to Lessee upon execution of this Lease and Lessee's delivery of the certificates of insurance and endorsements required below. Before the commencement of service, Lessee and County Connection shall jointly inspect each Vehicle and record its condition and odometer reading in a written condition report signed by both parties, in accordance with the contractor acceptance provisions of the Scope of Work. Lessee accepts each Vehicle in its condition as recorded, and Lessor makes no warranty, express or implied, as to the condition, merchantability, or fitness for a particular purpose of any Vehicle beyond what is stated in this Lease.

5. 5. RENT AND OPERATING COSTS

Lessor furnishes the Vehicles to Lessee at no rental charge. Lessee shall bear all costs of operating the Vehicles in performing the Services Agreement, including operator wages, consumables, cleaning, and routine servicing, except as otherwise provided in the Services Agreement. Fuel for the Vehicles shall be handled as provided in the Services Agreement and the Request for Proposals, including any pass-through treatment of fuel costs.

6. 6. MAINTENANCE

6.1. Lessee's Obligation.

Lessee shall maintain the Vehicles in accordance with the maintenance program requirements of the Scope of Work, at its own cost, including preventive maintenance inspections, daily vehicle inspections, running repairs, tires, body work, cleaning, and compliance with all California Highway Patrol and other regulatory inspection requirements. Lessee shall maintain complete maintenance records for each Vehicle and shall make them available to County Connection and LAVTA on request.

6.2. No Modifications.

Lessee shall not alter, modify, add to, or remove any equipment, decal, livery, or marking from any Vehicle without the prior written approval of County Connection. Any approved addition that cannot be removed without damage shall become the property of Lessor at the expiration of this Lease.

6.3. Capital Replacement.

Lessor remains responsible for capital replacement of the Vehicles and for major component replacement not arising from Lessee's negligence, abuse, or failure to maintain the Vehicles as required.

6.4. Inspection.

All Vehicles are subject to inspection by County Connection or LAVTA at any time without notice.

7. DAMAGE, LOSS, AND REPAIR

Lessee shall be responsible for the cost of repairing any damage to a Vehicle arising from the negligence, abuse, or misuse of Lessee or its employees, agents, or SUBCONTRACTORS, including all insurance deductibles. In the event a Vehicle is declared a total loss while in Lessee's possession, Lessee shall be responsible for the deductible and shall cooperate with Lessor in the settlement of the claim. Lessee shall report any collision, damage, theft, or vandalism involving a Vehicle in accordance with the accident and incident reporting requirements of the Scope of Work.

8. INSURANCE

8.1. Required Coverage.

Lessee shall procure and maintain, at its own expense, the insurance coverages and limits required under the insurance provisions of the Request for Proposals and the Services Agreement, including commercial general liability, business automobile liability, and workers' compensation and employers' liability coverage.

8.2. Physical Damage to Vehicles.

Lessee shall in addition provide first-party physical damage insurance (comprehensive and collision) covering the Vehicles for their full replacement value while in Lessee's possession or control. County Connection and LAVTA shall be named as loss payees under that coverage, and Lessee shall be responsible for payment of all deductibles.

8.3. Endorsements and Evidence.

Prior to Lessor furnishing any Vehicle, Lessee shall file certificates of insurance and endorsements with County Connection evidencing the required coverages, naming County Connection, LAVTA, and their respective directors, officers, employees, volunteers, and agents as additional insureds (except under workers' compensation), stating that the coverage is primary and non-contributory, containing a waiver of subrogation in favor of Lessor and LAVTA, and providing that thirty (30) days' advance written notice of cancellation, non-renewal, or reduction in limits will be given to County Connection.

9. TITLE, REGISTRATION, AND LIENS

Title to each Vehicle remains at all times with County Connection or LAVTA, as applicable. This Lease conveys only a right of use for the term stated. Lessee shall not sell, encumber, pledge, or permit any lien or claim to attach to any Vehicle, and shall promptly notify County Connection and take all action necessary to remove any lien or claim that does attach. Lessee acquires no equity or ownership interest in any Vehicle by reason of this Lease or its performance of the Services Agreement.

10. INDEMNIFICATION

Lessee shall indemnify, defend, keep, and save harmless County Connection and LAVTA, and their respective directors, officers, agents, and employees, from and against any and all suits, claims, actions, losses, or liabilities arising out of the possession, operation, maintenance, or use of the Vehicles by Lessee or its employees, agents, or SUBCONTRACTORS. This obligation is in addition to, and does not limit, the indemnification obligations of the Services Agreement, and survives the expiration or termination of this Lease.

11. SURRENDER AND RETURN OF VEHICLES

Upon the expiration or termination of this Lease, Lessee shall return all Vehicles, together with all keys, fare collection equipment, tablets, radios, and other onboard equipment, to the location designated by County Connection, in the same condition as recorded at acceptance, less normal wear and tear. Return shall be coordinated through the hand-off plan requirements of the Scope of Work. Lessee and County Connection shall jointly conduct an exit inspection of each Vehicle, and Lessee shall be responsible for the cost of restoring any Vehicle to the condition required by this Article.

12. DEFAULT AND TERMINATION

12.1. Default.

If Lessee fails to perform any obligation under this Lease and does not cure the failure within ten (10) days after written notice from County Connection, County Connection may declare Lessee in default and require the immediate return of any or all Vehicles, without prejudice to any other remedy available under this Lease or the Services Agreement.

12.2. Termination for Convenience.

County Connection reserves the right to terminate Lessee's use of any or all Vehicles at any time upon written notice, whereupon Lessee shall promptly surrender the affected Vehicles. Where such termination materially affects Lessee's ability to perform the Services Agreement, the parties shall negotiate an equitable adjustment under the changes provision of the Services Agreement.

13. ASSIGNMENT

This Lease is made in reliance upon the qualifications and responsibility of Lessee. Lessee shall not assign or transfer this Lease, or any interest in it, without the prior written consent of County Connection.

14. NOTICES

All notices under this Lease shall be deemed properly delivered when delivered personally, sent by email to the address designated by the receiving party, or deposited in the United States mail, postage prepaid, addressed as follows:

Lessor: Central Contra Costa Transit Authority, 2477 Arnold Industrial Way, Concord, CA 94520,
Attention: General Manager

Lessee: _____, Attention:

15. MISCELLANEOUS

This Lease shall be governed by the laws of the State of California. This Lease constitutes the entire agreement of the parties concerning the Vehicles and supersedes all prior oral or written understandings on that subject, and may be amended only in a writing signed by both parties. If any provision of this Lease is held invalid or unenforceable, the remainder shall be enforced to the greatest extent permitted by law. In the event of a conflict between this Lease and the Services Agreement, the Services Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Vehicle Lease Agreement by their duly authorized representatives as of the date first written above.

LESSOR: Central Contra Costa Transit Authority

RFP No. 2027-PT-01 Part 3 – Attachments & Exhibits
Attachment J — Vehicle Lease Agreement

By: _____ Title: General Manager

APPROVED AS TO FORM:

By: _____ Attorney for County Connection

LESSEE: _____ (business name)

By: _____ Title: _____

By: _____ Title: _____

* If Lessee is a corporation, two officers of the corporation consisting of one from each of the following categories must sign: 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 signs, Lessee shall submit satisfactory evidence that the individual is authorized to sign for and bind the corporation.

ATTACHMENT K — FACILITIES USE AGREEMENT

This Paratransit Facility Use Agreement (“Agreement”) is entered into as a condition of the Paratransit Services Contract between COUNTY CONNECTION (“COUNTY CONNECTION” or “Owner”) and (“CONTRACTOR” or “User”) on the same date as the commencement date of the Paratransit Services Contract.

1. PREMISES

COUNTY CONNECTION hereby agrees to allow CONTRACTOR to utilize the portions of the Paratransit Facility and adjacent yard areas (“Premises”) as described below and indicated on the attached site plan.

1.1. Paratransit Facility

The CONTRACTOR shall be entitled to occupy and utilize, non-exclusively, the areas of the second (main) floor designated as the Reservations/Dispatch office area, File Room, Restrooms, up to two offices, and the Copy Room. In addition, the

CONTRACTOR shall be entitled to occupy and utilize, non-exclusively, the entire first (ground) floor area including, Maintenance Shop, Maintenance Shop Office, Parts Room, Restrooms, and Lunchroom. The CONTRACTOR shall not have access to the Telephone Equipment Room or the Elevator Machinery Room.

1.2. Yard Area

The CONTRACTOR shall be entitled to utilize the yard areas adjacent to the Paratransit Facility. These areas shall be used for the storage and cleaning of the paratransit van vehicle fleet (fleet) only. The yard area directly adjacent to the maintenance shop vehicle doors shall be used for minor mechanical adjustments, which can be performed without the possibility of hazardous material contamination of the concrete surface.

2. TERM

The term of this Agreement shall be coterminous with the Services Agreement for Paratransit and Associates Services between COUNTY CONNECTION and CONTRACTOR (Services Agreement), which consists of a three (3)-year base term with two one-year extension options. In the event that the Services Agreement is terminated, this Agreement will be terminated as well.

3. DELIVERY OF PREMISES

COUNTY CONNECTION shall deliver to CONTRACTOR the Premises in a clean and acceptable physical condition for use for the purpose intended and the CONTRACTOR shall agree to assume all responsibility for the continued maintenance of the Premises in a condition not less than that which the areas were in at the time of commencement of this Agreement.

4. IMPROVEMENTS

COUNTY CONNECTION shall retain control, ownership, and approval rights to all CONTRACTOR-installed improvements. At the expiration of the Agreement, CONTRACTOR shall revert all claim and title to CONTRACTOR improvements, which are in some manner, attached to the physical structure of the Paratransit Facility and would result in cosmetic or structural damage to the Paratransit Facility upon their removal, to COUNTY CONNECTION. In the event CONTRACTOR wishes to retain possession of any such improvement upon expiration of this Agreement, CONTRACTOR shall be liable for all costs necessary to restore the affected area or areas to the original condition agreed upon at the commencement date of the Agreement. The method of repair shall be at the sole discretion of COUNTY CONNECTION.

5. TERMINATION

The COUNTY CONNECTION shall have the right to terminate this Agreement for convenience or default at any time by giving written notice to the CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall vacate the Premises within the time period set forth in the notice, in accordance with Section 6 of this Agreement.

6. CONDITION OF PREMISES DURING AND AT EXPIRATION OF AGREEMENT

CONTRACTOR shall, along with COUNTY CONNECTION's Kevin Finn, Manager of Facilities & Grants, inspect and agree upon the condition of the Premises at the inception of the Paratransit Services Contract. An exit inspection of the Premises shall be conducted at the expiration of the Contract to determine the extent of repair or refurbishment required to return the Premises to their original condition as agreed upon at the beginning of the Contract allowing for normal wear experienced during the term of the Contract.

7. MAINTENANCE AND TRASH REMOVAL

The CONTRACTOR shall be solely responsible for the routine cleaning and trash removal in all office and restroom areas of the Premises.

CONTRACTOR shall acquire and maintain trash removal services for a dumpster of appropriate size for the disposal of trash generated within the Premises of the CONTRACTOR.

The CONTRACTOR's Project Manager shall coordinate with COUNTY CONNECTION'S Maintenance Manager, the regular quarterly cleaning of the Paratransit maintenance shop areas. The COUNTY CONNECTION maintenance shop conducts a regularly scheduled quarterly cleaning of the COUNTY CONNECTION Maintenance Shop. The CONTRACTOR shall, at the same scheduled time as COUNTY CONNECTION Maintenance Shop personnel, conduct the quarterly cleaning of the Paratransit maintenance shop areas. The COUNTY CONNECTION Maintenance Department will instruct designated CONTRACTOR shop personnel in the operation of the COUNTY CONNECTION's forklift and steam cleaning equipment. CONTRACTOR shop personnel shall utilize same to transport all moveable shop equipment from the Paratransit Maintenance Shop to the COUNTY

CONNECTION Maintenance Shop steam clean room for cleaning. The quarterly cleaning shall be completed in a manner acceptable to the COUNTY CONNECTION Maintenance Manager.

8. BUILDING EXPENSES

COUNTY CONNECTION has provided a copy machine with document feeder and sorting capabilities. COUNTY CONNECTION will maintain a service agreement for the maintenance of this equipment. CONTRACTOR shall provide the necessary toner/inkjet cartridges and white paper supply for use by both entities in both pieces of equipment.

9. BUILDING REPAIRS

During the course of the Contract, repairs to the Paratransit Facility will be needed. COUNTY CONNECTION, as the legal owner of the facility, shall assume responsibility for the repair of structural or building-related equipment failures not resulting from negligent use or operation of the Facility or the provided equipment by the

CONTRACTOR and its employees, agents, or vendors. All other repairs will be the sole responsibility of CONTRACTOR with COUNTY CONNECTION approval.

CONTRACTOR shall notify the COUNTY CONNECTION Director of Administration or Maintenance Manager regarding situations that require the repair or maintenance of the Paratransit Facility. CONTRACTOR shall allow adequate and reasonable time for the COUNTY CONNECTION to determine the existent of the situation and repair the noted problem if needed.

If repairs are required due to the negligent act or acts of one or more of its employees, agents, or vendors, CONTRACTOR shall be liable for the cost of all repairs required to return the damaged portion of the Paratransit Facility to a condition acceptable to COUNTY CONNECTION management. CONTRACTOR shall notify the COUNTY CONNECTION Director of Transportation or the Director of Maintenance of the damage. The COUNTY CONNECTION Maintenance Manager will assess the extent of the damage and direct the needed repairs.

10. FIRE EXTINGUISHERS

COUNTY CONNECTION will also maintain certified fire extinguishers at approved locations throughout the facility. A firm selected by COUNTY CONNECTION will maintain the fire extinguishers annually. In the event CONTRACTOR utilizes a fire extinguisher, CONTRACTOR shall immediately notify the COUNTY CONNECTION Maintenance Manager of the usage and arrange for replenishment of the extinguisher at the CONTRACTOR's expense using the COUNTY CONNECTION's designated service firm.

11. HVAC

COUNTY CONNECTION shall have exclusive control of the thermostatic controls for the Paratransit Facility regarding minimum and maximum set points for heating and air conditioning. COUNTY CONNECTION shall maintain the HVAC equipment in a serviceable condition.

12. LANDSCAPING

COUNTY CONNECTION shall maintain the landscaping around the Paratransit Facility. It shall be the responsibility of the CONTRACTOR to ensure that receptacles for the disposition of discarded cigarettes and other smoking materials are maintained, and routinely serviced, and that discarded smoking materials not placed in the provided receptacle are picked up and removed on a daily basis.

13. NO SMOKING

Smoking is not permitted in any COUNTY CONNECTION building

14. YARD AREA

CONTRACTOR shall maintain the yard area directly adjacent to the vehicle service bay doors in a neat, clean, and orderly manner. No materials shall be stored around the exterior faces of the Paratransit Facility.

15. ACCESS TO FACILITIES

The CONTRACTOR shall have keyed access to the Paratransit Facility in order to make the building available to its employees during normal hours of operation. CONTRACTOR shall not have keyed access to areas not designated in premises above, which are for the exclusive use of COUNTY CONNECTION. Since parking space is limited, the CONTRACTORS may have to park off-site during certain times of the day. The CONTRACTOR may also make use of the employee shuttle that picks up and drops off at North Concord BART to augment parking solutions.

16. HAZARDOUS MATERIALS PROGRAM

The CONTRACTOR shall develop and actively maintain a Hazardous Materials Handling, Disposal, and Monitoring system including a regularly scheduled safety and training program as prescribed by Federal, State and Local laws and regulations. Records regarding storage, and disposition of hazardous materials shall be maintained as required by Federal, State, and Local laws and regulations. No hazardous material or any Proposition 65 materials shall be delivered to or placed within the CONTRACTOR's Premises without a current Material Safety Data Sheet (MSDS) on file in the CONTRACTOR's vehicle maintenance shop area.

17. RESERVATIONS AND VEHICLE MAINTENANCE COMPUTER SYSTEMS

COUNTY CONNECTION will provide to CONTRACTOR an operational networked computer system for the purpose of scheduling rides and maintaining a database of eligible clients. The Reservations system will consist of two (2) network servers, a laser printer, and eleven (11) workstations. COUNTY CONNECTION will provide for the hardware maintenance on the physical computer components and provide back up of all data. The CONTRACTOR shall be responsible for annual software maintenance and upgrade contract with Trapeze® Software Group, Inc. for the Trapeze® PASS Scheduling software. The software agreement shall be in the name of COUNTY CONNECTION and funded by the CONTRACTOR.

The CONTRACTOR shall also designate at least one employee as a software product administrator for the purpose of training and assisting other CONTRACTOR employees with the operation of the system.

The workstation located in the office of the CONTRACTOR's Project Manager shall be connected to the COUNTY CONNECTION web network for the purpose of receiving software updates and to provide Trapeze technical support personnel modem access to the reservations system for routine maintenance and troubleshooting.

The CONTRACTOR may, at its discretion and expense, install a CONTRACTOR owned computer system in the maintenance shop office for the purpose of maintaining computerized vehicle maintenance records.

18. TELEPHONE LINES AND CHARGES

The telephone system in the Paratransit Facility is owned and operated by COUNTY CONNECTION. CONTRACTOR shall utilize the provided telephone system for the purposes required by the Contract. CONTRACTOR shall have unlimited outbound access through COUNTY CONNECTION'S telephone system. COUNTY CONNECTION maintains a call detail recording system and shall use same to determine the costs associated with the outbound services consumed by CONTRACTOR. County Connection will pay the expense for all incoming and outbound phone calls related to the management of the Contract. All other calls will be the CONTRACTORS responsibility to pay.

Telephone line connections to the CONTRACTOR's Project Manager's desk and the shop office desk will be provided by COUNTY CONNECTION.

COUNTY CONNECTION maintains a telephone line to the Paratransit Facility facsimile (FAX) machine. COUNTY CONNECTION will assume all responsibility for repairs or replacements required by normal wear for all telephone sets. CONTRACTOR shall be responsible for all damage to equipment caused by the negligence of CONTRACTOR's personnel, including, but not limited to spillage of liquids onto the phone sets, abuse, or any other act by CONTRACTOR personnel not related to the normal use of such equipment. The Manager of Information Technology shall approve any additions or modifications to the standard telephone set prior to installation or modification.

19. SPEED LIMITS ON COUNTY CONNECTION PREMISES

CONTRACTOR shall inform all of its employees, agents, and vendors of the MANDATORY posted speed limit of all vehicles while traversing the COUNTY CONNECTION bus parking pad. Violations of the posted speed limit will be brought to the attention of the Senior Manager of Specialized Services and appropriate remedial action will be required.

20. VENDOR CONTACTS

The CONTRACTOR and its employees and agents shall not refer any vendor for maintenance products or services to COUNTY CONNECTION'S Maintenance Department. The COUNTY CONNECTION Maintenance Department maintains its own program and procedures for vendor selection.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

COUNTY CONNECTION :

CONTRACTOR*: (BUSINESS NAME)

By:

By:

Title: General Manager

Title:

ATTEST:

ATTEST:

By:

By:

Secretary for COUNTY CONNECTION

Secretary for the CONTRACTOR

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By:

By:

Attorney for COUNTY CONNECTION

Attorney for the CONTRACTOR

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

ATTACHMENT L — ACKNOWLEDGEMENT OF INDEMNIFICATION & INSURANCE REQUIREMENTS

Included in the Proposal Price is full compensation for the requirements set forth INSURANCE REQUIREMENTS of the Contract Documents, including:

- A. WORKERS' COMPENSATION (per statutory requirement).
 - Policy shall include a waiver of subrogation.
- B. EMPLOYER'S LIABILITY coverage.
 - (1) One Million Dollars (\$1,000,000) each accident;
 - (2) One Million Dollars (\$1,000,000) by disease-policy limit; and
 - (3) One Million Dollars (\$1,000,000) by disease-each employee
 - (4) Policy shall include a Waiver of Subrogation Endorsement
- C. COMMERCIAL GENERAL LIABILITY coverage (covering any loss or liability, including the cost of defense of any action, for Bodily Injury, Death, Personal Injury and Property Damage) at least as broad as Insurance Services Office (ISO) CG 00 01 of not less than:
 - (1) Ten Million Dollars (\$10,000,000) per occurrence;
 - (2) Ten Million Dollars (\$10,000,000) general aggregate (per project/location); and
 - (3) Ten Million Dollars (\$10,000,000) products and completed operations aggregate.
 - Policy shall include Primary and Non-Contributory as broad as CH 20 01 (or equivalent), Waiver of Subrogation, and Additional Insured Endorsements using ISO CG 20 10 for Ongoing Operations (or equivalent) and CG 20 37 for Completed Operations (or equivalent)
 - Policy will also contain either a Cross Liability endorsement or Severability of Interests Clause
- D. BUSINESS AUTOMOBILE LIABILITY INSURANCE coverage for owned, non-owned, and hired autos using ISO Business Automobile Coverage form CA 00 01 (or equivalent) of not less than:
 - (1) Ten Million Dollars (\$10,000,000) each accident.
 - Policy shall include a Waiver of Subrogation and Additional Insured Endorsement
- E. SEXUAL ABUSE OR MOLESTATION ("SAM") insurance coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than:
 - (1) One Million Dollars \$1,000,000 per occurrence.
- F. CRIME INSURANCE (EMPLOYEE THEFT)
 - (1) Employee Dishonesty \$250,000
 - (2) Depositors' Forgery \$250,000
 - (3) Off and On Premises \$50,000
 - (4) Computer Fraud \$250,000

Signature of Proposer/Title

Date