

REQUEST FOR PROPOSALS
SECURITY GUARD SERVICES

#2020-MA-03

DATE ISSUED: OCTOBER 14, 2020

PRE-PROPOSAL MEETING: OCTOBER 21, 2020, 10:00 AM

DEADLINE FOR REQUESTS FOR CLARIFICATIONS:
OCTOBER 28, 2020, 4:00 PM

DEADLINE FOR REPLIES TO REQUESTS CLARIFICATIONS:
NOVEMBER 4, 2020

PROPOSAL OPENING: NOVEMBER 12, 2020, 2:00 PM

Table of Contents

NOTICE INVITING PROPOSALS

1.	INTRODUCTION.....	1
2.	PROPOSAL DUE DATE.....	1
3.	OPTIONAL PRE-PROPOSAL MEETING.....	1
4.	INTERPRETATION OF SPECIFICATIONS.....	1
5.	WITHDRAWAL OF PROPOSAL.....	2
6.	SCOPE OF SERVICES.....	2
7.	COMMUNICATIONS AND CONTACT DURING RFP PROCESS.....	2
8.	PROPOSER’S REPRESENTATIONS.....	2
9.	PROPOSAL CONTENT.....	2
10.	SCREENING, SELECTION AND AWARD.....	4
11.	SELECTION CRITERIA.....	5
12.	AGREEMENT FOR PROFESSIONAL SERVICES.....	5
13.	DISADVANTAGED BUSINESS ENTERPRISES.....	5
14.	PROTEST PROCEDURES.....	6
15.	CONFIDENTIALITY OF PROPOSALS.....	6
16.	TENTATIVE SCHEDULE.....	7
17.	NON-COLLUSION CERTIFICATION.....	7
18.	PENALTY FOR COLLUSION.....	7
19.	CONFLICT OF INTEREST.....	8
20.	LEVINE ACT.....	8
21.	ATTACHMENTS AND RFP EXHIBITS.....	8
	-SCOPE OF WORK.....	9
	-SCHEDULE OF SERVICE.....	10
	-FREQUENTLY ASKED QUESTIONS.....	11
	-EXHIBIT A – PROPOSAL FORM.....	12
	-PROPOSER’S EEO CERTIFICATION.....	13
	-LIST OF SUBCONTRACTORS.....	14
	-LIST OF PRIME CONTRACTOR AND SUBCONTRACTORS/SUPPLIERS.....	15
	-DBE/SBE GOOD FAITH EFFORT FORM.....	16
	-FAIR EMPLOYMENT PRACTICES CERTIFICATE.....	17
	-WORKERS’ COMPENSATION CERTIFICATION.....	19
	-SAMPLE AGREEMENT.....	20

CENTRAL CONTRA COSTA TRANSIT AUTHORITY

NOTICE INVITING PROPOSALS

The Chief Operating Officer, Scott Mitchell, will receive sealed proposals in his office, located at 2477 Arnold Industrial Way, Concord, California 94520, at any time prior to the hour of 2:00 p.m., on Thursday, November 12, 2020, for:

SECURITY GUARD SERVICES

COUNTY CONNECTION PROJECT 2020-MA-03

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

A pre-proposal meeting and job walk will be conducted on October 21, 2020, at 10:00 a.m. at the County Connection Maintenance Building, located at 2477 Arnold Industrial Way, Concord, CA 94520. Although attendance at the pre-proposal meeting is not mandatory, it is strongly encouraged to assure Proposers are familiar with the Scope of Work and to ask any questions relative to this Request for Proposal. All current State and local COVID-19-related health orders will be enforced, including the wearing of face masks and social distancing.

County Connection hereby notifies all Proposers that it is the policy of County Connection to ensure nondiscrimination on the basis of race, color, sex or national origin in the award and administration of contracts that it awards. County Connection has committed to a three-year, overall DBE goal of 4.65% for the participation of small, disadvantaged business enterprisers. Proposers are urged to obtain Disadvantaged Business Enterprise (DBE) and/or Small Business Enterprise (SBE) participation for this contract, although there is no specific DBE or SBE contract goal. Proposers are encouraged to attend the pre-proposal meeting to better understand the applicable DBE and SBE requirements. For assistance, contact Kristina Martinez, DBE Officer, at (925) 680-2031.

Proposals will be examined and reported to the County Connection Board of Directors within sixty (60) calendar days after the proposal opening. County Connection reserves the right to reject any and all proposals or to waive any irregularity or informalities in any proposal or in the proposing procedure, or to postpone the proposal opening for good cause. No Proposer may withdraw its proposal for a period of ninety (90) days after the date of opening of proposals. Each Proposer will be notified of award of contract, if award is made.

Proposers and any approved subcontractors shall hold such current and valid Proposer's Licenses as required by California law at the time of award.

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

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

Date: October 14, 2020

RICK RAMACIER, GENERAL MANAGER

REQUEST FOR PROPOSALS

TO PROVIDE SECURITY GUARD SERVICES

1. INTRODUCTION

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

A. County Connection

County Connection, headquartered in Concord, CA, was formed in 1980 as a joint powers agency to provide coordinated transportation services within central Contra Costa County. County Connection is governed by an 11-member Board of Directors representing the following member jurisdictions: the Cities of Clayton, Concord, Lafayette, Martinez, Orinda, Pleasant Hill, San Ramon, Walnut Creek, the Towns of Danville and Moraga and unincorporated areas of central Contra Costa County. The County Connection service area encompasses 200 square miles with a population approaching 500,000.

B. Proposal Request

County Connection is seeking proposals from qualified contractors to provide security guard services for a period of three (3) years commencing January 1, 2021, expiring on December 31, 2024. County Connection will retain the option to issue a two (2) year extension for a total potential contract term of five (5) years.

2. PROPOSAL DUE DATE

One (1) original and one (1) copy of your sealed, written proposal must be received at County Connection's Administrative Headquarters, 2477 Arnold Industrial Way, Concord, California 94520 by 2:00 PM, November 12, 2020, addressed to the attention of Scott Mitchell, Chief Operating Officer, titled "Request for Proposals 2020-MA-03, Security Guard Services".

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

3. OPTIONAL PRE-PROPOSAL MEETING

An optional pre-proposal meeting and job walk will be conducted on October 21, 2020, at 10:00 AM at the County Connection Maintenance Building, located at 2477 Arnold Industrial Way, Concord, CA 94520. Although attendance at the pre-proposal meeting is not mandatory, it is strongly encouraged to assure Proposers are familiar with the Scope of Work and to ask any questions relative to this Request for Proposal. All current State and local COVID-19-related health orders will be enforced, including the wearing of face masks and social distancing.

4. INTERPRETATION OF SPECIFICATIONS

Any questions and/or requests for clarification regarding this RFP must be emailed to Kevin Finn, Manager of Grants and Purchasing, at finn@countyconnection.com and received by 4:00 PM on October 28, 2020. Any modification of these specifications will be made in writing by addendum and

posted on County Connection's website at countyconnection.com. Oral interpretations will not be binding on County Connection.

5. WITHDRAWAL OF PROPOSAL

Submission of a proposal shall constitute a firm offer to County Connection for ninety (90) 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 mailed or faxed request for its withdrawal to Lathina Hill, County Connection Board Clerk at 2477 Arnold Industrial Way, Concord, CA 94520, Fax: 925-680-2044. A telephone request is not acceptable.

6. SCOPE OF SERVICES

The Scope of Services for the Security Guard Services included in this RFP is more specifically described in Attachment I, Scope of Work.

7. COMMUNICATIONS AND CONTACT DURING RFP PROCESS

Once this RFP is issued to the public, effective October 14, 2020, any and all communication between any and all prospective Proposers and County Connection must take place between representatives of a Proposer and the staff of County Connection as indicated within this RFP. Under no circumstances is it allowable for any member of a prospective Proposer or their representative to contact a member of the Board of Directors for County Connection to discuss this RFP or anything remotely related or connected to it. This prohibition shall be in effect until the successful Proposer and County Connection execute an awarded contract.

Any violation of this requirement of the RFP may automatically disqualify a Proposer.

8. PROPOSER'S REPRESENTATIONS

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

9. PROPOSAL CONTENT

Proposals must be typed and must address each item below. Proposals must be in sufficient detail to permit evaluation and demonstrate ability to meet the requirements of this RFP. Proposals that do not include all the required information and fully completed proposal forms may be rejected as non-responsive. Proposers must submit their proposals in accordance with the following:

A. Cover Letter

The cover letter should summarize the major points contained in the proposal, and should be signed by a representative of the firm with the authority to negotiate and bind the firm. The Proposer must acknowledge that their proposed revenue and other terms of the Proposal shall be firm for at least ninety (90) days from the due date for the Proposals. Indicate whether there are any conflicts of interest that would limit your firm's ability to provide the requested services. See Section 19. Provide any required disclosures pursuant to the Levine Act. See Section 20. Indicate the proposer is prepared to sign the Services Agreement. See Section 12.

B. Firm Profile

Each Proposer should provide the firm's name, business address, and telephone number, as well as a brief description of the firm's size (nationally and locally).

C. Background and Experience

In order to be considered for selection for award of a contract, each Proposer must provide information about its company so that County Connection can evaluate the firm's stability and ability to support the commitments set forth in response to the RFP. If the Proposer is a joint-venture partner, describe the organizational arrangement and roles and responsibilities between the firms.

County Connection may require a Proposer to provide additional information and/or clarify requested information. To be considered qualified for consideration of award of a contract, Proposers must meet the following minimum requirements:

1. Have a minimum of three years' experience in providing Security Guard Services similar in scope as that described herein; and preferably, headquarters located in the San Francisco Bay Area.
2. Have sufficient and adequately trained staff and guards, including guard supervisors, to manage the various functions required under the contract without subcontracting.
3. Have the necessary vehicles and equipment to effectively and adequately perform the services required under this contract.
4. Demonstrate the ability to meet the insurance requirements set forth herein.
5. Have a current and valid Private Patrol Operator License in good standing issued by the California Department of Consumer Affairs.
6. Have staff and guards, including guard supervisors that are able to understand, speak, read and write English at a proficiency level that allows for effective communication with County Connection staff, customers, vendors, contractors and the general public.

In addition to the qualifications described above, Proposers shall describe their experience in providing the specified services for similar operations and/or entities, including public transportation agencies, if any.

The Contractor shall assume full responsibility for all services provided under this Contract and shall not subcontract any portion of the required services without the express prior written approval of County Connection.

D. Compensation

Proposers must fill out and submit the Proposal Form, Exhibit A.

E. Licenses and Certifications

Proposers must be properly licensed and/or certified as a provider of Security Guard Services by the California Department of Consumer Affairs. Moreover, the Contractor must maintain current and in good standing a valid Private Patrol Operator License during the full course of the Contract, including any option extensions.

Submit evidence of licensure with your proposal submission.

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

F. Required Forms

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

1. Proposal Form
2. Disadvantaged Business Enterprise (DBE) Form -- List of Prime Contractor and Subcontractors/Suppliers

10. SCREENING, SELECTION AND AWARD

Screening and selection will take place through the process described below. Contract award will be made to the Proposer that submits the proposal considered to be most advantageous to County Connection based on the process and the Selection Criteria set forth below.

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

The screening and selection process will be as follows:

Step 1.

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

Step 2.

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

Step 3.

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

11. SELECTION CRITERIA

For the compensation option selected by County Connection, the evaluation/selection committee will evaluate the proposals submitted according to the following criteria:

- * Firm’s Experience, Qualifications and References.....40%
- * Estimated Grand Total Proposal Price for a Three-Year Period (and One Two-Year Option).....25%
- * Geographic Location of Security Company’s Main Office.....15%
- * Firm’s Specific Experience Working for Public Agency of Similar Size and Complexity.....40%
- * Ability to respond to Local, Regional, National Emergencies or Elevated Threat Levels10%
- Total.....130%**

12. AGREEMENT FOR PROFESSIONAL SERVICES

The firm selected by County Connection to provide the services outlined in this RFP will be required to execute an Agreement for Services with County Connection. A sample of the general form of this Agreement is attached hereto so that Proposers will have an opportunity to review the terms and conditions that will be included in the final contractual agreement. If a Proposer desires any additions, deletions or modifications to the form of Agreement, they must be submitted with the proposal. 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 Agreement. No requests for modifications will be accepted unless such requests were submitted with the proposal.

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

13. DISADVANTAGED BUSINESS ENTERPRISES

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

It is County Connection’s policy to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBE’s) can compete fairly for contracts and subcontracts relating to County Connection’s construction, procurement and professional services activities. To this end, County Connection has developed procedures to remove barriers to DBE participation in the proposal and award process and to assist DBE’s to develop and compete successfully outside of the DBE Program. In connection with the performance of this contract, the Contractor will cooperate with County Connection in meeting these commitments and objectives.

In addition to and in accordance with the federal DBE Regulations (49 CFR Part 26.39), County Connection has implemented a small business element, as part of its DBE Program. County Connection encourages the participation of Disadvantaged Business Enterprises (DBEs) for contracting and subcontracting opportunities available at County Connection. Disadvantaged

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

The Contractor is required to make the following assurance in its agreement with County Connection and to include this assurance in any agreements it makes with subcontractors in the performance of this contract:

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

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

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

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

14. PROTEST PROCEDURES

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

Protests based upon County Connection staff's recommendation for award of the Contract shall be submitted in writing within forty-eight (48) hours of receipt of notice of staff recommendation of award. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

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

15. CONFIDENTIALITY OF PROPOSALS

The California Public Records Act (California Government Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between County Connection and 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. The Proposer may not designate its entire proposal or bid as confidential. Additionally, Proposer may not designate its cost proposal or any required bid forms or certifications as confidential.

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

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

16. TENTATIVE SCHEDULE

The tentative schedule of significant events relating to this project is provided below. County Connection reserves the right to modify this schedule and any specific time-of-day deadlines as discussed in the following section.

- A. Request for Proposals Issued - OCTOBER 14, 2020
- B. Pre-Proposal Meeting - OCTOBER 21, 2020, 10:00 AM
- C. Deadline for Requests for Clarifications - OCTOBER 28, 2020, 4:00 PM
- D. Deadline for replies to Requests Clarifications - NOVEMBER 4, 2020
- E. Proposal Opening - NOVEMBER 12, 2020, 2:00 PM via a Zoom Meeting. The link to attend the Zoom Proposal Opening to be posted to County Connection's website at www.countyconnection.com.

17. NON-COLLUSION CERTIFICATION

By submitting a proposal, a Proposer represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not herein named, and that Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham bid, or any other person, firm or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer.

18. PENALTY FOR COLLUSION

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

19. CONFLICT OF INTEREST

CONTRACTOR represents and warrants that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Agreement. 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 member, officer or employee of the County Connection or of any of its member jurisdictions during his/her tenure of office, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom.

20. LEVINE ACT

The Levine Act (Government Code 84308) is part of the Fair Political Practices Act that applies to elected officials who serve on appointed Boards such as the District. The Levine Act prohibits any County Connection Board Member from participating in or influencing the decision on awarding a Contract with County Connection to anyone who has contributed \$250.00 or more to the Board Member within the previous twelve months. The Levine Act also requires a member of the County Connection Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, County Connection Board members are prohibited from soliciting or accepting a contribution from a party applying for a Contract while the matter of awarding the Contract is pending before County Connection or for three months following the date a final decision concerning the Contract has been made.

Proposers must disclose on the record any contribution of \$250.00 or more that they have made to a County Connection Board Member within the twelve-month period preceding submission of your Proposal. This duty applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation that is part of your team. If you have made a contribution that needs to be disclosed, you must include this information with your Proposal.

21. ATTACHMENTS AND RFP EXHIBITS

- SCOPE OF WORK
- SCHEDULE OF SERVICE
- FREQUENTLY ASKED QUESTIONS
- EXHIBIT A – PROPOSAL FORM
- PROPOSER'S EEO CERTIFICATION
- LIST OF SUBCONTRACTORS
- LIST OF PRIME CONTRACTOR AND SUBCONTRACTORS/SUPPLIERS
- DBE/SBE GOOD FAITH EFFORT FORM
- FAIR EMPLOYMENT PRACTICES CERTIFICATE
- WORKERS' COMPENSATION CERTIFICATION
- SAMPLE AGREEMENT

ATTACHMENT I

SCOPE OF WORK

Central Contra Costa Transit Authority is in need of Security Guard Service for its property at 2477 Arnold Industrial Way, Concord, CA. The following minimum Scope of Work should be the basis for services to be provided. The Contractor may provide additional services beyond this Scope of Work, but the minimum acceptable will be the tasks listed in this section.

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

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

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

SCHEDULE OF SERVICE

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

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

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

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

FREQUENTLY ASKED QUESTIONS

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

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

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

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

Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

Proposer's Name

Proposer's Address

Proposer's Total Number of Employees

GENERAL

Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm(s) without regard to or because of race, color, religious creed, national origin, ancestry, sex, age, physical or mental disability, medical condition, marital status, veteran's status, sexual orientation, gender identity, or genetic information.

PROPOSER'S CERTIFICATION

1. The Proposer has a written policy statement prohibiting any discrimination in all phases of employment.

Yes _____

No _____

2. This policy statement is available for inspection to any of Proposer's employees or to any applicants for employment.

Yes _____

No _____

3. The Proposer periodically conducts a self-analysis or utilization analysis of its workforce. This analysis is reviewed and updated at least annually.

Yes _____

No _____

4. **THE PROPOSER HAS A SYSTEM FOR DETERMINING IF ITS EMPLOYMENT PRACTICES ARE DISCRIMINATORY AGAINST PROTECTED GROUPS.**

Yes _____

No _____

5. Where problem areas are identified in employment practices, the Proposer has a system for taking reasonable corrective action to include establishment of affirmative action goals and timetables.

Yes _____

No _____

Printed Name and Title of Authorized Representative

Signature

Date

LIST OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4114, inclusive, of the Public Contract Code of the State of California, each Contractor shall set forth the name, business address, Contractor's license number of each subcontractor whom the Contractor proposes to have perform work or labor or render service in or about the construction of the work in an amount in excess of one-half of one percent (.5%) of the total proposal price, and the portion of the work which will be done by each such subcontractor.

NAME OF SUBCONTRACTOR	LOCATION OF BUSINESS	LICENSE NUMBER/ DIR REG. NUMBER	PORTION OF WORK
1) _____	_____	_____	_____
2) _____	_____	_____	_____
3) _____	_____	_____	_____
4) _____	_____	_____	_____
5) _____	_____	_____	_____
6) _____	_____	_____	_____
7) _____	_____	_____	_____
8) _____	_____	_____	_____
9) _____	_____	_____	_____
10) _____	_____	_____	_____

LIST OF PRIME CONTRACTOR AND SUBCONTRACTORS/SUPPLIERS

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

Disadvantaged Business Enterprise: Yes* _____ No _____
 Title: _____
 Firm's Annual Gross Receipts**: _____

Small Business Enterprise: Yes* _____ No _____
 Age of Firm: _____

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

**Optional

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

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

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

 Signature of Owner or Authorized Representative

 Title

 Date

**DBE/SBE GOOD FAITH EFFORT FORM
SELECTION PROCESS OF SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS**

Contract Name: Security Guard Service

Contractor's Name: _____

Owner or Contact Person and Title: _____

Address: _____

Phone: _____

Email: _____

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

Attach additional sheets as necessary.

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

Company Name: _____

Authorized Signature: _____

Title: _____

Date: _____

FAIR EMPLOYMENT PRACTICES CERTIFICATE

In connection with the performance of work under this Contract, the Contractor agrees as follows:

1. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religious creed, ancestry, national origin, sex, marital status, physical handicap, or medical condition, as defined in Government Code Section 12926. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, sex, physical handicap, or medical condition as defined in Government Code Section 12926. 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Fair Employment Practices section.
2. The Contractor will send to each labor union or representative of worker with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data records by the Fair Employment and Housing Commission, the awarding authority or any other appropriate agency of the State of California designated by the awarding authority for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this Contract.
4. A finding of willful violation of the Fair Employment Practices section of this Contract or of the Fair Employment and Housing Act, Government Code Sections 12900 *et. seq.*, shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible Contractor" as to future contracts for which such Contractor may submit proposals, for revoking the Contractor's prequalification rating, if any, and for refusing to establish, re-establish or renew a prequalification rating for the Contractor.

The awarding authority shall deem a finding of willful violation of the Fair Employment and Housing Act to have occurred upon receipt of written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated the Fair Employment and Housing Act and has issued an order under Government Code Section 12970 or obtained an injunction under Government Code Section 12973.

Upon receipt of such written notice from the Department of Fair Employment and Housing, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his prequalification rating will be revoked at the expiration of such period.

5. The Contractor agrees that, should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to the awarding authority, forfeit for each calendar day, or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor.
6. Nothing contained in the Fair Employment Practices section shall be construed in any manner or fashion so as to prevent the awarding authority from pursuing any other remedies that may be available at law.
7. The Contractor will include the provisions of the foregoing Paragraphs 1 through 6 in every first-tier subcontract, if any, so that such provisions will be binding upon each such subcontractor.
8. Statements and Payrolls. The Contractor shall maintain his records in conformance with the requirements in the Specification and the following provisions:
 - a. The submissions by the Contractor of payrolls, or copies thereof, is required. Each Contractor and subcontractor shall preserve his weekly payroll records for a period of three years from the date of completion of this Contract.
 - b. The payroll records shall contain the name, address, and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid.
 - c. The Contractor shall make his payroll records available at the project site for inspection by the District and shall permit the District to interview employees during working hours on the job.

The following certification is to be executed by every Contractor and enclosed and forwarded in a sealed envelope containing the proposal. The person signing the certification shall state his address and official capacity.

WORKERS' COMPENSATION CERTIFICATION

By signing below, Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that code, and if awarded a Contract, Contractor will comply with such provisions before commencing the performance of the work of this Contract.

_____ Firm Name

_____ Signature of Authorized Official

_____ Name of Authorized Official

_____ Title of Authorized Official

_____ Date

SAMPLE AGREEMENT

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

WHEREAS, COUNTY CONNECTION desires to engage a contractor to provide Security Guard Services, as set forth in Exhibit A and incorporated herein; and

WHEREAS, the CONTRACTOR desires to furnish such work, and has submitted a proposal dated _____, 20____, incorporated herein as Exhibit B.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

The CONTRACTOR agrees to provide services to COUNTY CONNECTION in accordance with the terms and conditions of this Agreement. CONTRACTOR agrees to provide services to COUNTY CONNECTION in accordance with the terms and conditions of this Contract. In the performance of its work, the CONTRACTOR represents that it (1) has and will exercise the degree of care, skill, efficiency, and judgment of contractors with special expertise in Security Guard Services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

2. SCOPE OF WORK

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

3. TERM OF AGREEMENT

The term of this Agreement will be for a three-year base term with one additional two-year option term commencing upon COUNTY CONNECTION’S issuance of a written Notice to Proceed or unless sooner terminated pursuant to Section 22 of this Agreement. The CONTRACTOR shall furnish COUNTY CONNECTION with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the Contract Specifications.

It is further understood that the term of Contract is subject to COUNTY CONNECTION’S right to terminate the Contract in accordance with Section 22 of this Agreement.

4. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by CONTRACTOR are and shall be the property of COUNTY CONNECTION. COUNTY CONNECTION shall be entitled to copies and access to these materials during the progress of the work.

Any such materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to COUNTY CONNECTION. If any materials are lost, damaged, or destroyed before final delivery to COUNTY CONNECTION, the CONTRACTOR shall replace them at its own expense and the CONTRACTOR assumes all risks of loss, damage, or destruction of or to such materials. The CONTRACTOR may retain a copy of all material produced under this Agreement for its use in its general business activities.

5. CONFIDENTIALITY

Any COUNTY CONNECTION materials to which the CONTRACTOR has access or materials prepared by the CONTRACTOR during the course of this Agreement ("confidential information") shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONTRACTOR as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement. The CONTRACTOR 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.

6. USE OF SUBCONTRACTORS

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

7. CONTRACTOR'S KEY PERSONNEL

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

8. CHANGES

COUNTY CONNECTION may, make changes at any time, by written order, within the scope of services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 16 of this Agreement. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any COUNTY CONNECTION conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONTRACTOR regards as a change to the contract terms and conditions, CONTRACTOR shall so advise COUNTY CONNECTION immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. 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 nonpayment of the invoices reflecting such work.

9. CLAIMS OR DISPUTES

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

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

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

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

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

10. DISADVANTAGED BUSINESS ENTERPRISES

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

It is the policy of COUNTY CONNECTION to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBE) can compete fairly for contracts and subcontracts relating to COUNTY CONNECTION'S construction, procurement, and professional services activities. To this end, COUNTY CONNECTION has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. Concerning the performance of this contract, the CONTRACTOR will cooperate with COUNTY CONNECTION in meeting these commitments and objectives.

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

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

11. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

In connection with the performance of this Agreement the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, gender, sexual orientation, age (over 40), marital status, pregnancy, medical condition, or disability as specified in federal, State, and 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, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

12. CONFLICT OF INTEREST

Depending on the nature of the work performed, a CONTRACTOR of COUNTY CONNECTION is subject to the same conflict of interest prohibitions established by the Federal Transit Administration and California law that govern COUNTY CONNECTION employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, CONTRACTOR and their employees may be required to disclose financial interests.

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

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

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

13. PROHIBITED INTEREST

No member, officer, or employee of COUNTY CONNECTION during his or her tenure or for one year after that tenure shall have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor shall any such person act as an agent or attorney for, or otherwise represent, a Bidder or Contractor/Consultant by making a formal or informal appearance, or any oral or written communication, before COUNTY CONNECTION, or any officer or employee of COUNTY CONNECTION, for a period of one year after leaving office or employment with COUNTY CONNECTION if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a Contract.

14. RESPONSIBILITY: INDEMNIFICATION

The CONTRACTOR shall indemnify, keep and save harmless COUNTY CONNECTION, and its directors, officers, agents and employees against any and all suits, claims, or actions arising out of any injury to persons or property, including but not limited to damages arising from the infringement of intellectual property rights of third parties, that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONTRACTOR caused by a negligent act or omission of the CONTRACTOR or its employees, subcontractors or agents. The CONTRACTOR further agrees to defend any and all such actions, suits, or claims and pay all charges of attorneys and all other incurred costs and expenses. If any judgment is rendered against COUNTY CONNECTION or any of the other individuals enumerated above in any such action, CONTRACTOR shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

15. INSURANCE

The insurance requirements specified in this section shall apply to CONTRACTOR and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that CONTRACTOR authorizes to work under this Agreement (hereinafter collectively referred to as "Agents"). CONTRACTOR is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth below. CONTRACTOR is also required to assess the risks associated with

the work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover risks; the limit for the commercial general liability insurance in each subcontract shall not be less than **\$1 million** per occurrence or claim and a general aggregate limit of at least **\$2 million**. Such insurance shall remain in full force and effect throughout the term of this Agreement. To the extent that any Agent does not procure and maintain such insurance coverage, CONTRACTOR shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling CONTRACTOR's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event CONTRACTOR or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the CONTRACTOR's insurance be primary without any right of contribution from COUNTY CONNECTION. Prior to beginning work under this contract, CONTRACTOR shall provide COUNTY CONNECTION with satisfactory evidence of compliance with the insurance requirements of this section.

A. Types of Insurance

1. Workers' Compensation and Employers' Liability Insurance

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

2. Commercial General Liability Insurance

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

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

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

3. Automobile Liability Insurance

Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least **\$1 million** per occurrence or claim and a general aggregate limit of at least **\$2 million**.

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

4. Property Insurance

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

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

B. Endorsements

1. Additional Insured

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

2. Waiver of Subrogation

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

3. Primary Insurance

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

4. Severability of Interests or Cross Liability

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

C. Evidence Of Insurance

All Coverages - Prior to commencing work or entering onto the Property, CONTRACTOR shall provide the Chief Operating Officer of COUNTY CONNECTION with a certificate evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that the CONTRACTORS' policy(ies) will not be cancelled or coverage altered without 30 days prior written notice to COUNTY CONNECTION's Chief Operating Officer.

D. General Provisions

1. Notice of Cancellation

The policies shall provide that the CONTRACTORS' policies will not be cancelled or have limits reduced or coverage altered without 30 days prior written notice to COUNTY CONNECTION's Chief Operating Officer.

2. Acceptable Insurers

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

3. Self-insurance

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

4. Failure to Maintain Insurance

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

E. Claims Made Coverage

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

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

F. Deductibles and Retentions

CONTRACTOR shall be responsible for payment of any deductible or retention on CONTRACTOR's policies without right of contribution from COUNTY CONNECTION.

16. COMPENSATION

Subject to any adjustments made pursuant to this section, the CONTRACTOR agrees to perform all the services included in Section 2, in accordance with the cost information provided in its Cost Proposal included in Exhibit B, which shall include all labor, materials, taxes, profit, overhead, insurance, vehicle costs, and other costs and expenses incurred by the CONTRACTOR.

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

Should COUNTY CONNECTION decide to exercise its option, it will endeavor to give written notice to the CONTRACTOR 30 days in advance of the expiration of base term. The then current Per Hour Rate shall remain the same for the option term(s) of the Contract, if exercised, unless otherwise adjusted in accordance with the CPI adjustment procedures above.

17. MANNER OF PAYMENT

CONTRACTOR shall submit monthly invoices detailing the services provided during the billing period. COUNTY CONNECTION will endeavor to pay approved invoices within 30 days of their receipt. Invoices shall be mailed or delivered to the COUNTY CONNECTION at 2477 Arnold Industrial Way, Concord, CA 94520. COUNTY CONNECTION reserves the right to withhold payment to the CONTRACTOR if the quantity or quality of work performed is unacceptable. COUNTY CONNECTION will provide written notice to the CONTRACTOR of COUNTY CONNECTION'S decision not to pay and the reasons for non-payment.

18. CONTRACTOR'S STATUS

Neither the CONTRACTOR nor any party contracting with the CONTRACTOR shall be deemed to be an agent or employee of COUNTY CONNECTION. The CONTRACTOR is and shall be an independent CONTRACTOR and

the legal relationship of any person performing services for the CONTRACTOR shall be one solely between that person and the CONTRACTOR.

19. ASSIGNMENT

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

20. COUNTY CONNECTION WARRANTIES

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

21. COUNTY CONNECTION REPRESENTATIVE

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

22. TERMINATION

COUNTY CONNECTION shall have the right to terminate this Agreement 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.

If the Agreement is terminated for any reason other than a default by CONTRACTOR, COUNTY CONNECTION shall pay to CONTRACTOR in accordance with the provisions of Sections 16 and 17 all sums actually due and owing from COUNTY CONNECTION for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by CONTRACTOR to effect such or termination. If the Agreement is terminated for default, COUNTY CONNECTION shall only pay CONTRACTOR the contract price for goods delivered and accepted in accordance with the requirements set forth in this contract.

23. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

The CONTRACTOR shall permit the authorized representatives of COUNTY CONNECTION, to inspect, audit, make copies and transcriptions of books and all data and records of the CONTRACTOR relating to its performance under the Agreement. CONTRACTOR shall maintain all such records for a period of three years after COUNTY CONNECTION makes final payment under this Agreement.

24. NOTICES

All communications relating to the day to day activities of the project shall be exchanged between COUNTY CONNECTION'S Chief Operating Officer, or designee, and the CONTRACTOR's. All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to COUNTY CONNECTION:

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

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.

25. 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 reasonable attorneys' fees, in addition to all court costs.

26. APPLICABLE LAW

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

The CONTRACTOR must comply with all federal, State, and local laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of COUNTY CONNECTION.

27. RIGHTS AND REMEDIES OF COUNTY CONNECTION

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

28. BINDING ON SUCCESSORS

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

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

COUNTY CONNECTION:

CENTRAL CONTRA COSTA TRANSIT AUTHORITY

By: _____

Title: General Manager

ATTEST: _____

By: _____

Secretary for COUNTY CONNECTION

APPROVED AS TO FORM:

By: _____

Attorney for COUNTY CONNECTION

CONTRACTOR: (See footnote*)

By: _____

Title: _____

By: _____

Title: _____

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

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

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