



**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

REQUEST FOR PROPOSALS (RFP) 20-1002393

FOR

THIRD PARTY VANPOOL VEHICLE PROVIDERS

KEY RFP DATES

RFP Issue Date:	July 1, 2020
Pre-Proposal Conference Date:	Intentionally Omitted
Question Submittal Deadline:	July 21, 2020, @ 4:00 p.m.
Proposal Due Date:	August 5, 2020, @ 2:00 p.m.
Tentative Interview Date:	August 26, 2020
Contract Award Date:	November 4, 2020
Notice To Proceed:	November 2020

FEDERAL TRANSIT ADMINISTRATION FUNDED PROJECT



July 1, 2020

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS (RFP) 20-1002393
“THIRD PARTY VANPOOL VEHICLE PROVIDERS”, (hereinafter
referred to as “Project”)**

The San Bernardino County Transportation Authority (“SBCTA”) and Riverside County Transportation Commission (“RCTC”) are jointly releasing an RFP and invite proposals from qualified firms to provide Vanpool Vehicle Service as identified in this RFP. For purposes of this RFP, SBCTA is serving as the lead agency throughout the procurement.

For SBCTA only, this is a Federal Transit Administration Funded Project, although SBCTA may make an exception if needed for firms proposing zero emission vehicles as part of their vehicle fleets. The federal requirements set forth in this RFP shall also be included in the contract(s) awarded by RCTC, and shall apply as of such time as RCTC informs the selected Proposer(s), in writing, that federal funding will be used for such contract(s). In such case, RCTC may require a no-cost amendment to its contract related to such funding.

Firms intending to submit proposals should note the “Key RFP Dates” on the cover of this RFP. It is SBCTA’s intention, subject to approval by SBCTA’s Awarding Authority, to have the selected firm under contract by **November 2020**. It is RCTC’s intention, subject to approval by RCTC’s Awarding Authority, to have the selected firm under contract by **November 2020**. Firms submitting proposals will be evaluated based on qualifications, prior experience with the same or similar type of services identified in the attached Scope of Work, proposed staffing, and the firm’s understanding of the needs and requirements of the Project as identified in this RFP.

The RFP and all RFP schedule updates and addenda, together with other important information, are available on the Vendor Portal on SBCTA’s website at www.gosbcta.com; click on “Doing Business”, which will take you to the “Bids & RFPs” page. There, click on the tab “Vendor Portal”. The Vendor Portal is the official means of notification to all prospective proposers. Firms are requested to check the Vendor Portal periodically, and no less frequently than weekly, for RFP schedule updates, addenda, and other information. All proposers will be held accountable for compliance with all updates, addenda and other information posted on the Vendor Portal. Please note that SBCTA will not be responsible for mailing any addenda, schedule updates or other information to any firm.

Proposals are due on or before **2:00p.m., Wednesday, August 5, 2020**.

All questions related to this RFP must be put in writing and submitted to SBCTA no later than **4:00 p.m., Tuesday, July 21, 2020**. All questions must be clearly labeled, “Written Questions” and submitted electronically to:

Alicia Johnson
Procurement Analyst
procurement@gosbcta.com
RFP20-1002393

Questions received after the deadline may or may not be responded to at the sole discretion of SBCTA. Questions received by the deadline or responded to after the deadline, at the discretion of SBCTA, and the written responses will be posted via written addendum on the Vendor Portal on SBCTA’s website at www.gosbcta.com: click on “Doing Business”, which will take you to the “Bids & RFPs” page. There, click on the tab “Vendor Portal”.

This is a Federal-aid project: SBCTA’s contract(s) to be awarded are financed in part by the U.S. Department of Transportation (US DOT). Proposers are required to certify that they meet all federal requirements identified in this RFP, including but not limited to all applicable equal opportunity laws and regulations. RCTC’s contract(s) may include federal funding, and the federal requirements identified in this RFP shall be included in such contract(s).

Effective March 1, 2015, any consultant or subconsultant who submits a proposal or performs work that requires the payment of prevailing wages under state law must be registered with the Department of Industrial Relations. This includes not only work performed by the building and construction trades, but also other types of work, including trucking, surveying, and testing, if that work is subject to prevailing wage requirements.

Firms using subconsultants are encouraged to subcontract with small and disadvantaged businesses to the maximum extent possible.

If the contract is awarded, the firms awarded the contract will be required to comply with all applicable laws and regulations including but not limited to, equal opportunity laws and regulations.

The award of this contract is subject to the availability, appropriation and receipt of federal, State and/or local funds sufficient to carry out the work identified in this RFP.

The award of this contract may be subject to a Pre-Award Audit required by applicable funding agencies and/or SBCTA itself. The selected firm shall have a recent audit of their Indirect Cost Rate (ICR) for the most recent completed fiscal year.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

REQUEST FOR PROPOSALS 20-1002393

FOR

“THIRD PARTY VANPOOL VEHICLE PROVIDERS”

I. PROPOSAL INSTRUCTIONS

A. INTRODUCTION

The San Bernardino County Transportation Authority (“SBCTA”) and Riverside County Transportation Commission (“RCTC”) are soliciting proposals from qualified firms (“firms” or “proposers”) to assist SBCTA and RCTC with **Third Party Vanpool Vehicle Providers (“Project”)**.

B. CONTACT INFORMATION

All inquiries, contacts or questions related to this RFP shall be directed to:

**Alicia Johnson - Procurement Analyst
SBCTA
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
(909) 884-8276
procurement@gosbcta.com**

Proposers are cautioned not to discuss this RFP with any official, Board Member or employee of SBCTA or RCTC, other than the staff identified herein. Neither proposers, nor anyone representing the proposer, are to discuss this RFP with any consultant or contractor engaged by SBCTA or RCTC for assistance in preparing a response to the RFP. Violation of this prohibition may result in disqualification of the proposer.

C. PRE-PROPOSAL CONFERENCE

Intentionally Omitted

D. WRITTEN QUESTIONS/CLARIFICATIONS

All questions and/or clarifications to this RFP must be put in writing and submitted electronically to the Procurement Analyst at procurement@gosbcta.com, and they must be received by SBCTA no later than **4:00 p.m., on Tuesday, July 21, 2020**. Questions received after the date and time specified may or may not be responded to, at the sole discretion of SBCTA. All questions/clarifications must be clearly labeled **“Written Questions”**. SBCTA is not responsible for failure to respond to questions that are not appropriately marked. SBCTA’s responses to the questions received by the date and time

identified herein, including SBCTA's answers, will be posted on the Vendor Portal on SBCTA's website at www.gosbcta.com: click on "Doing Business", which will take you to the "Bids & RFPs" page. There, click on the tab "Vendor Portal".

E. ADDENDA

Any changes to this RFP will be made by written addendum and posted on SBCTA's Vendor Portal. SBCTA will not be bound to any modifications to or deviations from the requirements set forth in this RFP as a result of any oral discussions and/or instructions. Proposers shall acknowledge receipt of any addenda in their proposal.

F. CONTRACT TYPE

A Firm Fixed Fee contract will be used for the Project. Any work provided by the consultant that is not specifically covered by the contract, will not be reimbursed. Please refer to the form of contract attached to this RFP for more detailed information.

G. INFORMED PROPOSER

Proposers shall review the Scope of Work (Attachment A) and Contracts (Attachments C and C-1) for a complete understanding of the terms and conditions of this RFP. Proposers are expected to be fully aware of the conditions, requirements, and Scope of Work before submitting any proposal. Failure to do so will be at the proposer's own risk. By submitting a proposal, the proposer represents that it is legally qualified and fully capable of performing quality work to achieve SBCTA's and RCTC's objectives and comply with all requirements identified in this RFP and any and all schedule updates, addenda and other information and instructions posted on SBCTA's Vendor Portal as set forth above.

H. CONFLICT OF INTEREST

Any person or firm that has assisted SBCTA or RCTC in preparing any aspect of this RFP or any cost estimate associated with the Scope of Work related to this RFP is prohibited from submitting a proposal in response to this RFP. Firms that receive assistance from any such person or entity or that will use the services of such person or entity in performing the work will be disqualified. A firm that is prohibited from submitting a proposal in response to this RFP will not be prevented from participating in future projects to the extent that no direct conflict of interest exists at the time. The determination of a conflict of interest, direct or incidental, shall be made by SBCTA based upon substantial evidence.

I. PRE-CONTRACTUAL EXPENSES

SBCTA and RCTC shall not be liable for any pre-contractual expenses incurred by the firm in preparation or submittal of their proposal. The proposer shall not include any such expenses as part of their price proposal. Prohibited pre-contractual expenses include any and all expenses incurred by the proposer prior to issuance of the Notice To Proceed by SBCTA or RCTC.

J. IRAN CONTRACTING ACT OF 2010

In accordance with Public Contract Code Section 2204(a), the proposer certifies that at the

time the proposal is submitted, the proposer signing the proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person (as defined in Public Contract Code Section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

Proposers are cautioned that making a false certification may subject the proposer to civil penalties, termination of existing contract, and ineligibility to bid or proposed on a contract for a period of three (3) years in accordance with Public Contract Code Section 2205. Proposer agrees that by submitting a proposal, that submittal shall constitute proposer's certification.

K. PREVAILING WAGES

Intentionally Omitted

L. MATERIALS FURNISHED BY SBCTA AND RCTC

All software, data, reports, surveys, drawings, specifications and other documents furnished to the consultant by SBCTA and RCTC for the consultant's use in the performance of Work shall be made available only for use in performing the assignment and shall remain the sole property of SBCTA and RCTC, as applicable. All such materials shall be returned to SBCTA and RCTC upon completion of Work, termination of the contract, or other such time as SBCTA and RCTC may determine.

M. DEBARMENT & SUSPENSION

Unless otherwise permitted by law, any person or firm that is debarred, suspended, or voluntarily excluded may not take part in any federally funded transaction, either as a participant or principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, SBCTA and RCTC may not enter into any transaction with such debarred, suspended, or voluntarily excluded persons or firms during such period. A process has been established by 2 CFR Part 180, as supplemented by 2 CFR Part 1200, as a means to ensure that debarred, suspended, or voluntarily excluded persons or firms do not participate in federally assisted projects. A person or firm that is unable to provide a positive certification as required by this RFP must submit a complete explanation attached to the certification. FTA will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. Failure to furnish a certification or an explanation may disqualify that person or firm from participating in the project.

II. PROPOSAL SUBMITTAL

The procurement will be conducted electronically through SBCTA's Vendor Portal PlanetBids. SBCTA will not accept paper copies for any part of this procurement, including the proposal submittal.

Proposals are due at or before **2:00p.m., Wednesday, August 5, 2020**. Proposals will be submitted electronically through SBCTA's Vendor Portal PlanetBids. To propose for this project vendors must be registered with PlanetBids.

A firm must accept the Terms and Conditions in order to proceed. Firms will have a series of

tabs and may save their bid at any time as a Draft. Firms may edit the bid as often as they need to until the RFP closes.

Please note that where two or more firms, persons or entities wish to submit one proposal in response to this RFP, they should do so on a prime/subconsultant basis rather than as a joint venture. SBCTA and RCTC will contract with a single firm, person or entity only and not with a joint venture.

A. PROPOSAL CONTENT

The proposal is limited to a 35 page cap (8 ½” x 11”), in no less than 11-point font. Charts and schedules may be included in 11” x 17” format. Each page must be consecutively numbered. Proposals shall not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals that do not contain the required information will be deemed non-responsive and will not be considered. The page limit does not include the following:

Documents not included in page count
Table of Contents
Cover Letter
Memorandums from Subconsultants
SBCTA-provided Forms
Outside Cover
Section Dividers
Appendices

If at any time during the RFP process a firm makes any changes to proposed key personnel or subconsultants, the firm must notify SBCTA in writing of those proposed changes as soon as they are known. SBCTA and RCTC reserve the right to accept or reject such proposed changes or to revise the evaluation scoring to reflect the proposed staffing changes.

All proposals must include the following information:

1. Cover Letter

- Identification of all work to be performed by the prime firm.
- Identification of all proposed subconsultants including description of the work to be performed by the firm and each subconsultant proposed for the Project and an estimate of the percentage of work to be performed by each subconsultant.
- Indicate the location of the office from which the work will be performed.
- A memorandum from a principal of each subconsultant indicating the specific portion of the Work the subconsultant will be performing.
- Acknowledgement of all addenda.
- A signed statement by an officer of the prime firm attesting that all information in

the proposal is true and correct.

- A signature of an authorized person within the prime firm who can bind the firm to the terms and conditions of the RFP.
- A statement that the proposal is valid for 120 calendar days from the date of submission.
- A list of all prime contracts (if any) awarded to the proposer by SBCTA or RCTC for the last five (5) years. The list shall include a short description of the project, the award date, completion date, name of assigned Project Manager, and contract value.

2. Contract Termination Circumstances

If proposer has ever been terminated from a contract, describe the facts and circumstances in detail. Firms shall refer to SBCTA Policy No. 11000, for details. Firms may download the Policy from SBCTA's website at www.gosbcta.com: click on "Doing Business" and under the tab "Bids & RFPs," scroll down to the heading "Important Documents".

3. Technical Information

The technical portion of the proposal shall include the following information:

a. Qualifications, Related Experience, and References

This section of the proposal should establish the ability of the proposed team to satisfactorily perform the required work by reasons of: experience in performing work of the same or similar nature; demonstrated experience working with agencies and parties directly involved in this Project, if applicable; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Specifically:

- Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees.
- Provide a general description of the firm's current financial condition; identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede ability to complete the Project.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and the participation in such work by the key personnel proposed for assignment to this Project. Highlight the firm's and key personnel's experience with the work or services identified in the Scope of Work.
- Describe experience in working with the various government agencies that may have jurisdiction over the approval of the work specified in this RFP. Please

include specialized experience and professional competence in areas directly related to this RFP.

- Provide a list of past joint work by the proposer and each subconsultant, if applicable. The list should clearly identify the project and provide a summary of the roles and responsibilities of each party.
- Provide completed reference forms for work of a nature similar to what is in this RFP. (See 6. References for full details). References may also be supplied from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

This section of the proposal should establish the method that will be used to manage the project as well as identify key personnel assigned and their qualifications.

Specifically:

- Provide education, experience and applicable professional credentials of proposed staff.
- Describe the Proposer's project management staffing and roles/responsibilities. Identify at a minimum the proposed Project Manager and Maintenance Manager. Identify other support staff positions to ensure each of the SBCTA Scope of Work requirements can be accomplished. Identify the percentage of availability of the Project Manager, Maintenance Manager, and key support positions.
- Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this Project, current assignment, level of commitment to that assignment, availability for this assignment, and how long each person has been with the firm. SBCTA reserves the right to review, approve and/or designate the positions and functions deemed to be "key" to the project and request information concerning key personnel not listed as such by the proposer. Identify "key" persons experience with working on FTA funded projects.
- Furnish brief resumes (not more than two [2] pages each) for the proposed key personnel.
- Include a project organization chart that clearly delineates communication and reporting relationships among the project staff, including subconsultants. Clearly identify which staff member works for each respective firm.
- Include a statement that key personnel will be available to the extent proposed, or designated by SBCTA, for the duration of the Project, acknowledging that no person designated as "key" to the Project shall be removed or replaced without the prior written concurrence of SBCTA.

c. Project Approach/Work Plan

This section of the proposal shall provide a narrative that addresses the Scope of Work and shows a clear understanding of the Project needs and requirements.

Specifically:

- Describe the approach and work plan for completing the tasks specified in the Scope of Work. The work plan shall be of such detail to demonstrate the firm's ability to accomplish the Project objectives and to meet the Project schedule. Firms should also include in their proposals:
 - A copy of firm's current Standard Lease Agreement;
 - If proposing zero emission vehicles, a detailed work plan addressing fueling infrastructure needs, vehicle replacement procedures and a detailed overview of this approach;
 - A detailed overview of how firms intend to increase the number of vanpools in each agency's programs, and firms marketing approach;
 - If any, a detailed overview of firm's emergency or guaranteed ride home offerings;
- Outline sequentially the activities that would be undertaken in completing the tasks and specify who in the firm would perform the work.
- Furnish a Project schedule for each task and subtask in terms of elapsed weeks from the Project commencement date.
- Identify methods that will be used to ensure quality control as well as budget and schedule control for the project.
- Identify any special issues or problems that are likely to be encountered during this Project and how they will be addressed.

Proposers are encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the Project.

4. Forms

Proposers are required to complete and submit the following forms, which are enclosed in this RFP, with their proposals:

- a) Non-Lobbying Certification for Federal-Aid Contracts Instructions For Completion Of SF-LLL, Disclosure Of Lobbying Activities Disclosure Of Lobbying Activities
- b) Certification Regarding Debarment, Suspension, And Other Responsibility Matters - Primary Covered Transactions*
- c) Certificate of Compliance with Insurance Requirements
- d) Disclosure of Campaign Contributions to Board of Directors

*The top ranked firm's subconsultants, with subcontracts in excess of \$25,000, must complete the "Certification Regarding Debarment, Suspension And Other Ineligibility And Voluntary Exclusion – Lower Tier Covered Transactions", within ten (10) working days after the top ranked firm receives the "Notice of Intent To Award" letter issued by SBCTA.

5. Vehicle Cost Matrix Form

Proposers shall complete and submit with their proposals the pricing documents identified as Attachment B.

6. Scope of Work and/or Contract Exceptions

SBCTA and RCTC do not anticipate making substantive changes to their contracts. Proposers are asked to include in their proposal a written discussion of any and all proposed exceptions to or deviations from SBCTA or RCTC's Scope of Work or form of contract presented herein as Attachments B, C and C-1, respectively. If firms proposing zero emission vehicles are unable to comply with Federal Transit Administration requirements, the Scope of Work and contract exceptions need to be clearly noted. Proposers will be deemed to have accepted any and all terms and conditions not objected to or identified as an exception or deviation in the proposal and there will be no further negotiations of any such terms or conditions not presented in the proposal. SBCTA and/or RCTC may reject proposals where identified exceptions or deviations affect terms or conditions that SBCTA and/or RCTC considers non-negotiable.

7. Appendices

Information considered pertinent to this RFP or to the evaluation of qualifications of the proposer which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Appendices are not included within the page limit set forth above. Appendices should be relevant and brief.

III. ACCEPTANCE OF PROPOSALS

SBCTA reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in a proposal. SBCTA reserves the right to withdraw or cancel this RFP at any time without prior notice and SBCTA makes no representation that any contract will be awarded to any firm responding to this RFP. SBCTA reserves the right to reject all proposals and to re-issue (or not) a new RFP for the same or similar Work. SBCTA reserves the right to postpone proposal openings for its own convenience. Proposers may withdraw their proposals before the proposal submittal date by submitting a written request signed by an authorized representative of the firm and delivered to SBCTA's Procurement Analyst at the address identified herein.

IV. SELECTION CRITERIA AND WEIGHTS

The primary objective of SBCTA and RCTC is to select qualified firms to perform the Work

identified in the Scope of Work as identified herein. In addition, SBCTA has established the following criteria for the selection process:

- A. The selection process shall be fair, open, and competitive.
- B. The selection of the firm will be based on clearly stated objectives, identified in this RFP.
- C. Selection of the firm shall be based upon demonstrated competence, professional qualifications, experience, capabilities to perform the required Work identified in the Scope of Work, and cost.
- D. Upon review of the proposals, a shortlist of firms within the competitive range may be invited to an interview tentatively scheduled for **August 26, 2020**, which at the discretion of SBCTA and RCTC may be scheduled through web-conference or at SBCTA's office located at 1170 W. 3rd Street, San Bernardino, CA 92410. Any contract awarded will be to the most technically qualified firm(s) best conforming to the RFP, which in the opinion of SBCTA and RCTC is most advantageous to SBCTA and RCTC, and with which a successful negotiation and agreement on cost and price can be concluded as set forth in Article V. below. The determination of the competitive range is at the sole discretion of SBCTA's Evaluation Committee.
- E. SBCTA and RCTC reserve the right to reject any and all proposals. SBCTA and RCTC are under no obligation to award a contract for the subject Work. At the conclusion of the evaluation process, the Evaluation Committee will recommend to the body or officer having authority to award the Contract on behalf of SBCTA and RCTC ("Awarding Authority") the firm(s) who ranked the highest in overall score and with whom negotiation and agreement on cost and price was successfully concluded. SBCTA and RCTC reserve the right to request additional information and/or clarification from any or all proposers to this RFP, but is under no obligation to do so.
- F. Proposals will be evaluated based on the criteria and weights identified herein.
 - **Qualifications, Related Experience and References:** Firm's experience, years in business, and past and current client references; technical expertise and professional competence in areas directly related to this RFP, number of years' experience performing similar work; demonstrated ability to manage and coordinate the Work; deliver quality products and services; deliver projects within budget and on schedule; and experience working with public agencies identified in the RFP. – 15 points.
 - **Proposed Staffing and Project Organization:** Technical expertise and professional competence in areas directly related to the work identified in this RFP; level of experience, knowledge of state and federal guidelines and requirements, possession of certifications and licenses required, and level of training of key personnel assigned, including subconsultants, if applicable; strength of experience and stability of proposed personnel; breadth and depth of resources, coordination of Work and quality control; availability of proposed staffing; and concurrence with restrictions on changes in key personnel. – 15 points.
 - **Work Plan:** Depth of understanding of SBCTA's needs and requirements; and understanding of the Scope of Work. Proposer's approach and methodology/systems

reflect ability to provide the requested Work. Demonstrated knowledge of the Work being requested; identification and knowledge of all requirements cited in the Scope of Work; and proposed technical or procedural innovations identified in the proposal. – 40 points.

- **Price:** Reasonableness of fees proposed. The vehicle cost follows prescribed format; includes breakdown of costs; is competitive with the marketplace for the same or similar services; and the proposed level of effort is consistent with the Scope of Work. – 30 points.

G. SBCTA and RCTC shall select the highest ranked firms to participate in the interview process. The number of firms so invited shall be at the discretion of SBCTA and RCTC, but shall not be less than two. Firms who are invited to the interview will be asked a series of questions which will be scored. The maximum score for the Interview phase will be 100 points. Upon completion of the interview, the Evaluation Committee shall compile their interview scores. The interview will be weighted – 60%, and the technical proposal will be weighted – 40%. At SBCTA and RCTC’s discretion, award may be made without conducting interviews, and based on the proposals only.

V. NEGOTIATIONS AND AWARD

The contracts, Scope of Work and cost proposal will be negotiated with multiple top-ranked proposers as a bench. However, SBCTA and RCTC may elect at any time to end negotiations and not award the contract.

Firms are advised that any recommendation for contract award is not binding on SBCTA and RCTC until the Awarding Authority approves the contract and the contract is fully executed.

VI. PROTEST INFORMATION

SBCTA has on file written Protest Procedures (Policy 11007). Firms may download a copy from www.gosbcta.com: click on “Doing Business” and under the tab “Bids & RFPs” scroll down to the heading “Important Documents”.

VII. DEBRIEFING

Firms who submit a proposal in response to the RFP shall be notified in writing when: the firm is not selected to receive further consideration in the RFP process; the firm is selected for the interview process; and after the RFP Evaluation Committee’s recommendation to award has been determined. Firms who are not awarded the contract may obtain a debriefing by contacting SBCTA’s Procurement Analyst at procurement@gosbcta.com. Firms will have thirty (30) calendar days from the date identified in the written correspondence to request a debriefing.

VIII. PUBLIC RECORDS ACT

Proposals may be subject to public disclosure under the California Public Records Act and other public records laws, and by submitting a proposal, the proposer waives all rights to confidentiality of any information submitted in the proposal and agrees to any and all such

disclosures required or permitted by law. Proposals become the property of SBCTA when submitted and by submitting a proposal, the proposer agrees that SBCTA may use any information, documentation or writing contained in the proposal for any SBCTA purpose.

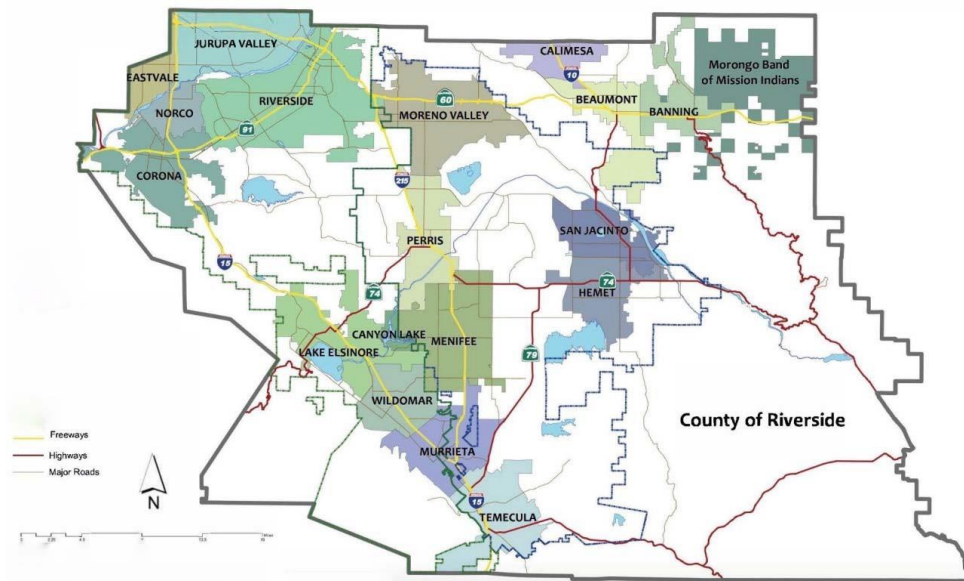
ATTACHMENT “A”
SCOPE OF WORK

Vanpool Vehicle Provider Scope of Work

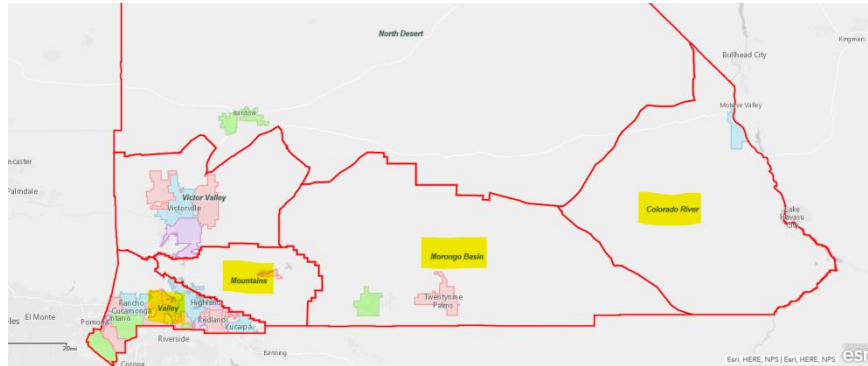
A. Program Description and Requirements. The vanpool programs of Riverside County Transportation Commission (RCTC) and San Bernardino County Transportation Authority (SBCTA), (referred to individually as Agency and collectively as Agencies), provide subsidies towards the lease of vehicles that meet all qualification requirements described herein (Vehicles) to assist with formation of vanpools in order to provide transit opportunities, all as further detailed herein (Program or Vanpool Subsidy Program). The Programs are administered by RCTC in the Western and Southern portions of Riverside County, and by SBCTA in the San Bernardino Valley, San Bernardino Mountain Communities, Colorado River Basin and Morongo Valley portions of San Bernardino County. Figure 1 below depicts RCTC's Program service area (RCTC Service Area) and Figure 2 depicts SBCTA's Program service area (SBCTA Service Area).

Under the Program, Consultant(s) will lease Vehicles directly to qualified individual Program applicants. An individual qualified to participate in the Program, and who enters into a lease with a Consultant, is referred to herein as the "Coordinator." The Agencies will provide to Coordinators a list of available Consultant(s), and the individual Program applicant, not the Agencies, will select a Consultant to utilize for lease of a Vehicle.

Figure 1– RCTC Vanpool Program Service Area



**Figure 2– SBCTA Vanpool Program Service Area
(Valley, Mountains, Morongo Basin and Colorado River)**



Vanpool passengers who take a lead role in the vanpool are referred to as “Vanpool Leads”. Vanpool Leads must consist of the Coordinator (who is also the applicant to the Vanpool Subsidy Program), and may also include the primary driver (if the Coordinator is not also the primary driver), an alternate vanpool reporter (if so designated by the Coordinator) or an employer who leases the Vehicle on behalf of its employees. The Vanpool Leads are volunteer participants (Participants) in the Program. All other individuals that travel to and from a work or post-secondary school location in the vanpool are considered passengers (Vanpool Passengers or Passengers) and are also voluntary participants in the Program.

Consultant(s) shall be required to provide maintenance, insurance, tow services, sales, marketing, customer service, and all other administrative services described further below. Consultant(s) must also assume all Vehicle responsibilities and liabilities and ensure that vanpool drivers are qualified to operate the Vehicle.

The Agencies’ Programs seek to address transportation and employment concerns of various groups not able to be served efficiently by public transit. Of this unserved market, the groups that are the target market include government employees and other work forces of employers in each Agency’s Service Area. The home end of the vanpools may originate in any county or area; however, the destination of the vanpool must be in either the RCTC Service Area or SBCTA Service Area.

The Agencies’ Programs are defined by the following characteristics that the Consultant(s) and Coordinator must comply with in order to qualify for and receive an ongoing subsidy:

1. A transit mode comprised of vans, small buses, or other vehicles that can transport seven (7) to 15 individuals (including the driver);
2. Is dedicated to and operates as a ridesharing arrangement for the Vehicles’ passengers (who are volunteers and not paid to travel in the vanpool) at least 12 days during each calendar month;
3. Travels at least 30 miles roundtrip directly between a home origin(s) and a regular work and/or vocational/post-secondary education destination(s), with the origin (applicable only if a vanpool program doesn’t exist in the destination county or special arrangements are agreed upon between the destination county and RCTC

- or SBCTA) and/or destination being to or from the RCTC Service Area or SBCTA Service Area; and
4. Has a minimum 70 percent vanpool occupancy or higher at the time the application is submitted to the Agencies for consideration, and maintains a vanpool occupancy of 50 percent or higher on a monthly basis.

The vanpool driver is a volunteer and shall not be paid by the Agencies' Programs for driving the Vehicle. Vanpools must also be in compliance with the requirements stipulated in each Agency's agreement with Consultant(s), as well as compliance with all public transit rules, including the Federal Transit Administration's (FTA) Americans with Disabilities Act (ADA) provisions, and be open to the public.

Applicants who apply for the Agencies' Vanpool Subsidy Program must do so through the subsidizing agency online at Vanclub.net for RCTC or RideTheLoop.com for SBCTA. There are detailed procedures (contained on each website) by which the Coordinators apply for, maintain and report on their vanpool through each Agency's vanpool website. In addition, the Consultant(s) will provide Coordinator information and submit monthly invoices and annual reports online through the vanpool websites. Consultant(s) shall comply with each Agency's requirements for uploading information for a vanpool subsidy application and maintain that information during the period the vanpool is subsidized. The Agencies' online vanpool application, reporting and database system is referred to throughout as the System ("System").

Prior to Vanpool Subsidy Program approval, the Coordinator must enter into a month-to-month lease with the Consultant of his/her choice from the list of Consultant(s) for each Agency. The Coordinator shall be responsible for coordinating fueling of the Vehicle, arranging for regular maintenance, and collecting monthly fares from passengers. Vanpool Leads and Passengers pay the balance of the monthly vanpool service charges, less the monthly subsidy from the Agencies, and are also responsible for paying for additional operating costs, such as fuel, express lanes/tolls, parking fees, etc., that are not subsidized by the Agencies.

The Consultant(s), and not the Agencies, will enter into a leasing agreement with the Coordinator. The Coordinator will be the applicant to the Vanpool Subsidy Program, and the appropriate Agency will review and approve each Coordinator's application prior to that person being approved to participate in the Vanpool Subsidy Program. Consultant(s) standard lease/agreement (Standard Lease) shall be subject to the Agencies' review and approval prior to the Agencies' approval of a Coordinator application.

Consultant(s) shall provide the Vehicles, equipment, supplies and other materials, maintenance, emergency and non-emergency towing services, maintenance facilities, employees, insurance, and any other items necessary to provide the services in accordance with each Agency's agreement with Consultant(s). Should the Consultant(s) provide Vehicles that require alternative fuel (Battery Electric, Natural Gas, Hydrogen, etc.), Consultant(s) shall ensure that Vehicle fueling and related infrastructure is reasonably available near the vanpool origin AND destination. The Agencies and their agents shall not be responsible for funding, installing, maintaining and/or availability of Vehicle fueling infrastructure, or for fleet administration. The Consultant(s) assume all legal and financial responsibility of Vehicle operations.

Consultant(s) are encouraged to provide alternative fuel Vehicles where alternative fuel and maintenance are readily available at the home end AND the work end, and emergency and non-emergency roadside assistance is available throughout each vanpool's route. In addition, all alternative fuel Vehicles provided shall have the ability to provide a round trip commute to adequately meet the commute distance of a given vanpool group.

The Agencies are the reporting entities into the National Transit Database (NTD) system, for their respective Programs, and not the Consultant(s). However, the Consultant(s) shall provide to the Agencies required Consultant-related performance data needed for monthly and annual NTD reporting, in a format identified by the Agencies.

The Agencies shall pay Consultant(s) up to \$400.00 per month for each Agency-approved vanpool registered in their Programs for petroleum-based Vehicles (such as gasoline, hybrids/plug-in hybrids, natural gas, propane and/or dual fuel vehicles), and \$500.00 per month for zero emission Vehicles (such as battery electric vehicles or fuel cell vehicles). The Agencies reserve the right to rescind the Vanpool Subsidy Program at any time, for whatever reason, including but not limited to lack of funding. The balance of the monthly lease cost (as well as other vanpool program expenses) shall be paid by the Participants and Vanpool Passengers.

The subsidy amount shall not exceed 50 percent of the total lease cost of each van unit. Where the subsidy is found to be in excess of 50 percent of the total lease cost of an individual Vehicle, the subsidy shall be reduced to an amount that is within the 50 percent threshold. For example, a Vehicle with a total lease cost of \$700.00 would receive a reduced subsidy of \$350.00. Each vanpool application will be reviewed on an individual basis to determine the appropriate subsidy amount per the Agencies' vanpool program guidelines. Averages of fleet-wide lease costs will not be considered.

Based on RCTC projections, as well as current participation levels, RCTC anticipates that the Program may subsidize 110 vanpools by the end of FY 2020-2021. However, RCTC does not make any guarantee, representation, or commitment that additional funding will be available to continually grow the number of participants.

Based on SBCTA projections, as well as current participation levels, SBCTA anticipates that the Program may subsidize 100 vanpools by the end of FY 2020-2021. However, SBCTA does not make any guarantee, representation, or commitment that additional funding will be available to continually grow the number of participants.

B. Vehicle Offerings and Prices. The Consultant(s) shall supply the Vehicles, equipment, supplies and other materials, maintenance, emergency and non-emergency towing services, maintenance facilities, insurance, and any other items necessary to provide the services in accordance with each Agency's agreement with Consultant(s). Monthly Vehicle lease rates shall not exceed the pricing identified in the Vehicle Cost Matrix Form, Attachment B. During the Consultant(s) Agreement term, Consultant(s) shall update the Vehicle Cost Matrix Form, Attachment B by June 1st of each year for the period of July 1st through June 30th of the following year (Agencies' fiscal year period). At its discretion, the Agencies may elect to post

the vanpool Vehicle lease rates on their respective websites or other designated website(s) for general information purposes.

C. Spare Vehicles. Consultant(s) shall have available, within 60 miles distance from contracting Agency's office, available "spare" vehicles to provide should a vanpool require a temporary vehicle to replace an active Vehicle (due to a breakdown, or scheduled maintenance/repairs). Consultant(s) shall have a spare vehicle ratio that is one or five percent of the active fleet, whichever is greater. For example, should each Agency subsidize 50 vanpool Vehicles, then Consultant shall have readily available a minimum of 3 spare vehicles available to deploy should a vanpool require a replacement vehicle.

D. Vehicle Capacity, Age and Condition. Consultant shall make available Vehicles that will seat a minimum of seven (7) passengers to a maximum of 15 passengers, including the driver. Vehicles must at all times contain all seven (7) passenger seats, modification or removal of seats that provide less than seven (7) seats will not be eligible for the Agencies subsidy. Consultant(s) shall provide Vehicles that meet the following requirements:

1. Vehicles are four (4) model years of age or younger at the inception of the lease between Consultant and Coordinator and do not exceed an odometer reading of 100,000 miles, during the entire time period the Vehicle is subsidized.
2. If approved by the Agencies, Vehicles six (6) model years of age or younger at the inception of the lease between Consultant and Coordinator and do not exceed 200,000 miles during the entire time period the Vehicle is subsidized.

Consultant(s) shall replace any Vehicle before that Vehicle exceeds the limits approved by the Agencies above. Should a Coordinator request to continue leasing a Vehicle that does not meet the requirements, a written waiver of the Vehicle age and mileage limit may be issued. Regardless of the requirements and waivers, Consultant(s) shall replace any Vehicle that experiences two (2) or more mechanical failures / breakdowns in a one (1) month period. All Vehicles shall be in compliance with Federal Motor Vehicle Safety Standards (FMVSS), and all other applicable State and Federal laws and regulations at all times. Consultant(s) are responsible for Vehicle inspections, licensing, and registration in accordance with applicable federal, state, and local laws.

E. Vehicle Features/Safety Equipment. Consultant(s) shall provide at a minimum the following features/equipment with each Vehicle at the time of delivery to Coordinator:

1. Air Conditioning and Heating; and
2. First Aid Kit, fully stocked with sufficient supplies appropriate for the Vehicle's maximum passenger capacity; and
3. For compliance with California Vehicle Code Section 34509, fire extinguisher rated for at least Type A, B, and C fires; and
4. Two reflective safety yield triangles OR three emergency road flares.

Should an Agency's physical inspection and/or audit find that Consultant is not compliant with contractual requirements, Consultant shall bring any non-compliant item into compliance within three (3) business days. If Consultant fails to remedy/replace a non-compliant Vehicle pursuant to their agreement with each Agency, the Agencies may withhold the monthly subsidy amount

for each non-compliant Vehicle.

F. Personal Use. The purpose of the Program shall be for home to work and/or vocational/post-secondary education commuter trips. Any use of the leased Vehicle where the Vehicle travels to locations other than from home to work and/or school and from work/and or school and back to the home end, is defined as Personal Use (“Personal Use”) of the leased Vehicle. Personal Use of the Vehicle may be negotiated between the Coordinator and the Consultant(s), and if included in the lease, shall not exceed 20 percent of the total van miles driven during a calendar month period. The subsidy shall in no way be accounted for Personal Use of the Vehicle in excess of 20 percent of the total van miles driven during a calendar month period.

G. Lease Term. Consultant shall charge Coordinators a monthly lease rate not exceeding the Consultant’s annual pricing information as provided in the Vehicle Cost Matrix Form, Attachment B and as further stipulated in Section B above. All Coordinator lease agreements must be on a month-to-month basis unless the Coordinator (at his or her sole discretion) requests and negotiates a longer lease term.

H. Marketing. Consultant(s) shall seek to grow the Program by actively soliciting new customers and adding more vanpools. Consultant(s) shall endeavor to increase the number of vans participating in the Program, by:

1. Soliciting new customers and adding more vanpools in conjunction with market opportunities; and
2. Attending outreach events/meetings with Agencies and/or allowing Agency participation in Consultant-organized outreach events/meetings; and
3. Reducing the number of vanpool terminations due to loss of riders by actively assisting vanpools to fill emptyseats; and
4. Refraining from directly soliciting existing vanpool participants with the intention of increasing market share without contributing to the overall growth of the Program; and
5. Creating promotional materials that clearly describe the Consultant’s services, as well as each Agency’s role in the Program. All marketing materials that reference the Vanpool Subsidy Program shall, prior to distribution, be reviewed and approved by each respective Agency, and provided in a user-friendly, electronic format; and
6. Affixing on all Program Vehicles a decal that has been designed, produced and provided by the Agencies. The decal will display the program’s logo and/or other contact information; and
7. Allowing for placement of each respective Agency’s or partner materials in the interior of each leased Vehicle; and
8. Directing all new and potential Program Participants to each Agency’s website/System; and
9. Sharing the Agencies’ Program tools, outreach materials, program website and resources, when conducting vanpool formation meetings.

Consultant(s) are required to submit a monthly written Marketing Report utilizing the template

identified in Exhibit A and due by the 10th of each month. The Marketing Report details the marketing and outreach activities conducted by Consultant(s) during the prior month, and identifies upcoming activities for the following period.

I. Customer Service. Consultant(s) shall provide personnel necessary to offer timely and effective customer service and support to Program Participants. Consultant(s) shall provide contact information during business hours, as well as contact information during other non-business hour timeframes to Agencies as well as Participants.

J. Insurance. Insurance coverage requirements are set out in each Agency's agreement, Attachment C and Attachment C-1.

K. Maintenance. Consultant(s) shall:

1. Employ a scheduled maintenance program, as well as an unscheduled repair program, to ensure continued reliability and performance of the Vehicles used in the Program; and
2. Arrange and make available a Vehicle repair service location that is within ten (10) miles of either the Participant's home or work location; and
3. Identify situations where a Participant brings a vehicle to a repair facility vs. repair is done at Participant's home/work end (such as windshield repair), or, Consultant(s) brings a Vehicle to the Participant's home/work end while Participant's primary Vehicle is under repair; and
4. Develop and provide to Agencies a set of procedures that ensure prompt reimbursement to Participants for incidental expenses or emergency repairs incurred; and
5. In the event of a breakdown of a Vehicle or a repair that extends beyond one (1) day, Consultant(s) shall provide a replacement Vehicle, in a timely manner, to minimize the delay of arrival home or to work. This may require providing a replacement Vehicle by shift end, or to provide transportation home from work as applicable at the time of breakdown.

L. Towing Assistance. Consultant(s) shall provide emergency and non-emergency towing assistance to Vehicles while in service/operation and will be available at all times. This service shall include, but not be limited to, the repair of flat tires, gas/alternative fuel delivery, battery jumps and lock-out services.

M. Driver Selection, Orientation and Lease Revocation. Consultant(s) shall provide Agencies with their driver selection and orientation procedures for all drivers of the vanpool. Procedures should identify Consultant(s) criteria for revoking or suspending a lease or driver privileges and procedures/penalties if the Coordinator were to terminate the lease. Selection, orientation and revocation and termination procedures shall be subject to Agencies approval.

N. Complaints/Grievances. Consultant(s) shall provide Agencies their procedures for how Participant complaints are handled and addressed, and shall specify at what point in time Consultant(s) notifies Agencies of such complaints or grievances.

O. Periodic Consultant(s) Meetings. Consultant(s) shall attend meetings as scheduled by the Agencies. Meetings may occur during Program start-up, System orientation and training, and when new Consultant staff is assigned to the Program. The Agencies may also schedule meetings to coordinate Consultant outreach and marketing efforts. Consultant(s) shall provide the personnel and marketing resources necessary, and participate in scheduled marketing campaigns, events, and activities in coordination with the Agencies.

P. Completeness/Effectiveness. Consultant(s) shall assist the Agencies in continuously improving Program effectiveness and reducing Program administrative costs by:

1. Providing timely and high-quality updates to applications in the System within three (3) days of a Vehicle, lease or Coordinator change; and
2. Providing timely and high-quality invoicing and reporting at month end and at fiscal year-end; and
3. Facilitating the completion of periodic Agency-provided surveys of Participants and Vanpool Passengers, which may include post-participation surveys for those that terminate their involvement with the program; and
4. Actively participating in business process reviews and assisting with the implementation of process improvements.

Q. Reporting Support. Provide personnel and tools necessary to offer timely and accurate monthly and annual reporting as required by the Agencies and/or the NTD. Consultant(s) shall provide, and enter into each Agency's prescribed format/System, all Consultant-related performance data needed for monthly and annual NTD reporting. The FTA may amend the NTD reporting requirements, and it is the responsibility of the Consultant(s) to be familiar with those requirements, which can be found on the FTA website at: <https://www.transit.dot.gov/ntd>.

R. Application Process. Consultant(s) shall direct Coordinators who will be applying to the Program to qualify on each Agency's website/System. Upon qualification, the Coordinator may only then submit an application through the System. Each Agency will provide to the Coordinator, the Primary Driver (if not the Coordinator), as well as an alternate vanpool reporter, a Participation Agreement that must be executed by all required parties and submitted into each Agency's System. Consultant(s) are required to submit their information into the Agencies Systems, which shall include, but is not limited to, the Coordinator's vehicle make/year/model, vehicle size, vendor unit #, starting odometer, date of vehicle possession, date the change took effect, seating type, miles per gallon, monthly miles the lease is based on, PDF version of the vehicle checklist, PDF version of the vehicle lease agreement, description of any ADA features, monthly lease amount and lease start date. All completed applications will be reviewed and approved by each Agency and may begin on a date other than the first of the following month. The Agencies reserve the right to change application deadlines and subsidy start dates.

For SBCTA's Program only, in order to comply with Buy America requirements, Consultant(s) shall provide certification from the automobile manufacturer or dealership to SBCTA that provides proof that final vehicle assembly occurred in the United States. This requirement does not apply to zero emission vehicles being provided for SBCTA's Program. Consultant shall submit such certification in PDF format by Consultant(s) for each Vehicle that is anticipated to operate in SBCTA's program following Notice to Proceed. During each application processing

and approval, SBCTA will verify documentation is on file for each Vehicle. SBCTA will request from Consultant(s) additional documentation that may be missing, and if unable to fulfill the request, it may result in SBCTA rejecting the subsidy application and payment to Consultant(s). RCTC may require compliance with this provision, at no additional cost, upon notice to Consultant that FTA funding will be used to fund RCTC's contract, and written amendment to the RCTC contract.

S. Approved Application Changes. Consultant(s) shall make the following changes in the Agencies' Systems, and provide written notification to Agencies within three (3) business days of the occurrence:

1. Termination of a vanpool, including the reason for termination; and/or
2. A change in the Coordinator (new Coordinator) of an approved vanpool and the new lease agreement and new vehicle checklist; and/or
3. Change in date of vanpool lease; and/or
4. Address or phone number change for Participants; and/or
5. Vehicle change, including the new make/model/year, size and new vendor vehicle unit ID #; and/or
6. Change in monthly lease amount; and/or
7. Consultant change of a vanpool.

T. Consultant Deliverables. During the course of each Agency's Agreement term, Consultant(s) shall:

1. Submit in a timely manner and as outlined in this Scope of Work, information required to be supplied by Consultant(s) to the Agencies' Systems for subsidies to commence on a date as determined by the Agencies; and
2. Submit into the System, by the 7th of each month, an invoice in a Microsoft Excel format similar to the sample provided in Exhibit B, that provides the following information in each column, for vanpools subsidized in the prior calendar month period:
 - i. Agency Agreement number, addressed to the Vanpool Project Manager;
 - ii. Date invoice was generated and the period of performance (will always be a calendar month period);
 - iii. The number of spare vehicle units available to the Program during the Period;
 - iv. Sequential count of vanpools subsidized in the month period;
 - v. Agency Vanpool ID;
 - vi. Consultant(s) Vehicle Unit number;
 - vii. Consultant(s) Agreement number with Coordinator;
 - viii. Coordinator first name;
 - ix. Coordinator last name;
 - x. Vanpool start date;
 - xi. Total lease cost;
 - xii. Agency Subsidy amount;
 - xiii. Vanpool Termination date and final subsidy as determined by the Agencies (if terminated); and

- xiv. All other relevant information, comments and notes regarding the status of each vanpool and the Program (such as if there were a Coordinator change during the month).

If an invoice has any discrepancy and is not consistent with the System information/data, the Agencies will return the invoice to Consultant(s) for corrections or updating information within the System, and then Consultant(s) will re-submit the invoice when corrections have been completed. The Agencies will not disperse subsidies for vanpools that were not approved by them during the month period. The Agencies will not begin processing an invoice for payment until the invoice is correct and matches all data in the System for the reporting month.

Along with the monthly invoice submittal, Consultant(s) shall provide for the same monthly invoice period a summary the following reports and activities:

1. Regional sales, marketing and outreach activities (Exhibit A); and
2. If any, ADA vehicles requested, by Vanpool ID and Consultant(s) Vehicle number, and Consultant(s) response in a format similar to Exhibit C; and
3. Any minor or major incidents, in a format similar to Exhibit C, involving a vanpool Vehicle per the most recent FTA Safety and Security Policy Manual, by Vanpool ID and Consultant's Vehicle number, and Consultant's response; and
4. If any major or other mechanical system failures, in a format similar to Exhibit C, by Vanpool ID and Consultant's Vehicle number, and Consultant's response.

Consultant(s) shall provide Annual NTD reports and forms by no later than the last working day of August each year, based on the Agencies' annual fiscal year (July 1st through June 30th). Consultant(s) will submit directly to each Agency the information, which shall include, but not be limited to:

1. Coordinator Annual Lease Cost Report. Per line item the report includes:
 - a. Agency Vanpool ID and Consultant's Vehicle unit number; and
 - b. Coordinator's and Primary Driver's first and last name; and
 - c. Lease cost listed monthly per Coordinator.
2. FTA/NTD A-30 form with information about Program Vehicles during the fiscal year, as outlined and required in the reporting year form provided by the NTD; and
3. FTA/NTD F-30 form with details of Consultant's costs incurred, as outlined and required in the reporting year form provided by the NTD; and
4. NTD Revenue Vehicle Failures, which requires details of vehicle failures (as required on the FTA/NTD Form R-20); and
5. Details of vehicle maintenance performed, to include, but not be limited to a log/record of all maintenance, inspections, servicing and repairs performed for each vehicle, including the dates of service, odometer readings, and descriptions of the work performed.

Failure to provide the annual reports within the time requirements stated in this section above will result in the withholding of any subsidy payment until the annual reports are submitted in their entirety to the Agencies.

SOW EXHIBIT A

Exhibit A RCTC/SBCTA Vanpool Marketing Report

New Vanpool Activity

Vanpool ID	Number of Passengers	Employer	Vanpool Vendor Staff Contact	Delivery Date

Vanpool Terminations

Vanpool ID	Number of Passengers	Employer	Vanpool Vendor Staff Contact	Reason for Termination

Vanpool Watch List

Please identify the vanpools that are in jeopardy of termination. Please identify the root cause and the action being taken to address the issue(s):

Vanpool ID	Employer	Reason	Action Being Taken	Vanpool Vendor Staff Contact

Vanpool Forecast

Please include a forecast of the number of vanpools expected to start during the next period:

Employer	Number of Vanpools	Number of Passengers	Vanpool Vendor Staff Contact	Notes

Meetings and Events During Month

Please list the vanpool formation meetings and events held throughout the region. Include a list of the contacts made at employer sites, the number of people that attended the meeting or event, and the number of people added to an interest list:

Type of Meeting/Event	Date	Employer	Vanpool Vendor Staff Contact	Attendance	# Added to Interest List

Planned Meetings and Events

Please list any upcoming/planned meetings/events:

Type of Meeting/Event	Date	Employer	Vanpool Vendor Staff Contact	Anticipated Number of Attendees

Vanpool Opportunities and Leads

Please provide a list of current opportunities and leads and their status:

Employer	Number of Vanpools	Vanpool Vendor Staff Contact	Notes

Other Promotions

Please provide a list/description of other promotions and/or marketing activities that took place or are planned:

Type	Notes

SOW EXHIBIT B
(Refer to PlaneBids Documents and Attachments)

SOW EXHIBIT C

Exhibit C

RCTC/SBCTA ADA, Incident and Vehicle Failures Report

ADA Vehicles Requested

Agency Vanpool ID	Vendor Vanpool ID	Request Type	Status	Other Notes

Vehicle Incidents

Agency Vanpool ID	Vendor Vanpool ID	Incident Type	Status	Other Notes

Vehicle Failures

Agency Vanpool ID	Vendor Vanpool ID	Failure Type	Major or Minor	Status	Other Notes

ATTACHMENT “B”
VEHICLE COST MATRIX FORM



VANPOOL VEHICLE COST MATRIX FORM – Attachment B

RFP No. 20-1002393

Pricing Option 1: Vehicles are four (4) model years of age or younger at the inception of the lease between Contractor and Leaseholder and do not exceed an odometer reading of 100,000 miles, during the entire time period the vehicle is subsidized.

Vehicle & Class	Seat Capacity/Type	Estimated MPG/H WY	Based on Model Year	Current Average Cost per Vehicle, based on Daily Round-Trip Miles of:						
				30-50	51-100	101-150	151-200	201-250	251-300	301-350



**VANPOOL VEHICLE COST MATRIX FORM –
Attachment B**

RFP No. 20-1002393

Pricing Option 2: Vehicles six (6) model years of age or younger at the inception of the lease between Contractor and Leaseholder and do not exceed 200,000 miles during the entire time period the vehicle is subsidized.

Vehicle & Class	Seat Capacity/Type	Estimated MPG/H WY	Based on Model Year	Current Average Cost per Vehicle, based on Daily Round-Trip Miles of:						
				30-50	51-100	101-150	151-200	201-250	251-300	301-350

ATTACHMENT “C”
SBCTA PROPOSED CONTRACT

CONTRACT No. 20-1002393

BY AND BETWEEN

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

AND

FOR

THIRD PARTY VANPOOL VEHICLE PROVIDERS

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and _____ ("CONSULTANT") whose address is _____. SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties".

RECITALS:

WHEREAS, SBCTA requires Work as described in Exhibit A of this Contract and;

WHEREAS, CONSULTANT has confirmed that CONSULTANT has the requisite professional qualifications, personnel and experience and is fully capable and qualified to perform the services identified herein; and

WHEREAS, CONSULTANT desires to perform all Work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A "Scope of Work" ("Work") in accordance with all applicable professional standards which are generally

accepted in the State of California, in accordance with the terms and conditions expressed herein, and in the sequence, time, and manner defined herein. The word “Work”, as used herein, includes without limitation the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and Work imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with its satisfaction being based on prevailing applicable professional standards.

- 1.2 SBCTA’s Project Manager for this Contract is **Nicole Soto**, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Executive Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including without limitation, notices of default and/or termination), technical directions and approvals, demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself

ARTICLE 2. CONTRACT TERM

- 2.1 The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA’s Procurement Analyst and shall continue in effect through December 31, 2023, or until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any work performed or costs incurred prior to issuance of the NTP.
- 2.2 SBCTA at its sole discretion may extend the original term of the Contract for two one-year option(s). The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed December 31, 2025.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work identified herein and, in compliance with all the terms and conditions of this Contract, shall be as a fixed subsidy for approved vanpools per month, which includes all obligations incurred in, or applied to, CONSULTANT’s performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is _____ (\$_____). All Work provided under this Contract is to be performed as set forth in Exhibit A “Scope of Work”, and shall be reimbursed based on 50% of allowable vehicle lease rates, not to exceed \$400 per month per qualified petroleum-based vehicle and \$500 per month per qualified zero emission vehicles, pursuant to Exhibit B “Vehicle Cost Matrix Form”. SBCTA will not compensate the CONSULTANT for any subsidies for vehicles not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.
- 3.3 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of

costs under this Contract and may be modified from time to time by written amendment of the Contract.

3.3.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3.3.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments shall be returned by CONSULTANT to SBCTA.

3.4 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.

3.5 During a random physical inspection and audit of vehicles for safety equipment, should SBCTA find that CONSULTANT is not compliant with contractual requirements, CONSULTANT shall bring any non-compliant item(s) into compliance within three (3) business days or temporarily/permanently replace the non-compliant vehicle with a compliant vehicle.

If CONSULTANT fails to remedy/replace a non-compliant vehicle pursuant to the contractual terms, SBCTA may withhold the monthly subsidy amount for each non-compliant vehicle.

3.6 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 4. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONSULTANT shall pay when due, and the compensation set forth herein shall be inclusive of all: a) local, municipal, State, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONSULTANT; and d) other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

ARTICLE 5. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work will or may be affected by a shortage of funds, it will promptly notify CONSULTANT. Nothing herein shall relieve SBCTA from its obligation to compensate

CONSULTANT for Work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

ARTICLE 6. PERMITS AND LICENSES

CONSULTANT shall, without additional compensation, keep current all governmental permits, certificates and licenses (including professional licenses) necessary for CONSULTANT to perform Work identified herein.

ARTICLE 7. DOCUMENTATION AND RIGHT TO AUDIT

- 7.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA, Federal Transit Administration, the California State Auditor, or other authorized representatives of SBCTA, access to CONSULTANT's records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.
- 7.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Project at any time. After CONSULTANT receives any audit recommendations, the cost proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report.
- 7.3 Subcontracts in excess of \$25,000 shall contain the provisions in this Article.

ARTICLE 8. RESPONSIBILITY OF CONSULTANT

- 8.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and the assurance of compliance with all applicable federal, State, and local laws and regulations, and other Work furnished by the CONSULTANT under the Contract.
- 8.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. At any time during performance of the Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties, which could pose potential risk to SBCTA or the Project, CONSULTANT

shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe and potential failure, of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

8.3 Intentionally Omitted

8.4 SBCTA shall advise CONSULTANT of their responsibility and collect the amount due, including but not limited to, withholding of payments, if the recoverable cost will exceed the administrative cost involved or is otherwise in SBCTA's best interest. SBCTA shall include in the Contract Audit File a written statement of the reasons for the decision to recover or not recover the costs from CONSULTANT.

8.5 CONSULTANT shall document the results of the Work to the satisfaction of SBCTA and if applicable, Federal Transit Administration (FTA). This may include preparation of progress and final reports, or similar evidence of attainment of SBCTA's objectives.

8.6 Intentionally Omitted

8.7 CONSULTANT shall produce documents which specify compliance with FTA and Buy America requirements.

ARTICLE 9. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Exhibit A, "Scope of Work". At a minimum, CONSULTANT shall submit monthly progress reports with their monthly invoices. The progress reports shall be sufficiently detailed for SBCTA to determine if the CONSULTANT is performing to expectations or is on schedule to provide communication of interim findings, and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

ARTICLE 10. TECHNICAL DIRECTION

10.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager. The term "Technical Direction" is defined to include, without limitation:

10.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Work.

10.1.2 Provision of written information to CONSULTANT, which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.

10.1.3 Review and, where required by the Contract, approval of technical reports, specifications and technical information to be delivered by CONSULTANT to SBCTA under the Contract.

10.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications as

defined herein are limited to: substitutions of personnel identified in this Contract, including Key Personnel and subconsultants; modifications to hourly rates, classifications, and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All administrative modifications shall be documented in writing between the Parties.

10.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:

10.2.1 Increases or decreases the Scope of Work;

10.2.2 Directs CONSULTANT to perform Work outside the original Scope of Work;

10.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;

10.2.4 In any manner causes an increase or decrease in the Contract price as identified in Article 3, herein, or the time required for Contract performance;

10.2.5 Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;

10.2.6 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or

10.2.7 Approves any demand or claim for additional payment.

10.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or failure to agree upon the Contract action to be taken, shall be subject to the provisions of the "DISPUTES" Article herein.

10.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.

10.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within its authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in 10.2.1 through 10.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SBCTA shall:

10.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction either is or is not Technical Direction, as defined in 10.1 above, and within the Scope of Work.

10.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 11. CHANGES

11.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONSULTANT will be advised of any such changes by written notification from SBCTA

describing the change. This notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved any amendment to this Contract.

- 11.2 Promptly after such written notification of change is given to CONSULTANT by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

ARTICLE 12. CONFLICT OF INTEREST

CONSULTANT agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA as to the Project. CONSULTANT further agrees that in the performance of this Contract no person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT agrees that CONSULTANT's staff designated by SBCTA's Executive Director as "Consultants" under the Political Reform Act shall timely file Statements of Economic Interest with the SBCTA Clerk of the Board.

ARTICLE 13. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocating any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONSULTANT shall notify SBCTA in writing and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rate) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of key personnel shall not be made without prior written consent of SBCTA. CONSULTANT shall not substitute any key personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of key personnel, SBCTA may terminate the Contract. Key Personnel are:

Name	Job Classification/Function

ARTICLE 14. REPRESENTATIONS

All Work supplied by CONSULTANT under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that they are supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SBCTA that the same shall conform to professional principles and standards that are generally accepted in the profession in the State of California.

ARTICLE 15. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 15.1 If, as part of this Contract, CONSULTANT is required to produce materials, documents

data, or information (“Products”), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.

- 15.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
- 15.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault of or an unauthorized disclosure by CONSULTANT or its employees, agents, or subconsultants; or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall not be publicly disclosed until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.
- 15.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 15.5 All press releases or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by the Parties.

ARTICLE 16. CONSTRUCTION CLAIMS

Intentionally Omitted

ARTICLE 17. TERMINATION

- 17.1 Termination for Convenience- SBCTA's Executive Director shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.

17.1.1 CONSULTANT shall deliver to SBCTA, all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA.

Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.

- 17.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 17.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 17.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the Products and finished Work by whatever method SBCTA may deem expedient.
- 17.2.1 A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.
- 17.2.2 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.
- 17.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits on unperformed services or any damages because of such termination. All subcontracts in excess of \$25,000 shall contain the above provisions of this Article.

ARTICLE 18. STOP WORK ORDER

Upon failure of CONSULTANT or its subconsultants to comply with any of the requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with the Termination For Cause provisions of this Contract.

ARTICLE 19. CLAIMS

SBCTA shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by SBCTA in writing. SBCTA shall not be liable to CONSULTANT for any claim asserted by CONSULTANT after final payment has been made under this Contract.

ARTICLE 20. INSURANCE

20.1 Prior to commencing the Work, subject to the provisions of Article 20.2 “General Provisions”, and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT’s and sub-consultant’s sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

20.1.1 Professional Liability. -Intentionally Omitted

20.1.2 Worker’s Compensation/Employer’s Liability. The policies must include the following:

- Coverage A. Statutory Benefits
- Coverage B. Employer’s Liability
- Bodily Injury by accident - \$1,000,000 per accident
- Bodily Injury by disease - \$1,000,000 policy limit/\$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers’ compensation laws in effect during performance of the Work by CONSULTANT or any subconsultant of any tier. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

20.1.3 Commercial General Liability. The policy must include the following:

- Consultant shall maintain commercial general liability(CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$2,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$2,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury

- \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the CGL insurance coverage with limits not less than:

- Each occurrence limit: \$1,000,000
- General aggregate limit: \$2,000,000
- Personal injury and advertising limit \$1,000,000
- Products-completed operations aggregate limit \$2,000,000

All subconsultants' and sub-subconsultants' deductibles or self-insured retentions must be acceptable to SBCTA's Risk Manager.

20.1.4 Umbrella/Excess CGL. The policy must include the following:

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
 - The umbrella or excess policy shall follow form over the CONSULTANT's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
 - The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
 - The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
 - The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

20.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$2,000,000** each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.

- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance
The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

20.1.6 Pollution Liability– Intentionally Omitted

20.1.7 Railroad Protective Liability– Intentionally Omitted

20.2 General Provisions

20.2.1 Qualifications of Insurance Carriers. All policies written by insurance carriers shall be authorized and admitted to do business in the state of California with a current A.M. Best rating of A-VIII or better. Professional Liability and Pollution Liability policies may be from non-admitted carriers provided they are authorized and licensed in the state of California and meet the current A.M. Best rating of A: VIII or better.

20.2.2 Additional Insurance Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.

20.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

20.2.4 Deductibles. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-consultants to pay, all

deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. All deductibles will be in amounts acceptable to SBCTA's Risk Manager. CONSULTANT will advise SBCTA in writing as to the amounts of any deductible, or as to any increase in any insurance deductible under any insurance required above. There will be no deductibles in excess of \$250,000 per occurrence, loss or claim under the insurance. There shall be no self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due CONSULTANT. The policies shall not provide that any deductible, or other payment required under the policy can be paid only by the named insured, and not by an additional insured.

20.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant with the exception of Professional Liability and Worker's Compensation shall be endorsed, (with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

20.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.

20.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at procurement@gosbcta.com to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

20.2.8 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this

Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligations to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

- 20.2.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 20.2.10 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultants to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 20.2.11 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 20.2.12 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 21. INDEMNITY

- 21.1 To the extent, but only to the extent, that CONSULTANT's Work falls within the scope of Civil Code Section 2782.8, the following indemnification is applicable:

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) San Bernardino County Transportation Authority, and its officers, directors, members, employees, agents and volunteers (collectively the "Indemnitees") from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the design professional.

- 21.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably

approved by SBCTA) and hold harmless the Indemnitees, from any and all claims, actions, losses, damages and/or liability ("Claims") arising out of or related to any act or omission of consultant or any of its officers, employees, agents, subconsultants or volunteers and for any costs or expenses incurred by SBCTA on account of any such Claims except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONSULTANT's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

ARTICLE 22. ERRORS AND OMISSIONS

CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. CONSULTANT shall be liable for SBCTA's costs resulting from errors or deficiencies in Work furnished under this Contract, including but not limited to any fines, penalties and damages.

ARTICLE 23. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, reports, worksheets, and other data developed by CONSULTANT under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.

ARTICLE 24. SUBCONTRACTS

- 24.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in the CONSULTANT's proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.
- 24.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA's approval shall not be unreasonably withheld.
- 24.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have the sole responsibility for managing of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 25. INSPECTION OF OPERATIONS

SBCTA its designees, representatives and agents shall at all times have access during normal

business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory Work or products.

ARTICLE 26. INDEPENDENT CONTRACTOR

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Work provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. SBCTA shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Work or as to the manner, means and methods by which Work is performed. All personnel furnished by CONSULTANT under this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subconsultant(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SBCTA.

ARTICLE 27. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any Party's rights under the Contract, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

ARTICLE 28. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino County. Each Party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

ARTICLE 29. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT warrants that in the performance of this Contract, it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

ARTICLE 30. PRECEDENCE

- 30.1 The Contract consists of the Contract Articles, Exhibit A "Scope of Work," and Exhibit B "Cost Proposal," SBCTA's Request For Proposal, and CONSULTANT's proposal, all of which are incorporated in this Contract by this reference.
- 30.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA's Request For Proposal; and last, CONSULTANT's Proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.

- 30.3 In the event of an express conflict between the documents listed in this Article, or between any other documents, which are a part of the Contract, CONSULTANT shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

ARTICLE 31. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax or email when made not during regular business hours; or (c) the fourth business day following deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

To CONSULTANT	To SBCTA
	1170 W. 3rd Street, 2nd Floor
	San Bernardino, CA 92410-1715
Attn:	Attn: Nicole Soto
Email:	Email: nsoto@gosbcta.com
Phone:	Phone: (909) 884-8276
2nd Contact:	Copy: Procurement
Email:	Email: procurement@gosbcta.com

ARTICLE 32. DISPUTES

- 32.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Procurement Manager within thirty (30) calendar days after notice thereof in writing, which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute is appealable to a court of competent jurisdiction.
- 32.2 During resolution of the dispute, CONSULTANT shall proceed with performance of the Contract with due diligence.

ARTICLE 33. GRATUITIES

CONSULTANT, its employees, agents, or representatives shall not offer or give to any officer, official, agent or employee of SBCTA any gift, entertainment, payment, loan, or other gratuity.

ARTICLE 34. REVIEW AND ACCEPTANCE

All Work performed by CONSULTANT shall be subject to periodic review and approval by SBCTA at any and all places where such performance may be carried on. Failure of SBCTA to

make such review, or to discover defective work, shall not prejudice the rights of SBCTA at the time of final acceptance. All Work performed by CONSULTANT shall be subject to periodic and final review and acceptance by SBCTA upon completion of all Work.

ARTICLE 35. CONFIDENTIALITY

Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access, or materials prepared by CONSULTANT under the terms of this Contract, shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine, and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA.

ARTICLE 36. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by SBCTA periodically throughout the Contract performance period, such as at the completion of certain milestones as identified in Exhibit A and/or at the completion of the Contract. A copy of the evaluation will be given to CONSULTANT for their information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONSULTANT if they submit a proposal on a future RFP issued by SBCTA.

ARTICLE 37. SAFETY

CONSULTANT shall strictly comply with all OSHA regulations, local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under this Contract. CONSULTANT shall comply with safety instructions issued by SBCTA and their representatives.

ARTICLE 38. DRUG FREE WORKPLACE

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq.

ARTICLE 39. ASSIGNMENT

CONSULTANT shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise, without first obtaining the written consent of SBCTA. SBCTA's exercise of consent shall be within its sole discretion. Any purported assignment without SBCTA's prior written consent shall be void and of no effect, and shall constitute a material breach of this Contract. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE 40. DEBARMENT AND SUSPENSION CERTIFICATION

40.1 This Contract is a covered transaction for purposes of 2CFR Part 180, as supplemented by 2 CFR Part 1200. As such, CONSULTANT verifies that neither the CONSULTANT, its principals, as defined at 2CFR 180.995, nor affiliates, as defined at 2CFR 180.905, are excluded or disqualified as defined at 2CFR 180.940 and 180.935. CONSULTANT is required to comply with 2CFR 180, Subpart C, and must include the requirement to comply

with the requirements of 2CFR 180, Subpart C in any lower tier covered transaction it enters into.

40.2 By signing this Contract, CONSULTANT certifies as follows:

This certification is a material representation of fact relied upon by SBCTA. If it is later determined that CONSULTANT knowingly rendered an erroneous certification, in addition to remedies available to SBCTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. CONSULTANT agrees to comply with the requirements of 2CFR 180, Subpart C, throughout the term of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 41. PREVAILING WAGE RATES

Intentionally Omitted

ARTICLE 42. CONTINGENT FEE

CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to terminate the Contract without liability, pay only for the value of the Work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 43. FORCE MAJEURE

CONSULTANT shall not be in default under this Contract in the event that the Work performed by CONSULTANT is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, or other catastrophic events which are beyond the reasonable control of CONSULTANT and which CONSULTANT could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of CONSULTANT to perform or failure of CONSULTANT to obtain either any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONSULTANT.

ARTICLE 44. WARRANTY

CONSULTANT warrants that all Work performed shall be in accordance with the Contract, and all applicable professional standards. In the event of a breach of this provision, CONSULTANT shall take the necessary actions to correct the breach at CONSULTANT's sole expense. If CONSULTANT does not take the necessary action to correct the breach, SBCTA, without waiving any other rights or remedies it may have, may take the necessary steps to correct the breach, and CONSULTANT shall promptly reimburse SBCTA for all expenses and costs incurred.

ARTICLE 45. CIVIL RIGHTS

45.1 Nondiscrimination. During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONSULTANT agrees to comply with the provisions of Title VI of the Civil Rights Act, as amended, 42 U.S.C. sec. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. sec. 6102, section 202 of the Americans With Disabilities Act of 1990, 42 U.S.C. sec. 12132, and Federal transit law at 49 U.S.C. sec. 5332, and other applicable Federal, State and local laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. In addition, CONSULTANT agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

45.2 Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying Contract.

45.2.1 Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. sec. 2000e et seq., and Federal transit laws at 49 U.S.C. sec. 5332, CONSULTANT 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 Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaking in the course of the Project. CONSULTANT 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, CONSULTANT agrees to comply with any implementing requirement FTA may issue.

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

45.2.3 Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C, sec. 12112, CONSULTANT agrees that it will comply with the requirement 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, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

45.3 CONSULTANT shall include the requirements of this Article in each of its subcontracts.

ARTICLE 46. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period due to CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE 47. CONFLICT OF INTEREST

- 47.1 CONSULTANT shall disclose any financial, business, or other relationship with SBCTA that may have an impact upon the outcome of this Contract. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract.
- 47.2 CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Contract.
- 47.3 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.
- 47.4 Intentionally Omitted
- 47.5 Intentionally Omitted
- 47.6 Intentionally Omitted

ARTICLE 48. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this Contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid, to any SBCTA employee. For breach or violation of this warranty, SBCTA shall have the right in its discretion: to terminate the contract without liability; to pay only for the value of the Work actually performed; or to deduct from the Contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE 49. PROHIBITION OF EXPENDING SBCTA, STATE OR FEDERAL FUNDS FOR LOBBYING

- 49.1 CONSULTANT certifies, to the best of his or her knowledge and belief, that:
 - 49.1.1 No state, federal or local agency appropriated funds have been paid, or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of an agency, Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, or loan, or cooperative agreement.

- 49.1.2 If any funds other than federal appropriated funds have been paid, or will be paid to any person for making lobbying contacts to, influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 49.2 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. sec. 1352. 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.
- 49.3 CONSULTANT shall require that the language of this Article be included in all lower-tier subcontracts exceeding \$100,000, and that all such subconsultants shall certify and disclose accordingly.

ARTICLE 50. INCORPORATION OF FTA TERMS

All contractual provisions required by Department of Transportation (DOT) as set forth in Federal Transit Administration (FTA) Circular 4220.1F, as amended, whether or not expressly set forth in this Contract, are hereby incorporated by reference into this Contract. 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. CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any SBCTA requests which would cause the designated recipient, subrecipient or SBCTA to be in violation of the FTA terms and conditions. If SBCTA determines that a Contract amendment expressly setting forth FTA-required terms is convenient or necessary for SBCTA's receipt or use of FTA funding for this Contract or the Project, CONSULTANT agrees to promptly execute such an amendment to this Contract. CONSULTANT's failure to execute such amendment within ten business days after SBCTA provides CONSULTANT with such amendment shall be a material breach of this Contract.

ARTICLE 51. FEDERAL CHANGES

CONSULTANT shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between direct recipient or subrecipient and FTA, as they may be amended or promulgated from time to time during the term of this Contract. CONSULTANT's failure to comply shall constitute a material breach of this contract.

ARTICLE 52. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

SBCTA and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to SBCTA, CONSULTANT, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from the underlying Contract. CONSULTANT agrees to include these requirements in all of its subcontracts.

ARTICLE 53. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- 53.1 CONSULTANT 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. Accordingly, by signing this Contract CONSULTANT 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 Agreement or the FTA-assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, CONSULTANT 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 penalties of the Program Fraud Civil Remedies Act of 1986 on CONSULTANT to the extent the Federal Government deems appropriate.
- 53.2 CONSULTANT 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 this Contract connected with a project that is financed in whole or part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307 *et seq.*, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5323(1) (1) *et seq.* on CONSULTANT, to the extent the Federal Government deems appropriate.
- 53.3 CONSULTANT shall include the requirements of this Article in all of its subcontracts.

ARTICLE 54. RECYCLED PRODUCTS

CONSULTANT shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. sec. 6962), including but not limited to U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR part 247, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. CONSULTANT agrees to include this requirement in all of its subcontracts.

ARTICLE 55. ENERGY CONSERVATION REQUIREMENTS

CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

ARTICLE 56. CLEAN AIR

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*, and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387, as amended. CONSULTANT shall report each violation to SBCTA, who will in turn report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts which exceed \$100,000.

ARTICLE 57. CLEAN WATER REQUIREMENTS

CONSULTANT shall 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.* CONSULTANT shall report each violation to SBCTA and understands and agrees that SBCTA will, in turn, report each violation as required to assure notification to FTA and appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts which exceed \$100,000.

ARTICLE 58. FLY AMERICA REQUIREMENTS

CONSULTANT 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 the 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. CONSULTANT shall 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 shall, in any event, provide a certificate of compliance with the Fly America requirements. CONSULTANT agrees to include the requirements of this Article in all subcontracts that may involve international air transportation.

ARTICLE 59. SEISMIC SAFETY REQUIREMENTS

CONSULTANT 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 Seismic Safety Regulations, 49 CFR Part 41, and will certify to compliance to the extent required by the regulation. CONSULTANT also agrees to ensure that all work performed under this Contract, including work performed by a subconsultant, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

ARTICLE 60. DISADVANTAGED BUSINESS ENTERPRISE

SBCTA, as the sub-recipient of federal funds, is required to comply with any requirements established by the main recipient (Omnitrans) to involve Disadvantaged Business Enterprises (DBEs) to the maximum extent feasible in all phases of its procurement practices. The CONSULTANT must certify that it has complied with the requirements of 49 CFR Part 26. The CONSULTANT shall have on file with the FTA an approved or non-disapproved annual DBE subcontracting participation goal program.

The CONSULTANT agrees to ensure that DBEs as defined in 49 CFR Part 26 have the opportunity to participate in the performance of Subcontracts financed in whole or in part with Federal funds provided under the Contract. In this regard, the CONSULTANT shall take all reasonable steps in accordance with 49 CFR Part 26 so that DBEs have the opportunity to compete for and perform the Work. The CONSULTANT shall not discriminate on the basis of race, color, religion, sex, age or national origin, in the award and performance of DOT-assisted contracts.

The CONSULTANT shall supply sufficient information in its payment applications and supporting documentation to enable SBCTA and the FTA to assess whether CONSULTANT is complying with its DBE goals. The CONSULTANT shall comply with its FTA approved or non-disapproved DBE goal program.

ARTICLE 61. ENTIRE DOCUMENT

- 61.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- 61.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 61.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

ARTICLE 61. CONTRACT

CONSULTANT and SBCTA hereby agree that this Contract constitutes the entire agreement which is made and concluded in duplicate between the two Parties. Each Party for and in consideration of the payments to be made, conditions mentioned, and work to be performed, agrees to diligently perform in accordance with the terms and conditions of this Contract as evidenced by the signatures below.

ARTICLE 62. EFFECTIVE DATE

The date that this Contract is executed by SBCTA shall be the Effective Date of the Contract.

-----*SIGNATURES ARE ON THE FOLLOWING PAGE*-----

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year written below.

CONSULTANT

SBCTA

By: _____
Name
Title

Date: _____

By: _____
Frank J. Navarro
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE

By: _____
Jeffery Hill
Procurement Manager

Date: _____

EXHIBIT “A”
“SCOPE OF WORK” – ADDED TO FINAL CONTRACT

EXHIBIT “B”
APPROVED COST PROPOSAL” – ADDED TO FINAL CONTRACT

ATTACHMENT “C-1”
RCTC PROPOSED CONTRACT

AGREEMENT No. 20-XX-XXX-00

BY AND BETWEEN

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

AND

FOR

THIRD PARTY VANPOOL VEHICLE PROVIDERS

This contract (“Contract”) is made and entered into by and between the Riverside County Transportation Commission (“RCTC”), whose address is 4080 Lemon St., 3rd Floor, Riverside, CA 92501, and _____ (“CONSULTANT”) whose address is _____. RCTC and CONSULTANT are each a “Party” and are collectively the “Parties”.

RECITALS:

WHEREAS, RCTC requires Work as described in Exhibit A of this Contract and;

WHEREAS, CONSULTANT has confirmed that CONSULTANT has the requisite professional qualifications, personnel and experience and is fully capable and qualified to perform the services identified herein; and

WHEREAS, CONSULTANT desires to perform all Work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth herein.

WHEREAS, RCTC intends to initially fund this Contract utilizing local funding, but may, at a later time, elect to utilize funding from the Federal Transportation Administration (FTA), should such funding become available.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

- 1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A “Scope of Work” (“Work”) in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein, and in the sequence, time, and manner defined herein. The word “Work”, as used herein, includes without limitation the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and Work imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of RCTC, with its satisfaction being based on prevailing applicable professional standards.
- 1.2 RCTC’s Project Manager for this Contract is Brian Cunanan, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Executive Director of RCTC or his or her designee. The Project Manager shall have authority to act on behalf of RCTC in administering this Contract, including giving notices (including without limitation, notices of default and/or termination), technical directions and approvals, demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself

ARTICLE 2. CONTRACT TERM

- 2.1 The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by RCTC’s Procurement Manager and shall continue in effect through December 31, 2023, or until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any work performed or costs incurred prior to issuance of the NTP.
- 2.2 RCTC at its sole discretion may extend the original term of the Contract for two one-year option(s). The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed December 31, 2025.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work identified herein and, in compliance with all the terms and conditions of this Contract, shall be as a fixed subsidy for approved vanpools per month, which includes all obligations incurred in, or applied to, CONSULTANT’s performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by RCTC) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is _____ (\$_____). All Work provided under this Contract is to be performed as set forth in Exhibit A “Scope of Work”, and shall be reimbursed based on 50% of allowable vehicle lease rates, not to exceed \$400 per month per qualified petroleum-based vehicle and \$500 per month per qualified zero emission vehicles, pursuant to Exhibit B “Vehicle Cost Matrix Form”. RCTC will not compensate the CONSULTANT for any subsidies for vehicles not shown in Exhibit B or agreed to and approved by RCTC as required under this Contract.

- 3.3 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- 3.3.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 3.3.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments shall be returned by CONSULTANT to RCTC.
- 3.4 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from RCTC. It shall be CONSULTANT's responsibility to recognize and notify RCTC in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.5 During a random physical inspection and audit of vehicles for safety equipment, should RCTC find that CONSULTANT is not compliant with contractual requirements, CONSULTANT shall bring any non-compliant item(s) into compliance within three (3) business days or temporarily/permanently replace the non-compliant vehicle with a compliant vehicle.
- If CONSULTANT fails to remedy/replace a non-compliant vehicle pursuant to the contractual terms, RCTC may withhold the monthly subsidy amount for each non-compliant vehicle.
- 3.6 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 4. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONSULTANT shall pay when due, and the compensation set forth herein shall be inclusive of all: a) local, municipal, State, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONSULTANT; and d) other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

ARTICLE 5. AVAILABILITY OF FUNDS; FTA REQUIREMENTS

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to RCTC for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by RCTC at the end of the period for which funds are available. When RCTC becomes aware that any portion of

Work will or may be affected by a shortage of funds, it will promptly notify CONSULTANT. Nothing herein shall relieve RCTC from its obligation to compensate CONSULTANT for Work already performed pursuant to this Contract. No penalty shall accrue to RCTC in the event this provision is exercised.

Article 49 through Article 59 of this Contract incorporate FTA required clauses, which shall be enforceable commencing at such time as RCTC alerts CONSULTANT to the use of FTA funds. RCTC intends to rely on the federally related certifications and disclosures submitted by CONSULTANT in its response to the Request for Proposals ("RFP") pursuant to which this Contract has been awarded. RCTC shall retain copies of such submissions in its project file for this Contract.

ARTICLE 6. PERMITS AND LICENSES

CONSULTANT shall, without additional compensation, keep current all governmental permits, certificates and licenses (including professional licenses) necessary for CONSULTANT to perform Work identified herein.

ARTICLE 7. DOCUMENTATION AND RIGHT TO AUDIT

- 7.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by RCTC, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide RCTC, Federal Transit Administration, the California State Auditor, or other authorized representatives of RCTC, access to CONSULTANT's records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow RCTC and its representatives or agents to reproduce any materials as reasonably necessary.
- 7.2 The cost proposal and/or invoices for this Contract are subject to audit by RCTC and/or any state or federal agency funding this Project at any time. After CONSULTANT receives any audit recommendations, the cost proposal shall be adjusted by CONSULTANT and approved by RCTC's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at RCTC's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by RCTC's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to RCTC within thirty (30) calendar days after issuance of the audit report.
- 7.3 Subcontracts in excess of \$25,000 shall contain the provisions in this Article.

ARTICLE 8. RESPONSIBILITY OF CONSULTANT

- 8.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and the assurance of compliance with all applicable federal, State, and local laws and regulations,

and other Work furnished by the CONSULTANT under the Contract.

- 8.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. At any time during performance of the Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties, which could pose potential risk to RCTC or the Project, CONSULTANT shall immediately document such matters and notify RCTC in writing. CONSULTANT shall also similarly notify RCTC in regard to the possibility of any natural catastrophe and potential failure, of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable RCTC to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.
- 8.3 Intentionally Omitted
- 8.4 RCTC shall advise CONSULTANT of their responsibility and collect the amount due, including but not limited to, withholding of payments, if the recoverable cost will exceed the administrative cost involved or is otherwise in RCTC's best interest. RCTC shall include in the Contract Audit File a written statement of the reasons for the decision to recover or not recover the costs from CONSULTANT.
- 8.5 CONSULTANT shall document the results of the Work to the satisfaction of RCTC and if applicable, Federal Transit Administration (FTA). This may include preparation of progress and final reports, or similar evidence of attainment of RCTC's objectives.
- 8.6 Intentionally Omitted
- 8.7 If RCTC has notified CONSULTANT of use of FTA funds under this Contract, CONSULTANT shall produce documents which specify compliance with FTA and Buy America requirements.

ARTICLE 9. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Exhibit A, "Scope of Work". At a minimum, CONSULTANT shall submit monthly progress reports with their monthly invoices. The progress reports shall be sufficiently detailed for RCTC to determine if the CONSULTANT is performing to expectations or is on schedule to provide communication of interim findings, and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

ARTICLE 10. TECHNICAL DIRECTION

- 10.1 Performance of Work under this Contract shall be subject to the technical direction of RCTC's Project Manager. The term "Technical Direction" is defined to include, without limitation:
- 10.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Work.

- 10.1.2 Provision of written information to CONSULTANT, which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.
 - 10.1.3 Review and, where required by the Contract, approval of technical reports, specifications and technical information to be delivered by CONSULTANT to RCTC under the Contract.
 - 10.1.4 RCTC's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications as defined herein are limited to: substitutions of personnel identified in this Contract, including Key Personnel and subconsultants; modifications to hourly rates, classifications, and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All administrative modifications shall be documented in writing between the Parties.
- 10.2 Technical Direction must be within the Scope of Work under this Contract. RCTC's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
- 10.2.1 Increases or decreases the Scope of Work;
 - 10.2.2 Directs CONSULTANT to perform Work outside the original Scope of Work;
 - 10.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;
 - 10.2.4 In any manner causes an increase or decrease in the Contract price as identified in Article 3, herein, or the time required for Contract performance;
 - 10.2.5 Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;
 - 10.2.6 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or
 - 10.2.7 Approves any demand or claim for additional payment.
- 10.3 Failure of CONSULTANT and RCTC's Project Manager to agree that the Technical Direction is within the scope of the Contract, or failure to agree upon the Contract action to be taken, shall be subject to the provisions of the "DISPUTES" Article herein.
- 10.4 All Technical Direction shall be issued in writing by RCTC's Project Manager.
- 10.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by RCTC's Project Manager, in the manner prescribed by this Article and within its authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by RCTC's Project Manager falls within one of the categories defined in 10.2.1 through 10.2.7 above, CONSULTANT shall not proceed but shall notify RCTC in writing within five (5) working days after receipt of any such instruction or direction and shall request RCTC to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, RCTC shall:

10.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction either is or is not Technical Direction, as defined in 10.1 above, and within the Scope of Work.

10.5.2 Advise CONSULTANT within a reasonable time whether RCTC will or will not issue a written amendment.

ARTICLE 11. CHANGES

11.1 The Work shall be subject to changes by additions, deletions, or revisions made by RCTC. CONSULTANT will be advised of any such changes by written notification from RCTC describing the change. This notification will not be binding on RCTC until RCTC's Awarding Authority has approved any amendment to this Contract.

11.2 Promptly after such written notification of change is given to CONSULTANT by RCTC, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

ARTICLE 12. CONFLICT OF INTEREST

CONSULTANT agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of RCTC as to the Project. CONSULTANT further agrees that in the performance of this Contract no person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to RCTC, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT agrees that CONSULTANT's staff designated by RCTC's Executive Director as "Consultants" under the Political Reform Act shall timely file Statements of Economic Interest with the RCTC Clerk of the Board.

ARTICLE 13. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocating any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONSULTANT shall notify RCTC in writing and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rate) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of key personnel shall not be made without prior written consent of RCTC. CONSULTANT shall not substitute any key personnel without the prior written consent of RCTC. In the event that the Parties cannot agree as to the substitution of key personnel, RCTC may terminate the Contract. Key Personnel are:

Name	Job Classification/Function

ARTICLE 14. REPRESENTATIONS

All Work supplied by CONSULTANT under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that they are supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with RCTC that the same shall conform to professional principles and standards that are generally accepted in the profession in the State of California.

ARTICLE 15. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 15.1 If, as part of this Contract, CONSULTANT is required to produce materials, documents data, or information ("Products"), then CONSULTANT, if requested by RCTC, shall deliver to RCTC the original of all such Products, which shall become the sole property of RCTC.
- 15.2 All materials, documents, data or information obtained from RCTC's data files or any RCTC-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of RCTC. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of RCTC.
- 15.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties without prior written consent of RCTC, any information obtained by CONSULTANT from or through RCTC unless (a) the information was known to CONSULTANT prior to obtaining same from RCTC; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault of or an unauthorized disclosure by CONSULTANT or its employees, agents, or subconsultants; or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from RCTC and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall not be publicly disclosed until released in writing by RCTC, except to the extent such materials and information become subject to disclosure by RCTC under the California Public Records Act or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.
- 15.4 CONSULTANT shall not use RCTC's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of RCTC.
- 15.5 All press releases or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by RCTC unless otherwise agreed to in writing by the Parties.

ARTICLE 16. CONSTRUCTION CLAIMS

Intentionally Omitted

ARTICLE 17. TERMINATION

- 17.1 Termination for Convenience - RCTC's Executive Director shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending RCTC's instruction, and shall turn over such Work in accordance with RCTC's instructions.
- 17.1.1 CONSULTANT shall deliver to RCTC, all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by RCTC. Upon such delivery, CONSULTANT may then invoice RCTC for payment in accordance with the terms herein.
- 17.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from RCTC as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 17.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with RCTC's instructions plus the actual cost necessarily incurred in effecting the termination.
- 17.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, RCTC may, without prejudice to any other rights or remedies RCTC may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by RCTC, RCTC may take possession of the Products and finished Work by whatever method RCTC may deem expedient.
- 17.2.1 A waiver by RCTC of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.
- 17.2.2 CONSULTANT shall deliver to RCTC all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by RCTC within ten (10) working days of said notice.
- 17.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to RCTC, satisfactory in form and content to RCTC and verified by RCTC. In no event shall CONSULTANT be entitled to any payment for prospective profits on unperformed services or any damages because of such termination.

All subcontracts in excess of \$25,000 shall contain the above provisions of this Article.

ARTICLE 18. STOP WORK ORDER

Upon failure of CONSULTANT or its subconsultants to comply with any of the requirements of this Contract, RCTC shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with the Termination For Cause provisions of this Contract.

ARTICLE 19. CLAIMS

RCTC shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by RCTC in writing. RCTC shall not be liable to CONSULTANT for any claim asserted by CONSULTANT after final payment has been made under this Contract.

ARTICLE 20. INSURANCE

20.1 Prior to commencing the Work, subject to the provisions of Article 20.2 “General Provisions”, and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT’s and sub-consultant’s sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

20.1.2 Worker’s Compensation/Employer’s Liability. The policies must include the following:

- Coverage A. Statutory Benefits
- Coverage B. Employer’s Liability
- Bodily Injury by accident - \$1,000,000 per accident
- Bodily Injury by disease - \$1,000,000 policy limit/\$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers’ compensation laws in effect during performance of the Work by CONSULTANT or any subconsultant of any tier. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

20.1.3 Commercial General Liability. The policy must include the following:

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$7,000,000 each occurrence**. If the contract value is equal to or in excess of \$25,000,000, then the combined limit of liability shall be no less than **\$25,000,000 each occurrence**.

- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$2,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if RCTC's Procurement Manager determines it is in RCTC's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the CGL insurance coverage with limits not less than:

- Each occurrence limit: \$1,000,000
- General aggregate limit: \$2,000,000
- Personal injury and advertising limit \$1,000,000
- Products-completed operations aggregate limit \$2,000,000

All subconsultants' and sub-subconsultants' deductibles or self-insured retentions must be acceptable to RCTC's Procurement Manager.

20.1.4 Umbrella/Excess CGL. The policy must include the following:

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
 - The umbrella or excess policy shall follow form over the CONSULTANT's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
 - The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
 - The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
 - The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

20.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$5,000,000** each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
 - Combined Bodily Injury and Property Damage Liability insurance
The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to RCTC.

20.2 General Provisions

20.2.2 Qualifications of Insurance Carriers. All policies written by insurance carriers shall be authorized and admitted to do business in the state of California with a current A.M. Best rating of A-VIII or better. Professional Liability and Pollution Liability policies may be from non-admitted carriers provided they are authorized and licensed in the state of California and meet the current A.M. Best rating of A: VIII or better.

20.2.3 Additional Insurance Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name Riverside County Transportation Commission and its officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for RCTC to vicarious liability but shall allow coverage for RCTC to the full extent provided by the policy.

20.2.4 Proof of Coverage. Evidence of insurance in a form acceptable to RCTC's Procurement Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to RCTC's Procurement Manager prior to issuance of the NTP or prior to commencing any Work, as RCTC specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the RCTC Project Manager's name on the face of the certificate. If requested in writing by RCTC, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by RCTC.

20.2.5 Deductibles. Regardless of the allowance of exclusions or deductibles by RCTC, CONSULTANT shall be responsible for any deductible amount and shall warrant that the coverage provided to RCTC is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-consultants to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. All deductibles will be in amounts acceptable to RCTC's Procurement Manager. CONSULTANT will advise RCTC in writing as to the amounts of any deductible, or as to any increase in any insurance deductible under any insurance required above. There will be no deductibles in excess of \$250,000 per occurrence, loss or claim under the insurance. There shall be no self-insured retention. RCTC will have the right, but not the obligation, to pay any deductible due under any insurance policy. If RCTC pays any sums due under any insurance required above, RCTC may withhold said sums from any amounts due CONSULTANT. The policies shall not provide that any deductible, or other payment required under the policy can be paid only by the named insured, and not by an additional insured.

20.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant with the exception of Professional Liability and Worker's Compensation shall be endorsed, (with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

20.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of RCTC, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.

20.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide RCTC thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide RCTC ten (10) days prior written notice. In any event, CONSULTANT will provide RCTC with a copy of any notice of termination or notice of any other change to any insurance coverage required herein

which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to RCTC at mwallace@rctc.org to the attention of RCTC's Procurement Manager, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

20.2.8 Enforcement. RCTC may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, RCTC may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligations to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude RCTC from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

20.2.9 No Waiver. Failure of RCTC to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

20.2.10 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultants to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.

20.2.11 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, RCTC shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to RCTC.

20.2.12 Special Risks or Circumstances. RCTC reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 21. INDEMNITY

21.1 To the extent, but only to the extent, that CONSULTANT's Work falls within the scope of Civil Code Section 2782.8, the following indemnification is applicable:

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by RCTC) Riverside County Transportation Commission, and its officers, directors, members, employees, agents and volunteers (collectively the "Indemnitees") from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the design professional.

21.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by RCTC) and hold harmless the Indemnitees, from any and all claims, actions, losses, damages and/or liability ("Claims") arising out of or related to any act or omission of consultant or any of its officers, employees, agents, subconsultants or volunteers and for any costs or expenses incurred by RCTC on account of any such Claims except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONSULTANT's indemnification obligation applies to RCTC's "active" as well as "passive" negligence but does not apply to RCTC's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

ARTICLE 22. ERRORS AND OMISSIONS

CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. CONSULTANT shall be liable for RCTC's costs resulting from errors or deficiencies in Work furnished under this Contract, including but not limited to any fines, penalties and damages.

ARTICLE 23. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, reports, worksheets, and other data developed by CONSULTANT under this Contract shall become the sole property of RCTC when prepared, whether delivered to RCTC or not.

ARTICLE 24. SUBCONTRACTS

24.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in the CONSULTANT's proposal, without first notifying RCTC in writing of the intended subcontracting and obtaining RCTC's written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.

24.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by RCTC, CONSULTANT shall furnish RCTC a copy of the proposed subcontract for RCTC's approval of the terms and conditions thereof and shall not execute such subcontract until RCTC has approved such terms and conditions. RCTC's approval shall not be unreasonably withheld.

24.3 Approval by RCTC of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by RCTC. CONSULTANT shall have the sole responsibility for managing of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 25. INSPECTION OF OPERATIONS

RCTC its designees, representatives and agents shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by RCTC shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory Work or products.

ARTICLE 26. INDEPENDENT CONTRACTOR

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Work provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. RCTC shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Work or as to the manner, means and methods by which Work is performed. All personnel furnished by CONSULTANT under this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subconsultant(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of RCTC.

ARTICLE 27. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any Party's rights under the Contract, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

ARTICLE 28. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino County. Each Party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

ARTICLE 29. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT warrants that in the performance of this Contract, it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

ARTICLE 30. PRECEDENCE

- 30.1 The Contract consists of the Contract Articles, Exhibit A “Scope of Work,” and Exhibit B “Cost Proposal,” RCTC’s Request For Proposal, and CONSULTANT’s proposal, all of which are incorporated in this Contract by this reference.
- 30.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, RCTC’s Request For Proposal; and last, CONSULTANT’s Proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.
- 30.3 In the event of an express conflict between the documents listed in this Article, or between any other documents, which are a part of the Contract, CONSULTANT shall notify RCTC in writing within three (3) business days of its discovery of the conflict and shall comply with RCTC’s resolution of the conflict.

ARTICLE 31. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax or email when made not during regular business hours; or (c) the fourth business day following deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify RCTC of any contact information changes within ten (10) business days of the change.

To CONSULTANT	To RCTC
	4080 Lemon St., 3rd Floor
	Riverside, CA 92501
Attn:	Attn: Brian Cunanan
Email:	Email: bcunanan@rctc.org
Phone:	Phone: (951) 787-7141
2nd Contact:	Copy: Procurement
Email:	Email: jmendoza@rctc.org

ARTICLE 32. DISPUTES

- 32.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by RCTC’s Procurement Manager within thirty (30) calendar days after notice thereof in writing, which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal with RCTC’s Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute is appealable to a court of competent jurisdiction.

32.2 During resolution of the dispute, CONSULTANT shall proceed with performance of the Contract with due diligence.

ARTICLE 33. GRATUITIES

CONSULTANT, its employees, agents, or representatives shall not offer or give to any officer, official, agent or employee of RCTC any gift, entertainment, payment, loan, or other gratuity.

ARTICLE 34. REVIEW AND ACCEPTANCE

All Work performed by CONSULTANT shall be subject to periodic review and approval by RCTC at any and all places where such performance may be carried on. Failure of RCTC to make such review, or to discover defective work, shall not prejudice the rights of RCTC at the time of final acceptance. All Work performed by CONSULTANT shall be subject to periodic and final review and acceptance by RCTC upon completion of all Work.

ARTICLE 35. CONFIDENTIALITY

Any RCTC communications or materials to which CONSULTANT or its subconsultants or agents have access, or materials prepared by CONSULTANT under the terms of this Contract, shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by RCTC. Any communications with or work product of RCTC's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine, and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of RCTC.

ARTICLE 36. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by RCTC periodically throughout the Contract performance period, such as at the completion of certain milestones as identified in Exhibit A and/or at the completion of the Contract. A copy of the evaluation will be given to CONSULTANT for their information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONSULTANT if they submit a proposal on a future RFP issued by RCTC.

ARTICLE 37. SAFETY

CONSULTANT shall strictly comply with all OSHA regulations, local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under this Contract. CONSULTANT shall comply with safety instructions issued by RCTC and their representatives.

ARTICLE 38. DRUG FREE WORKPLACE

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq.

ARTICLE 39. ASSIGNMENT

CONSULTANT shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise, without first obtaining the written consent of RCTC. RCTC's exercise of consent shall

be within its sole discretion. Any purported assignment without RCTC's prior written consent shall be void and of no effect, and shall constitute a material breach of this Contract. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE 40. DEBARMENT AND SUSPENSION CERTIFICATION

40.1 This Contract is a covered transaction for purposes of 2 CFR Part 180, as supplemented by 2 CFR Part 1200. As such, CONSULTANT verifies that neither the CONSULTANT, its principals, as defined at 2 CFR 180.995, nor affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940 and 180.935. CONSULTANT is required to comply with 2 CFR 180, Subpart C, and must include the requirement to comply with the requirements of 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

40.2 By signing this Contract, CONSULTANT certifies as follows:

This certification is a material representation of fact relied upon by RCTC. If it is later determined that CONSULTANT knowingly rendered an erroneous certification, in addition to remedies available to RCTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. CONSULTANT agrees to comply with the requirements of 2 CFR 180, Subpart C, throughout the term of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 41. PREVAILING WAGE RATES

Intentionally Omitted

ARTICLE 42. CONTINGENT FEE

CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, RCTC has the right to terminate the Contract without liability, pay only for the value of the Work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 43. FORCE MAJEURE

CONSULTANT shall not be in default under this Contract in the event that the Work performed by CONSULTANT is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, or other catastrophic events which are beyond the reasonable control of CONSULTANT and which CONSULTANT could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of CONSULTANT to perform or failure of CONSULTANT to obtain either any necessary

permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONSULTANT.

ARTICLE 44. WARRANTY

CONSULTANT warrants that all Work performed shall be in accordance with the Contract, and all applicable professional standards. In the event of a breach of this provision, CONSULTANT shall take the necessary actions to correct the breach at CONSULTANT's sole expense. If CONSULTANT does not take the necessary action to correct the breach, RCTC, without waiving any other rights or remedies it may have, may take the necessary steps to correct the breach, and CONSULTANT shall promptly reimburse RCTC for all expenses and costs incurred.

ARTICLE 45. CIVIL RIGHTS

45.1 Nondiscrimination. During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONSULTANT agrees to comply with the provisions of Title VI of the Civil Rights Act, as amended, 42 U.S.C. sec. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. sec. 6102, section 202 of the Americans With Disabilities Act of 1990, 42 U.S.C. sec. 12132, and Federal transit law at 49 U.S.C. sec. 5332, and other applicable Federal, State and local laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. In addition, CONSULTANT agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

45.2 Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying Contract.

45.2.1 Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. sec. 2000e et seq., and Federal transit laws at 49 U.S.C. sec. 5332, CONSULTANT 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 Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaking in the course of the Project. CONSULTANT 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, CONSULTANT agrees to comply with any implementing requirement FTA may issue.

45.2.2 Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. sec. 623 and Federal transit law at 49 U.S.C. sec. 5332,

CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

- 45.2.3 Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C, sec. 12112, CONSULTANT agrees that it will comply with the requirement 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, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

45.3 CONSULTANT shall include the requirements of this Article in each of its subcontracts.

ARTICLE 46. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period due to CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE 47. CONFLICT OF INTEREST

- 47.1 CONSULTANT shall disclose any financial, business, or other relationship with RCTC that may have an impact upon the outcome of this Contract. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract.
- 47.2 CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Contract.
- 47.3 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE 48. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this Contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid, to any RCTC employee. For breach or violation of this warranty, RCTC shall have the right in its discretion: to terminate the contract without liability; to pay only for the value of the Work actually performed; or to deduct from the Contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE 49. PROHIBITION OF EXPENDING RCTC, STATE OR FEDERAL FUNDS FOR LOBBYING

- 49.1 CONSULTANT certifies, to the best of his or her knowledge and belief, that:
- 49.1.1 No state, federal or local agency appropriated funds have been paid, or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to

influence an officer or employee of an agency, Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, or loan, or cooperative agreement.

- 49.1.2 If any funds other than federal appropriated funds have been paid, or will be paid to any person for making lobbying contacts to, influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 49.2 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. sec. 1352. 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.
- 49.3 CONSULTANT shall require that the language of this Article be included in all lower-tier subcontracts exceeding \$100,000, and that all such subconsultants shall certify and disclose accordingly.

ARTICLE 50. INCORPORATION OF FTA TERMS

All contractual provisions required by Department of Transportation (DOT) as set forth in Federal Transit Administration (FTA) Circular 4220.1F, as amended, whether or not expressly set forth in this Contract, are hereby incorporated by reference into this Contract. 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. CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any RCTC requests which would cause the designated recipient, subrecipient or RCTC to be in violation of the FTA terms and conditions. If RCTC determines that a Contract amendment expressly setting forth FTA-required terms is convenient or necessary for RCTC's receipt or use of FTA funding for this Contract or the Project, CONSULTANT agrees to promptly execute such an amendment to this Contract. CONSULTANT's failure to execute such amendment within ten business days after RCTC provides CONSULTANT with such amendment shall be a material breach of this Contract.

ARTICLE 51. FEDERAL CHANGES

CONSULTANT shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between direct recipient or subrecipient and FTA, as they may be amended or promulgated from time to time during the term of this Contract. CONSULTANT's failure to comply shall constitute a material breach of this contract.

ARTICLE 52. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

RCTC and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to RCTC, CONSULTANT, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from the underlying Contract. CONSULTANT agrees to include these requirements in all of its subcontracts.

ARTICLE 53. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

53.1 CONSULTANT 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. Accordingly, by signing this Contract CONSULTANT 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 Agreement or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, CONSULTANT 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 penalties of the Program Fraud Civil Remedies Act of 1986 on CONSULTANT to the extent the Federal Government deems appropriate.

53.2 CONSULTANT 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 this Contract connected with a project that is financed in whole or part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307 *et seq.*, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5323(1) (1) *et seq.* on CONSULTANT, to the extent the Federal Government deems appropriate.

53.3 CONSULTANT shall include the requirements of this Article in all of its subcontracts.

ARTICLE 54. RECYCLED PRODUCTS

CONSULTANT shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. sec. 6962), including but not limited to U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR part 247, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. CONSULTANT agrees to include this requirement in all of its subcontracts.

ARTICLE 55. ENERGY CONSERVATION REQUIREMENTS

CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

ARTICLE 56. CLEAN AIR

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*, and the Federal Water Pollution Control

Act, 33 U.S.C. 1251-1387, as amended. CONSULTANT shall report each violation to RCTC, who will in turn report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts which exceed \$100,000.

ARTICLE 57. CLEAN WATER REQUIREMENTS

CONSULTANT shall 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.* CONSULTANT shall report each violation to RCTC and understands and agrees that RCTC will, in turn, report each violation as required to assure notification to FTA and appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts which exceed \$100,000.

ARTICLE 58. FLY AMERICA REQUIREMENTS

CONSULTANT 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 the 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. CONSULTANT shall 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 shall, in any event, provide a certificate of compliance with the Fly America requirements. CONSULTANT agrees to include the requirements of this Article in all subcontracts that may involve international air transportation.

ARTICLE 59. SEISMIC SAFETY REQUIREMENTS

CONSULTANT 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 Seismic Safety Regulations, 49 CFR Part 41, and will certify to compliance to the extent required by the regulation. CONSULTANT also agrees to ensure that all work performed under this Contract, including work performed by a subconsultant, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

ARTICLE 60. DISADVANTAGED BUSINESS ENTERPRISE

RCTC, as the recipient of federal funds, is required to comply with its race-neutral Disadvantaged Business Enterprise (DBE) program to the maximum extent feasible in all phases of its procurement practices. The CONSULTANT must certify that it has complied with the requirements of 49 CFR Part 26.

The CONSULTANT agrees to ensure that DBEs as defined in 49 CFR Part 26 have the opportunity to participate in the performance of Subcontracts financed in whole or in part with Federal funds provided under the Contract. In this regard, the CONSULTANT shall take all reasonable steps in accordance with 49 CFR Part 26 so that DBEs have the opportunity to compete for and perform the Work. The CONSULTANT shall not discriminate on the basis of race, color, religion, sex, age or national origin, in the award and performance of DOT-assisted contracts.

The CONSULTANT shall supply sufficient information in its payment applications and supporting documentation to enable RCTC and the FTA to assess whether CONSULTANT is complying with its DBE goals. The CONSULTANT shall comply with its FTA approved or non-disapproved DBE goal program.

ARTICLE 61. ENTIRE DOCUMENT

- 61.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- 61.2 No agent, official, employee or representative of RCTC has any authority to bind RCTC to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 61.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

ARTICLE 61. CONTRACT

CONSULTANT and RCTC hereby agree that this Contract constitutes the entire agreement which is made and concluded in duplicate between the two Parties. Each Party for and in consideration of the payments to be made, conditions mentioned, and work to be performed, agrees to diligently perform in accordance with the terms and conditions of this Contract as evidenced by the signatures below.

ARTICLE 62. EFFECTIVE DATE

The date that this Contract is executed by RCTC shall be the Effective Date of the Contract.

-----*SIGNATURES ARE ON THE FOLLOWING PAGE*-----

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year written below.

CONSULTANT

RCTC

By: _____
Name
Title

By: _____
Anne Mayer
Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Best Best & Krieger, Counsel to
Riverside County Transportation
Commission

Date: _____

EXHIBIT “A”

“SCOPE OF WORK” – ADDED TO FINAL CONTRACT

EXHIBIT “B”

APPROVED COST PROPOSAL” – ADDED TO FINAL CONTRACT

**CERTIFICATE OF COMPLIANCE WITH
INSURANCE REQUIREMENTS**

(FORM MUST BE COMPLETED IN ITS ENTIRETY AND BE INCLUDED WITH PROPOSAL)

INSURANCE REQUIREMENTS: (check appropriate boxes below)

- ☐ Contractor/Consultant has provided a copy of the insurance requirements contained in the San Bernardino County Transportation Authority (SBCTA) Contract to their agent or broker to confirm the ability to meet requirements.

AND

- ☐ Contractor/Consultant certifies that the company or individual is fully prepared to secure the necessary insurance coverage and limits as detailed in the SBCTA Contract and comply with all insurance requirements.

OR

- ☐ Consultant has identified areas of conflict with the insurance requirements and has provided a list of concerns in its response to the RFP and has referenced each section and page number identified in the SBCTA Contract.

Company Information:

Company/Individuals Name

Address

City

State

Zip Code

Principal Name

Title

Principal Signature

Date

Phone

Email Address

Broker Information:

Broker Name

Address

City

State

Zip Code

Phone Number

Email Address

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
DISCLOSURE OF CAMPAIGN CONTRIBUTIONS TO BOARD OF DIRECTORS**

Government Code Section 84308, 2 California Code of Regulations 18438.1, et seq.

No Member of the Board of Directors or alternates of the San Bernardino County Transportation Authority shall receive or solicit a campaign contribution of more than \$250 from Bidder or Bidder's agent during the time of: 1) Bid solicitation; 2) Consideration of Bids received; and 3) Awarding of a contract or execution of a purchase and sale agreement based on a Bid (collectively referred to as the "Proceeding"), and for 3 months following the conclusion of the Proceeding. This prohibition does not apply to the awarding of contracts that are competitively bid. In addition, Directors and alternates cannot participate in any such matters if they have received more than \$250 in campaign contributions within the last year from anyone financially interested in the Proceeding, such as Bidder and/or Bidder's agent.

Pursuant to these requirements, Bidder shall disclose any campaign contribution in an amount of more than \$250 made by Bidder, and/or Bidder's agent, to any Director within 12 months from the date of these Bid Documents/Request for Proposals (as applicable). For the purpose of this disclosure obligation, contributions made by Bidder within the preceding 12 months shall be aggregated with those made by Bidder's agent within the preceding 12 months or the period of the agency relationship between the Bidder and Bidder's agent, whichever is shorter. In addition, Bidder and/or Bidder's agent shall not make a contribution of more than \$250 to a Director or alternate during the Proceeding and for 3 months following the conclusion of the Proceeding.

The disclosure by Bidder, as set forth, herein, shall be incorporated into the written record of the Proceeding and shall be made available to the public for inspection and copying.

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any SBCTA Director or alternate in the 12 months preceding the date of issuance of this Request for Bids/Requests for Proposals?

_____ YES _____ NO

Board Member Name: _____ Date: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any Board member or alternate?

_____ YES _____ NO

Board Member Name: _____ Date: _____

Answering yes to either of the two questions above does not preclude SBCTA from awarding a bid to your firm. It does, however, preclude the identified Board member or alternate from participating in the Bid/contract award process for this Bid/contract.

A current list of the Board of Directors and alternates of the San Bernardino County Transportation Authority is attached as Attachment A.

(CONTINUED)

BIDDER INFORMATION:

Company Name

Address

City

State

Zip Code

Bidder Name

Title

Bidder Signature

Date

Phone

Email Address

SBCTA BOARD OF DIRECTORS AND ALTERNATES

Agency	Board Representative	Alternate
City of Adelanto	Gabriel Reyes	Stevevonna Evans
City of Barstow	Julie McIntyre	Carmen Hernandez
City of Big Bear Lake	Bill Jahn	Rick Herrick
City of Chino	Eunice Ulloa	Tom Haughey
City of Chino Hills	Ray Marquez	Cynthia Moran
City of Colton	Frank Navarro	Ernie Cisneros
City of Fontana	Acquanetta Warren	John Roberts
City of Grand Terrace	Darcy McNaboe	Sylvia Robles
City of Hesperia	Rebekah Swanson	Cameron Gregg
City of Highland	Larry McCallon	Penny Lilburn
City of Loma Linda	Rhodes “Dusty” Rigsby	Bhavin Jindal
City of Montclair	John Dutrey	Tenice Johnson
City of Needles	Edward Paget	Jeff Williams
City of Ontario	Alan Wapner	Debra Dorst-Porada
City of Rancho Cucamonga	L. Dennis Michael	Lynne Kennedy
City of Redlands	Toni Momberger	Denise Davis
City of Rialto	Deborah Robertson	Andy Carrizales
City of San Bernardino	John Valdivia	Henry Nickel
City of Twentynine Palms	Joel Klink	Dan Mintz
City of Upland	Debbie Stone	Bill Velto
City of Victorville	James Cox	Debra Jones
City of Yucaipa	David Avila	Bobby Duncan
County of San Bernardino 1 st District	Robert Lovingood	N/A
County of San Bernardino 2 nd District	Janice Rutherford	N/A
County of San Bernardino 3 rd District	Dawn Rowe	N/A
County of San Bernardino 4 th District	Curt Hagman	N/A
County of San Bernardino 5 th District	Josie Gonzales	N/A
Town of Apple Valley	Art Bishop	Larry Cusack
Town of Yucca Valley	Rick Denison	Merl Abel

ATTACHMENT “D”
RFP FORMS

NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

I, _____ (Firm Name) as the proposer certifies, by signing and submitting this proposal, to the best of my knowledge and belief, that:

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

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 Section 1352, Title 31, U.S. Code. 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 prospective participant also agrees by submitting its proposal that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Executed this _____ day of _____, 2020

By: _____
Signature of Proposer's authorized official

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action in item 1. If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. RFP-DE-90-001.
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First name and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal official(s). Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form print his/her name title and telephone number.

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

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material changes For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) SF - LLL - A if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other specify: _____	
12. Forum of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify nature: _____ value: _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s) or Member(s) contracted for Payment indicated in Item, 11: <div style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A if necessary)</div>		
16. Information requested through this form is authorized by Code 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.	Signature: _____ Print name: _____ Title: _____ Telephone No: _____ Date: _____	

DISCLOSURE OF LOBBYING ACTIVITIES(Continuation Sheet)

Reporting Entity: _____

Page _____ of _____

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION TITLE 2 CODE OF FEDERAL REGULATIONS PART 180

Each proposer shall complete the “Certification of Debarment, Suspension and other Responsibility Matters” included in this RFP for itself and its principals, and submit the certification with its proposal. Failure to submit the certification may result in the rejection of the proposal.

If a proposer plans to use subconsultants on this project, the proposer shall have all subconsultants with contracts in excess of \$25,000 complete the certification entitled “Certification Regarding Debarment For Lower Tier Covered Transactions” and submit that certification within ten (10) working days after Notice of Intent To Award.

By signing and submitting a proposal, the prospective primary participant is providing the certification set out below. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the SBCTA’s determination whether to enter into this transaction. However, **failure of the Proposer to furnish a certification or an explanation shall disqualify such person from participation in this transaction.**

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant 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 the rules implementing Executive Order 12549. You may contact SBCTA for assistance in obtaining a copy of those regulations.

The prospective primary participant 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 2 CFR parts 180 and 1200 or 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into

this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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 proposed for debarment under 2 CFR part 180, subpart H or 48 CFR part 9, subpart 9.4, 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 List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

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 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 2 CFR part 180, subpart H or 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION – LOWER TIER COVERED TRANSACTIONS

Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more -2 CFR 180.220(b) and 2 CFR 1200.220).

By signing and submitting this proposal, the prospective lower tier (subconsultant) is providing the 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 prospective lower tier participant shall provide immediate written notice to SBCTA if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal or bid," 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. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting a 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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. 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 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 these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, 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.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

The _____
Firm Name/Principal

Certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local), with commission of any of the offenses enumerated in paragraph 2 herein; and
4. Have not within a three-year period preceding this proposal had one or more public transaction (federal, state or local) terminated for cause or default.

If unable to certify to any of these statements in this certification, the primary participant (proposer) shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____
Firm Name/Principal

Certifies or affirms the truthfulness and accuracy of the content of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq., are applicable.

Signature and Title of Authorized Official: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION –
LOWER TIER COVERED TRANSACTIONS**

The _____
Firm Name/Principal

Certifies by submission of this proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

If unable to certify to any of the statements in this certification, such participant(s) shall attach an explanation to this Proposal.

THE LOWER TIER PARTICIPANT	
	Firm Name/Principal

Certifies or affirms the truthfulness and accuracy of the content of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq. are applicable.

Signature and Title of Authorized Official: _____

**INSTRUCTIONS- EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS
(DBE AND NON-DBE) PART I AND PART II)**

ALL PROPOSERS:

The U.S. Department of Transportation (DOT) requires SBCTA to maintain a "Bidders List" containing information about all firms (DBE and non-DBE) that bid, proposal or quote on SBCTA's DOT-assisted contracts, in accordance with 49 CFR Part 26.11, for use in SBCTA's overall annual DBE goal-setting process. Therefore, the Proposer shall provide the requested information for every firm who submitted a quote, bid, or proposal, including the primary Proposer whether successful or unsuccessful in their attempt to obtain a contract:

- a. Firm name;
- b. Firm address;
- c. Phone number
- d. A description of the work that each DBE will perform;
- e. Range of annual gross receipts for the last year;

PART I - Identifies all subcontractors (DBE and Non-DBE) that provided a quote, bid, or proposal.

PART II - Identifies all subcontractors (DBE and Non-DBE) that provided a quote, bid, or proposal but were not selected to participate as a subcontractor on the project.

It is the Proposer's responsibility to verify that the DBE(s) are certified with the CUCP.

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)**PART I**

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
Address		<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million		If YES list DBE #:
City State ZIP	Fax	<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million		If YES list DBE #:
City State ZIP		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million		If YES list DBE #:
City State ZIP		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million		If YES list DBE #:
City State ZIP		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million		If YES list DBE #:
City State ZIP		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)

**ATTACHMENT D
REFERENCE FORM**

<ON COMPANY LETTERHEAD>

REFERENCE FORM
(Sample Cover Letter)

Date:

Name of Reference and Title
Address, City, State, Zip Code
Telephone No., Email Address

SUBJECT: Request for Proposal RFP<Number>

Dear _____,

San Bernardino County Transportation Authority (SBCTA) has released Request for Proposals (RFP) XX-100XXXX for <RFP Title> to perform (Project Title).

Our firm is currently responding to the RFP and SBCTA has requested that Proposers provide references from customers and clients who have received similar work or services from me or our firm.

Your firm has been identified as a reference and you are respectfully requested to complete and sign the attached questionnaire and submit it to SBCTA directly at procurement@gosbcta.com. Please note, SBCTA will not accept or give consideration to questionnaires submitted by proposers.

The questionnaire is due **no later than**(due date); however, if you can possibly submit the questionnaire sooner, it would be greatly appreciated.

The information sought by the questionnaire is very important and helpful in assisting our firm with SBCTA's selection process. We sincerely appreciate your cooperation in this matter.

Sincerely,

Reference Name
Title



**RFP 20-1002393
CONSULTANT REFERENCE CHECK**

PROPOSING FIRM NAME _____

TO BE COMPLETED BY REFERENCED FIRM:

Project Owner/Agency Name				
Address				
City	State		Zip Code	
Contact Name			Contact Title	
Phone			Email Address	
What role did the firm/key person serve on the project?				
What services did the firm/key person provide for the project?				
Ratings:	3 - Excellent	2 - Good	1 - Satisfactory	0 - Poor

(N/A IF NOT APPLICABLE - PROVIDE AN EXPLANATION IN THE COMMENTS SECTION)

Question	Rating Definition		Rating
1. How do you rate the firm's/key personnel's overall performance and technical competence in providing similar work? If the rating is Poor, please provide an explanation:	Excellent (3)	Took initiative, consistently demonstrated knowledge of the management consulting services on the "Project", consistently anticipated and solved issues.	
	Good (2)	Demonstrated knowledge of Project, solved unexpected issues promptly, few mistakes.	
	Satisfactory (1)	Demonstrated knowledge of the Project, occasional unanticipated issues arose, some mistakes.	
	Poor (0)	Knowledge of the Project was lacking, issues remained unresolved, frequent mistakes.	
2. What was the quality of the advice provided by the firm/key person? If the rating is Poor, please provide an explanation:	Excellent(3)	Consistently provided thorough and practical advice, anticipated issues we did not point out.	
	Good (2)	Rarely had to redirect the firm/key person and advice provided was valuable and responsive.	
	Satisfactory (1)	Usually provided helpful information and advice.	
	Poor (0)	Repeatedly had to be redirected and prompted to provide an adequate response.	

Question	Rating Definition		Rating
<p>3. How was the firm's/key person's independence projected and communicated with the Agency?</p> <p>If the rating is Poor, please provide an explanation:</p>	Excellent (3)	Discussed methodology/proposed changes of Agency and provided adequate research results to support their position and stood firm on their decision. Always answered/returned calls and correspondence or provided updates promptly.	
	Good (2)	Discussed methodology/proposed changes of Agency and provided adequate research results to support their position, but did not always stand firm on their decision. Answered/returned calls and correspondence or provided updates promptly and most of the time.	
	Satisfactory (1)	Discussed methodology/proposed changes of Agency, but did not provide adequate research results to support their position and did not always stand firm on their decision. Answered/returned calls and correspondence or provided updates, but not always promptly.	
	Poor (0)	Discussed methodology/proposed changes of Agency but did not research or provide support even if they did not agree with changes/methodology; did not stand firm on their decision/frequently sided with Agency. Did not answer/return calls or correspondence or provide updates.	
<p>4. How do you rate the firm's/individual's knowledge with proposed work?</p> <p>If the rating is Poor, please provide an explanation:</p>	Excellent (3)	Exceeded most expectations (knowledge of project requirements always apparent.).	
	Good (2)	Exceeded some expectations (knowledge of project requirements frequently apparent.).	
	Satisfactory (1)	Met expectations (knowledge of project requirement at times, but further research required).	
	Poor (0)	Failed to meet expectations (knowledge of project requirements lacking).	
<p>5. How do you rate the firm's/key person's experience?</p> <p>If the rating is Poor, please provide an explanation:</p>	Excellent (3)	Exceeded most expectations (always negotiated, resolved and processed change orders in a timely manner).	
	Good (2)	Exceeded some expectations (always negotiated, resolved and processed change orders and most of the time).	
	Satisfactory (1)	Met expectations (negotiated, resolved and processed change orders, but not always promptly).	
	Poor (0)	Failed to meet expectations (negotiated, resolved and processed change orders, but	

Question	Rating Definition		Rating
		consistently late).	
Question	Rating Definition		Rating
6. Were the required Services completed on time and to your satisfaction? If the rating is Poor, please provide an explanation:	Excellent (3)	Always on time or ahead of schedule.	
	Good (2)	On time.	
	Satisfactory (1)	Occasionally late.	
	Poor (0)	Consistently late.	
7. Did the firm/key person's stay within budget? If the rating is Poor, please provide an explanation:	Excellent (3)	Always within budget.	
	Good (2)	Most often within budget.	
	Satisfactory (1)	Somewhat within budget.	
	Poor (0)	Consistently over budget.	
8. How do you rate the firm's/ key person's task management and scheduling abilities? If the rating is Poor, please provide an explanation:	Excellent (3)	Exceeded most expectations.	
	Good (2)	Exceeded some expectations.	
	Satisfactory (1)	Met expectations.	
	Poor (0)	Failed to meet expectations.	

Additional Comments (Use additional sheets as necessary):

Print Contact Name

Title

Contact Signature

Date

Please Submit to:
San Bernardino County Transportation Authority
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Phone: (909) 884-8276 - Email: procurement@gosbcta.com