



**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
REQUEST FOR PROPOSALS (RFP) 23-1003018**

FOR

**ON-CALL BENCH FOR PLANNING/SAN BERNARDINO COUNCIL OF GOVERNMENTS
(SBCOG) AND REGIONAL EARLY ACTION PLANNING (REAP) 2.0**

KEY RFP DATES

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|-------------------------------------|--|
| RFP Issue Date: | November 1, 2023 |
| Pre-Proposal Conference: | Thursday, November 9, 2023 at 3:00 p.m. |
| Question Submittal Deadline: | Monday, November 13, 2023 at 4:00 p.m. |
| Proposal Due Date: | Wednesday, November 22, 2023 at 2:00 p.m. |
| Interview Date: | Tuesday, December 12, 2023 |
| Contract Award: | February 2024 |
| Notice To Proceed: | February 2024 |

***ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE**



November 2, 2023

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS (RFP) 23-1003018,
“ON-CALL BENCH FOR PLANNING/SAN BERNARDINO COUNCIL OF
ASSOCIATED GOVERNMENTS (SBCOG) AND REGIONAL EARLY ACTION
PLANNING (REAP) 2.0”, (hereinafter referred to as “Project”)**

The San Bernardino County Transportation Authority (“SBCTA”) invites proposals from qualified firms to provide the services identified in this RFP.

Firms intending to submit proposals should note the “Key RFP Dates” on the cover of this RFP. It is our intention, subject to approval by SBCTA’s Awarding Authority, to have the selected firm under contract by **February 2024**. 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, the firm’s understanding of the needs and requirements of the Project, cost and price, and overall value to SBCTA 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 website. 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 **2:00 p.m., Wednesday, November 22, 2023**.

A virtual Pre-Proposal Conference is scheduled for **3:00p.m. on Thursday, November 9, 2023** via Microsoft Teams. Attendance at this Pre-Proposal Conference is encouraged but not mandatory. However, all proposers will be held accountable for any addenda issued related to information and instructions given at the Pre-Proposal Conference. Proposers that attend are asked to submit their information using this link within 24 hours of the meeting: <https://sanbag-lfweb.sanbag.ca.gov/Forms/Signin>.

Microsoft Teams meeting

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All questions and/or requests for clarification regarding this RFP must be put in writing and submitted electronically via Planet Bids no later than **Monday, November 13, 2023**.

Questions received after the date and time specified may or may not be responded to, at the sole discretion of SBCTA. SBCTA's responses to the questions received by the date and time identified herein 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".

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

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.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

REQUEST FOR PROPOSALS 23-1003018

FOR

**“ON-CALL BENCH FOR PLANNING/SAN BERNARDINO ASSOCIATED GOVERNMENTS
(SBCOG) AND REGIONAL EARLY ACTION PLANNING (REAP) 2.0”**

I. PROPOSAL INSTRUCTIONS

A. INTRODUCTION

The San Bernardino County Transportation Authority (“SBCTA”) is soliciting proposals from qualified firms (“firms” or “proposers”) to assist SBCTA with an on-call Bench for Planning/San Bernardino Associated Governments (“San Bernardino Council of Governments” or “SBCOG”) and Regional Early Action Planning (“REAP”) 2.0 (“Project”). Proposers are advised that they may propose on one or more of the ten (10) “Programs” provided in the Scope of Work.

B. CONTACT INFORMATION

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

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

Proposers are cautioned not to discuss this RFP with any official, Board Member or employee of SBCTA, 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 for assistance in preparing a response to the RFP. Violation of this prohibition may result in disqualification of the proposer.

C. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference is scheduled for **3:00p.m. on Thursday, November 9, 2023**, via Microsoft Teams. Attendance at this Pre-Proposal Conference is encouraged but not

mandatory. However, all proposers will be held accountable for any addenda issued related to information and instructions given at the Pre-Proposal Conference. Proposers that attend are asked to submit their information using this link within 24 hours of the meeting: <https://sanbag-lfweb.sanbag.ca.gov/Forms/Signin>.

Microsoft Teams meeting

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D. WRITTEN QUESTIONS/CLARIFICATIONS

All questions and/or requests for clarification regarding this RFP must be put in writing and submitted electronically via Planet Bids no later than **4:00p.m. on Monday, November 13, 2023**. Questions received after the date and time specified may or may not be responded to, at the sole discretion of SBCTA. SBCTA's responses to the questions received by the date and time identified herein 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 website. 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 any addenda in their proposal.

F. CONTRACT TYPE

A Time and Materials contract will be used for the Project. Any work provided by the selected firm 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), the Price Proposal for Time and Materials (Attachment B) and the contract (Attachment C), 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 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 website or provided in the Pre-Proposal Conference as set forth above.

H. INSURANCE REQUIREMENTS (See Insurance Requirements in Sample Contract)

Proposer shall review the insurance language and insurance limits in the sample contract. Proposer shall be fully prepared to secure the necessary insurance coverage and limits as detailed in the Contract and comply with all insurance requirements or the Proposer must identify areas of conflict with the insurance requirements and provide a list of concerns in its response to the RFP as exceptions. Furthermore, submitting the "Certificate of Compliance with Insurance Requirements" form as part of the proposal certifies the Proposer's understanding and compliance of the insurance requirements, without exceptions.

I. CONFLICT OF INTEREST

Any person or firm that has assisted SBCTA 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 received assistance from any such person or entity, or who will use the services of such person or entity in performing the Work, will be disqualified. A firm who 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.

J. PRE-CONTRACTUAL EXPENSES

SBCTA shall not be liable for any pre-contractual expenses incurred by the firm in preparation or submission 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.

K. IRAN CONTRACTING ACT OF 2010

All proposers shall submit written certification, in accordance with Public Contract Code Section 2204(a), 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 on a contract for a period of three (3) years in accordance with Public Contract Code Section 2205.

L. PREVAILING WAGES

INTENTIONALLY OMITTED.

M. MATERIALS FURNISHED BY SBCTA

All software, data, reports, surveys, drawings, and other documents furnished to the consultant by SBCTA 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. All such materials shall be returned to SBCTA upon completion of Work, termination of the contract, or other such time as SBCTA may determine.

N. DISADVANTAGED BUSINESS OPPORTUNITIES

Though no DBE goal is set for this Project, SBCTA encourages participation from small and Disadvantaged Business Enterprise (DBE). Firms interested in the DBE program may contact Shaneka Morris, Procurement Manager, at (909) 884-8276.

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 **2:00 p.m., Wednesday, November 22, 2023**. 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 PlanetBids 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 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 70 page cap (8 1/2" x 11"), in no less than 11-point font. Charts and schedules may be included in 11" x 17" (counted as 1 page) format. **Proposers are advised that there is a page limit per "program" of the Scope of Work– each "program" related content must not exceed five (5) pages in the proposal.** 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 |
| Resumes |

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 reserves 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 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 shall remain valid for 120 days from the date of submission.
- A list of all prime contracts (if any) awarded to the proposer by SBCTA 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. If proposer has never been terminated, state that the proposer has never been terminated.

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 cities

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, limited liability company, 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 similar nature 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.
- 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.

- 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.
- 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 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.
- 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 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 will they 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 form, which are included in this RFP, with their proposal:

- Form 12-B, "Bidders List of Subcontractors".
- Certificate of Compliance with Insurance Requirements
- Disclosure of Campaign Contributions to Board of Directors
- Consultant Questionnaire
- Iran Contracting Act of 2010 Certification Form

5. Price Proposal –

Proposers shall complete the pricing documents in this RFP, identified as Attachment B, and submit with their proposal.

6. References –

Proposing firm and the Project Manager shall each have a total of 3 completed Reference Forms (See Attachment E) submitted directly from current or past clients. It is the responsibility of the Proposer to ensure timely return of any/all Reference Forms to jherrera@gosbcta.com in accordance with the proposal due date and time established within this solicitation. Reference Forms will only be accepted if received directly from the client; forms received directly from the Proposer will NOT be evaluated. Reference Forms must include the name, title, address, telephone number, and e-mail address of the person(s) at the client organization who is most knowledgeable about the work performed.

7. Scope of Work and / or Contract Exceptions

SBCTA does not anticipate making substantive changes to its form contract. Proposers are asked to include in their proposals a written discussion of any and all proposed exceptions to or deviations from SBCTA's Scope of Work or form of contract presented herein as Attachment C. Proposers will be deemed to have accepted any and all terms and conditions not objected to or identified for any exception or deviation in the proposal and no further negotiations of any such term or condition will occur. SBCTA will not negotiate exceptions or deviations not presented in the proposal and may reject any exceptions or deviations that affect terms or conditions that SBCTA considers non-negotiable.

8. 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.

9. Confidential Documents

Proposers are advised that any and all documents related to this procurement will be made available to the public on SBCTA's website upon the conclusion of this procurement. Any sensitive, confidential, or financial statements should be submitted as a separate document, under separate cover, and marked as "Confidential." Proposers are advised that marking information "Confidential" does not guarantee it will be exempt from disclosure under the California Public Records Act.

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 re-issue) 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 Manager at the address identified herein.

IV. SELECTION CRITERIA AND WEIGHTS

The primary objective of SBCTA is to select a qualified firm to perform the Scope of Work for SBCTA at a fair and reasonable cost. 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 and capabilities, and overall best value to perform the required Work identified in the Scope of Work.
- D. Upon review of the proposals, a shortlist of firms within the competitive range will be invited to an interview tentatively scheduled for **Tuesday, December 12, 2023** at SBCTA's office located at 1170 W. 3rd Street, San Bernardino, CA 92410. The contract will be awarded to the firm who offers the overall best value, best conforming to the RFP, which is, in the opinion of SBCTA, most advantageous to SBCTA, and with whom a successful negotiation and agreement on cost and price can be concluded. The determination of the competitive range is at the sole discretion of SBCTA's Evaluation Committee.
- E. SBCTA reserves the right to reject any and all proposals and to negotiate with any responsible, responsive firm. SBCTA is under no obligation to award a contract for the Scope of 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 ("Awarding Authority") the firm that offers the best overall value to SBCTA. SBCTA may or may not engage in negotiations with firms who submit proposals; therefore, the firm's proposal should contain the most favorable terms and conditions including pricing, since the selection and award may be made without any discussion with any firm.
- 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, to deliver quality products and services, and to deliver projects within budget and on schedule; and experience working with public agencies identified in this RFP. - **30 points.**

- **Proposed Staffing and Project Organization:** Technical expertise and professional competence in areas directly related to the work identified in the RFP; level of experience, 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 to key personnel. - **30 points.**
- **Work Plan:** Depth of understanding of SBCTA’s needs and requirements, 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 and procedural innovations identified in the proposal - **30 points.**
- **Price:** Reasonableness of fee proposed. The price proposal follows prescribed format; includes breakdown of labor and expenses; is competitive with the marketplace of the same or similar services; and the proposed level of effort is consistent with the Scope of Work. - **10 points.**

G. SBCTA 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, 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 interviews is 100 points. Upon completion of the interview, the Evaluation Committee shall compile their interview scores. The interview will be weighted **40%** and the technical proposal will be weighted **60%**.

V. NEGOTIATIONS AND AWARD

The contract, Scope of Work and price may be negotiated with the selected consultant. However, SBCTA may elect to not negotiate with any of the firms, and/or not award the contract. Therefore, it is imperative that each firm submit their best price as part of their proposal.

Firms are advised that any recommendation for contract award is not binding on SBCTA until SBCTA’s 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 was not selected to receive further consideration in the RFP process; the firm was selected for the interview process; and after the RFP Evaluation Committee’s recommendation to award has been determined. Firms who were not awarded the contract may obtain a debriefing by contacting

SBCTA's Procurement Analyst at jherrera@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”

ATTACHMENT A

SCOPE OF WORK

A COST PROPOSAL SHALL BE SUBMITTED PER EACH “PROGRAM” FIRMS ARE INTERESTED IN PROPOSING FOR.

The **San Bernardino County Transportation Authority (SBCTA)** is the countywide transportation planning agency in San Bernardino County. San Bernardino Associated Governments, a joint powers authority, operates as the **San Bernardino Council of Governments (SBCOG)**. SBCTA/SBCOG serves over 2.1 million residents of San Bernardino County; SBCTA/SBCOG has as its membership the County of San Bernardino and all cities/towns within the county: Adelanto, Apple Valley, Barstow, Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Hesperia, Highland, Loma Linda, Montclair, Needles, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twentynine Palms, Upland, Victorville, Yucaipa, and Yucca Valley. (25 Jurisdictions total)

The Planning Department at SBCTA/SBCOG is involved in various programs that carry out the continuing responsibilities of SBCTA and SBCOG to prepare key planning documents that provide the framework for transportation and sustainability program delivery. Examples include the Countywide Transportation Plan, Measure I Strategic Plan, Long Range Multimodal Transportation Plan, Corridor-level and subarea-level plans, and other modal plans. (e.g., the Active Transportation Plan) These are developed through collaborative activities within and outside SBCTA/SBCOG involving comprehensive planning at the regional and county levels, compiling and maintaining planning and monitoring data, supporting ongoing congestion management, travel demand modeling, growth analysis, focused transportation study efforts, sustainability and energy programs, developing housing strategies, and managing grant applications.

The goal of the department is to: Improve mobility, safety, equity, and environmental quality by developing and coordinating plans to support SBCTA and SBCOG programs, as well as updates and amendments to the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) with the Southern California Association of Governments (SCAG), and mobile source components of air quality plans to meet State and Federal requirements.

The department also develops and coordinates countywide input on updates, revisions, refinement, policies, and other issues associated with regional plans for congested corridors, freight, passenger rail and transit, active transportation, air quality, housing, equity, Greenhouse Gas (GHG) and Vehicle Miles Travelled (VMT) Reduction, climate adaptation and resiliency strategies, and preparation of sub regional travel demand forecasts. In addition, SBCTA/SBCOG reviews and provides comments on State-level plans and programs.

For further details on some of the sustainability-related efforts of the SBCTA Planning Department, refer to the attached SBCTA and SBCOG Sustainability Initiatives Fact Sheet or see the Regional and Subregional Planning section at the following link to SBCTA’s current and past budget documents: <https://www.gosbcta.com/financial/>

As the Planning Department carries out its work plans and programs, the department sometimes requires transportation, land use, sustainability, outreach, and environmental planning support. Specific tasks that consultants may be required to perform are described below. This list is not intended to be inclusive, but represents the list of potential work items for which services may be requested from various consultants. Further details are provided below.

Description of Consultant Expertise and Hourly Rates on Program Categories

For purposes of submittal on this procurement, SBCTA requests that information be provided based on the firm's expertise with various tasks listed below and that consultant staff hourly rates be provided. Since the list of tasks in each program is, in many instances, conceptual, SBCTA is not requesting scopes of work be submitted for each task, but rather, a description of how the firm is equipped to provide support for specific tasks under each program. This will be evaluated based on both the firm's experience and personnel. **The consultant is not required to address every program task listed below but only to respond to the relevant program tasks in which the consultant has expertise. Although not prohibited, the opportunity for partnering with other firms through a sub-agreement will be more relevant during the Contract Task Order (CTO) process, where the selected firms will be competing on an actual funded project under each of the categories.** These descriptions are for work that SBCTA/SBCOG anticipates consultants could be asked to provide for the duration of the contract. It is important to note that these tasks are not actual proposed projects.

1) Active Transportation Program

- Assist SBCTA staff with the management of the State's Active Transportation Program (ATP)
 - Attend and comment on guidelines development workshops and updates representing SBCTA/SBCOG
 - Follow SCAG's determination of the regional MPO share of the ATP funding
 - Manage SBCTA-awarded projects under the ATP (Planning, Infrastructure, and Non-Infrastructure Projects), SCAG grants, or Caltrans grants
 - Manage project invoicing and schedule for SBCTA ATP Projects
 - Assist with technical elements of the ATP grant applications
- Assist SBCTA staff with management of the Transportation Development Act (TDA) Article 3 Program (SBCTA-managed active transportation grant funding)
- Analyze future active transportation funding opportunities for SBCTA and the member jurisdictions
- Support GIS staff with the development and management of the SBCTA Active Transportation web portal - Assist with dynamic data story 'Active San Bernardino Data'
- Assist with improving the process of outreach and engagement (CBOs, Jurisdictions, and other agencies)
- Support Implementation of San Bernardino County Active Transportation Plan (SBCATP, formerly known as Non-Motorized Transportation Plan (NMTP))
- Provide technical/engineering support to SBCTA staff and the member jurisdictions, including data collection and analysis of existing data (could involve bike/pedestrian volume data collection)
- Implementation of Countywide Comprehensive Sidewalk Inventory Project for better pedestrian planning and implementation
- Redlands Passenger Rail Project (RPRP) Accessibility (first mile/last mile plan)
- Implementation of SBCTA/SBCOG feasibility and prioritization study of existing proposed active transportation (AT) projects throughout San Bernardino County

- Assist with project design and environmental permitting
- Assist with cost estimate updates
- Assist with outreach
- Assist with the grant application
- Safe Routes to School Program Implementation and other Non-Infrastructure (NI) ATP projects
 - Assist/review with data collection (evaluation), enforcement, education, and encouragement efforts
 - Assist SBCTA staff with future funding search efforts/submit award applications on the program
 - Assist SBCTA staff with managing the Countywide SRTS programs
- Capital Improvement Plan (CIP) List / SBCTA Infrastructure Project Active Transportation Consistency Review

Note: The consultant may be asked to attend outside meetings representing SBCTA and, at times, may be asked to provide input and draft comments reflecting the positions of the agency. Most of the requested assistance would be related to project management of grant-funded projects, which includes invoicing, producing progress reports, providing input on draft plans, and assisting with data analysis. If SBCTA is successful in securing future funding for active transportation infrastructure, the consultants could be asked to manage the project from the pre-construction phase to the management of the construction phase for the less complex projects in coordination with local jurisdictions. Project management could also include the environmental phase of the project but will not include design, right-of-way acquisition, or the actual construction of the project.

2) Transportation Modeling

- San Bernardino Transportation Analysis Model (SBTAM)
 - Provide forecasts requested by local jurisdictions or other consultants preparing traffic studies and Environmental Impact Reports (EIRs)
 - Provide socio-economic data to support travel demand forecasts
 - General SBTAM Support
 - Troubleshooting modeling errors
 - SBTAM enhancements via new scripts/interfaces
 - Modeling analysis support
 - Troubleshoot updated SBTAM Model
 - SBTAM Transit Calibration Refinement
 - Staff training and assistance
 - Troubleshoot updated SBTAM Truck Model
 - SBTAM Model runs on various project/development scenarios
 - Incorporation of new SBTAM Plus project updates
 - Analysis and incorporation of Big Data and other Location-Based Services (LBS) data
 - Technical assistance related to incorporation of future Artificial Intelligence (AI) in transportation modelling

3) Transportation Planning

- Countywide Long Range Transportation Plan (LRTP)
 - Assist SBCTA staff with the compilation of the documents
 - Assist SBCTA with coordination and outreach
 - Provide technical support to SBCTA staff
- Implementation of Action Plans and other Implementation Plans like the Customer Focused,

Technology-Enabled Multi-Modalism Action Plan (see link at: <http://www.gosbcta.com/plans-projects/plans-rideshare-transit.html>)

- Assist with the implementation of the action items in the plan
- Assist SBCTA staff (mobility managers) with stakeholder coordination (Metrolink, San Bernardino County Transit Providers, and various SBCTA departments)
- Provide technical assistance on various transit related projects and activities
- Assist with implementation of transportation demand management strategies associated various transportation modes
- Assist with first/last mile strategy implementation related to transit/micro transit
- Assist with navigating through various new transit related technologies
- SBCTA Safe Routes to School Program support (Provide technical support on all 6 E's of the SRTS Program (Engineering, Evaluation, Education, Encouragement, Enforcement, and Equity) on an as-needed basis)
- Draft/Process/Execute any necessary MOUs, contracts, or agreements with any outside entities through the SBCTA Board, Committee, and/or Executive Director approval as directed by the project manager
- Assist with project management of various programs at SBCTA/SBCOG.
- Assist with project control elements of various SBCTA/SBCOG programs
- Assist with contract/procurement process involved with SBCTA/SBCOG programs
- Assist with project reporting requirements with SBCTA/SBCOG programs
- Assist with administrative work related to SBCTA/SBCOG involved programs
- Assist with SBCTA/SBCOG contracting and agreement process
- Provide project staff support for various SBCTA managed grant programs
- Transportation Development Act (TDA) Article program management
 - Assist SBCTA staff with call-for-projects process
 - Assist SBCTA staff with managing program invoicing and tracking
 - Assist SBCTA staff with communication and outreach to member agencies
- Monitor, attend, and participate in meetings with partner entities as necessary (e.g. Community Vital Signs (CVS), Countywide Vision Element Groups, SCAG workshops and meetings, other COG meetings, etc...)
- Provide technical assistance support to jurisdictions on an as needed basis
- Provide grant management and grant writing support to SBCTA/SBCOG staff and the member jurisdictions on an as needed basis
- Assist SBCTA/SBCOG staff in planning and executing SBCTA/SBCOG led events, meetings, and workshops (on an as needed basis) – (E.g. Workshop on ATPs, Workshop on community meetings related to SRTS projects, extra outreach meetings needed for other post grant funded programs, and other SBCTA community engagement efforts)
- Provide technical assistance on Value Capture (VC) and/or other Transportation Financing Tool Assessments (technical support for transportation infrastructure value capture assessment projects (Enhanced Infrastructure Financing Districts (EIFDs), Special Financing Districts (SFDs), Community Facilities Districts (CFDs) and others)
- Assist SBCTA/SBCOG staff in monitoring of various VC projects around the State and the region
- Provide technical support related to SBCTA/SBCOG GIS in developing and maintaining GIS project database and portal (Storymaps, Open Data Portal, Dashboard etc.)
 - Countywide Sidewalk Inventory Project Implementation

- Countywide Long Range Transportation Plan (LRMTP) document review and implementation
 - SBCTA Equity Framework Study/SB 1000 Toolkit implementation and technical assistance
 - Project level SB 743 VMT analysis and calculations
 - Local Hazard Mitigation Plans (LHMP) technical assistance
 - Other SBCTA generated plans and studies
 - Assist SBCTA staff with managing of the ongoing implementation of SB 743 related VMT reduction programs
 - Provide ongoing technical (including modeling) support to SBCTA staff and to member jurisdictions in the County
 - Track VMT implementation at a jurisdictional level in the County, including OD assessment for goods movement
 - Provide technical assistance with TIA guidelines/CMP monitoring
 - Attend meetings and assist with presentations on SB 743
 - Provide technical analysis on estimated travel patterns in San Bernardino County at a jurisdictional level (OD assessment)
 - Conduct and provide traffic counts when necessary for SBCTA planning and infrastructure projects
 - Provide technical assistance on VMT mitigation assessment for transportation projects around the County
 - Assist with the implementation of SBCTA VMT Mitigation Bank (scopes outside of REAP 2.0 funding program)
 - Monitor the development of VMT mitigation measures at the State and regional level (additionality, legal concepts, telework program)
 - Continue to update the technical VMT mitigation analysis included in the SBCTA mitigation study (cost-effectiveness and modeling)
 - Provide technical assistance in setting up of the mitigation bank (crediting programs, app development, validation process, baseline establishment, lifecycle concept, trip verification)
 - Assist in defining appropriate strategies to collect traffic count data. The purpose of data collection is to demonstrate pre-construction conditions and construction conditions on various projects.
 - Aggregate count data for archival purposes
 - Reconfigure and recalibrate count units as necessary during the data collection period as construction stages change, which may shift lanes to ensure appropriate lane reads by count units
 - Obtain necessary encroachment permits from Caltrans necessary to collect counts along the I-15 corridor
- 4) Sustainability Planning
- Countywide Habitat Conservation/Preservation Planning
 - Support SBCTA staff and consultants in implementation of the Regional Conservation Investment Strategy (RCIS)
 - Manage project invoicing and troubleshoot contract-related issues
 - Assist with potential future mitigation credit agreement process
 - Provide technical support on habitat mitigation strategies on various SBCTA/SBCOG projects (e.g. Advanced mitigation strategies, conservation planning process, acquisition of mitigation lands, project level environmental analysis, habitat mapping)

- Provide technical support on CEQA habitat mitigation requirements on various SBCTA/SBCOG projects (e.g. processing Incidental Take Permits (ITP), negotiations on conservation requirements, and obtaining other permits)
 - Monitor, attend, and participate in meetings with partner entities as necessary
 - Transit Oriented Development (TOD) and Transportation Corridor Plans
 - Support SBCTA staff in implementing TOD/Corridor projects, especially in the areas of nexus between land use and transportation planning.
 - Support SBCTA staff and member jurisdictions with coordination efforts related to the TOD/Corridor Plans, especially with state, regional, and county agencies and transit operators
 - Monitor policy and program updates and guidelines from the state agencies and SCAG and provide comments that could potentially be submitted to the relevant agencies
 - Assist SBCTA staff with the development and implementation of the RTP/SCS
 - Provide technical and staff support for the SBCTA Freeway Service Patrol (FSP) Program
 - Assist SBCTA/SBCOG staff in monitoring and identifying a new agency wide sustainability strategies/programs
 - Assist SBCTA/SBCOG staff with development of sustainability fact sheets for various programs at SBCTA/SBCOG (possibly some marketing materials)
 - Work with Planning and Public Information staff to maintain sustainability program information on SBCTA/SBCOG website
 - Assist with administrative work related to SBCTA/SBCOG involved sustainability programs
 - Assist SBCTA staff with the implementation of Countywide Vision Wellness Element initiatives related to built-environment, as highlighted in the Community Transformation Plan <http://communityvitalsigns.org/>
 - Provide technical assistance to member jurisdictions that are developing a healthy communities element containing policies and programs to improve community health
 - Maintain database associated with Health Equity, SB 1000 Toolkit, and UCR Equity Study
- 5) Climate Change and Adaptation Planning
- Countywide Greenhouse Gas (GHG) Reduction Plan Update
 - Support SBCTA staff and consultants in implementing the updated plan through the new EPA Climate Pollution Reduction Grant (CPRG)
 - Manage project invoicing and troubleshoot contract related issues
 - Support with CEQA-related issues on the countywide GHG reduction projects and programs
 - Sub-Regional Climate Adaptation Plan (with WRCOG)
 - Support SBCTA staff and consultants in managing the updated plan
 - Support SBCTA staff with coordination efforts related to the regional Climate Collaborative
 - Assist SBCTA/SBCOG with organizing and implementing outreach meetings outside of the grant SOW. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA/SBCOG project manager) <https://wrcog.us/285/Resilient-IE>
 - Assist in reviewing draft documents from consultants working on the Resilient IE related projects, including materials produced by Inland Southern California Climate Collaborative (ISC3) <https://isclimatecollaborative.org/>
 - Assist with the implementation of strategies based on recommendations developed by the regional plan, including actions in ISC3

- Provide technical assistance and research assistance in project development related to resiliency and climate adaptation planning. This could include: infrastructure planning, hazard mitigation planning, evacuation route planning, impact studies, and climate resiliency on biological resources.
 - Assist with administrative work related to SBCTA/SBCOG involved climate change and adaptation planning programs
 - Provide technical support with energy resilience planning and evacuation route planning associated with climate change impacts
 - Develop project list for future grant application associated with Federal and State funding on climate adaptation
 - Work with member jurisdictions on project concept development
 - Work with community or community based organizations to conduct outreach and provide input associated with project development
 - If necessary, work with member jurisdictions and SBCTA/SBCOG staff to develop infrastructure projects to be shovel ready for funding (possibly through environmental permitting and project design support)
- 6) General SBCTA/SBCOG Staff Support
- Assist SBCTA/SBCOG staff with the management of various projects not included in any of the other sections. (e.g. SBCTA/SBCOG Equity Policy Development, Outdoor Equity Program, and Geospatial Analysis and Support)
 - Create a Policy Framework for including Equity in policies and processes for SBCTA/SBCOG. The framework will include a flowchart / “interview” process for consideration at the start of projects, common remedies to identified gaps, and a clear statement of Equity goals and desired outcomes.
 - Organizing and/or attending meetings on behalf of SBCTA/SBCOG.
 - Provide technical training on various topics on COG and Planning.
 - Assist SBCTA staff with workshops, training, conferences, presentations, and other event planning.
 - Provide technical GIS support including migration and configuration of SQL server reporting services (mapping/dashboard/analytics/SBTAM and GIS integration)
 - Assist with Grant Writing – SBCTA prepares some grant applications in-house and also has a contract with a grant writing firm. Thus, this task will only involve giving technical input to the grant writing consultant when needed. Examples may be benefit-cost analysis and analytical data supporting the application.
 - Grant Project ideas and suggestions – Although SBCTA tracks various federal/state/regional grants, the consultant will be expected to provide grant application suggestions and ideas.
 - Assist SBCOG Staff with the management of projects approved in the Council of Governments Work Plan.
 - Complete cost/benefit analysis for implementation of policies, and plans.
 - Engage stakeholders and local agencies.
 - Create policy and administrative toolkits.
 - Assist with workforce development programs and initiatives, working with jurisdictions, chambers of commerce, small businesses and others
 - Conduct community outreach and engagement for various projects and initiatives throughout the County, establish relationships with outside stakeholders and organizations. Create a communication structure for future collaboration
 - Support the creation of small business programs and initiatives through SBCOG, incorporating equitable business practices, procurement, and others. Conduct research

through surveys, focus groups, workshops, and other events to learn more about how small businesses conduct business and to build relationship within the business community

7) Grant Writing/Management Services:

- Seek grant funding for specific projects or programs as requested by SBCTA/SBCOG.
- Assist SBCTA/SBCOG staff in the preparation of grant applications and submit grant applications on behalf of the SBCTA/SBCOG. SBCTA/SBCOG may request the consultant to track progress of submitted grant applications and request support from legislators and agencies in an effort to secure funding.
- Develop timelines and checklists for identified grants to ensure timely grant completion and submission.
- Compose grant proposals, including budget, concept plans, and other necessary items for grant submittals. Assist SBCTA/SBCOG staff in ensuring compliance with all applicable grant rules and regulations. In instances where grant elements are too technical, SBCTA/SBCOG staff will allow the grant writer to add technical assistance from a sub-consultant.
- In the event that a grant application is prepared, submitted, and funded, the consultant may be required to implement and/or provide grant administration assistance for specific projects or programs. Grant administration assistance may include the implementation of a program, preparation of required reports, cash draw-down requests, progress reports, and clearing special conditions as identified by the funding agency. This also includes conducting workshops SBCTA/SBCOG and its member agencies on topics related to grant funding opportunities and successful grant writing.
- Deliverables will be determined on a case-by-case basis depending on the services requested by SBCTA/SBCOG.
- Inform SBCTA/SBCOG staff of any grant opportunities that are appropriate for SBCTA/SBCOG projects, programs, or services. This will include State, Federal, local and any other opportunities for funding from other non-profits/foundations.
- May be asked to submit awards applications and write other proposals as asked by SBCTA/SBCOG staff.

8) Housing/General Plan/Local Planning Support

- Work with member agencies to establish a SBCTA/SBCOG work plan based on recent OPR guidelines and other legislative mandates (e.g., SB 743, SB 1000, AB 2140, etc.)
- Work with member agencies to assist in housing-related programs and policies that are associated with land use planning (scope of work that are outside of the Regional Early Action Planning (REAP) 2.0 Grant Program)
- Assist SBCTA/SBCOG staff in monitoring and identifying new agency-wide housing strategies/programs, including the establishment of the regional housing trust in the County
- Provide logistics support for SBCTA/SBCOG housing programs
- Provide housing program related support services assisting SBCTA/SBCOG member jurisdictions through the various RHNA processes and then their Housing Elements process through the California Department of Housing and Community Development's (HCD) review process.
- Monitor, attend, and participate in meetings with partner entities as necessary
- Monitor housing related legislation in California and provide presentations on important legislation.
- Assist with administrative work related to SBCTA/SBCOG involved housing programs
- Assist with the implementation of housing-supportive infrastructure programs, which could include broadband, water, sewer, utilities, transportation, and various new technologies (Smart City/County concept)
- Assist SBCTA/SBCOG staff with organizing and implementing outreach meetings. (e.g.

stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA project manager)

9) Project Management and Controls

- Provide project management to Planning and COG projects
- Complete reporting and invoicing requirements for grants received and projects
- Work with SBCTA's Finance Department to ensure all financial and reporting requirements are met
- Work with SBCTA staff to ensure projects progress; provide updates to SBCTA/SBCOG staff as necessary
- Track project progress in an organized manner and ensure work is being completed according to project timelines, scopes of work, and budget

10) Regional Early Action Planning (REAP) 2.0 Programs:

The REAP 2.0 program is a flexible program that seeks to accelerate progress towards state housing goals and climate commitments through a strengthened partnership between the state, its regions, and local entities. REAP 2.0 seeks to accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals.

The program was established as part of the 2021 California Comeback Plan under AB 140 and builds on the success of REAP 2019, but expands the program focus by integrating housing and climate goals, and allowing for broader planning and implementation investments, including infrastructure investments that support infill development that facilitates housing supply, choice, and affordability.

SBCTA/SBCOG is partnering with SCAG through various REAP 2.0 programs listed below in order to accelerate housing project implementation in ways that lead to transformative policy outcomes and accelerate the implementation of regional and local plans that achieve the state priority planning goals.

The REAP 2.0 Program Objectives are as follows:

Accelerate infill development that facilitates housing supply, choice, and affordability;
Affirmatively Further Fair Housing (AFFH); and
Reduce Vehicle Miles Traveled (VMT).

For SBCTA/SBCOG, implementation of the REAP 2.0 Program could potentially revolve around five distinct program areas with multiple projects under each programmatic category. Some programs have received funding, and some have not received funding yet, and the program evaluation is still in process with SCAG. It is also important to note that some of the SBCTA/SBCOG projects have been placed under the contingency project list. Both SCAG and SBCTA/SBCOG are actively pursuing additional funds to supplement the current funding level to fund projects in the contingency list. Once these contingency projects receive funding, it is likely that the on-call consultants selected through this RFP process will be utilized to implement the projects.

REAP 2.0 Program Categories:

- County Transportation Commission Partnership Program (CTCPP)
- Subregional Partnership Program (SRP)
- NOFA – Funding for Lasting Affordability
- Housing Infill on Public and Private Lands (HIPP) Program
- Regional Utilities Supporting Housing (RUSH) Program

- Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP-CEEEJ)
- A. County Transportation Commission Partnership Program (CTCPP) (Partially Funded)
- a. Jurisdiction Multi-Modal Complete Streets Pre-Construction and Construction Activities (Funding is only available for the pre-construction phase and construction phases have been placed under the contingency list):
 - i. City of Fontana Sierra Avenue Complete Streets
 1. Pre-construction activities for five (5) new traffic signals and one (1) traffic signal modification, plus pavement rehabilitation, curb ramps, signing, and striping to reduce lanes and redirect traffic to other streets.
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Two sets of design plans are requested: Phase I (interim condition) would reduce the number of travel lanes on Sierra Avenue from two lanes in each direction to one lane in each direction, convert Wheeler Avenue to a one-way northbound street, and convert Nuevo Avenue to a one-way southbound street. Also, Phase I includes the installation and modification of traffic signals at six (6) intersections within the core area to provide a smooth flow of one-way traffic in order to reduce travel time, stops, and delay.
 5. Phase II (the ultimate condition) would close Sierra Avenue between Arrow Boulevard and Orange Way to vehicular traffic and continue to divert traffic to parallel streets. The project includes extensive complete street elements along Sierra Avenue, Nuevo Avenue, Wheeler Avenue, Arrow Boulevard and Orange Way.
 6. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
 - ii. City of Ontario Vista Verde II Affordable Housing Development
 1. Pre-construction activities for improved sidewalks and bicycle lanes along Holt Boulevard and other frontage roads on and off the project site
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
 5. Connection of utilities
 - iii. City of Rancho Cucamonga Haven Avenue and Foothill Boulevard Complete Streets
 1. Pre-construction activities to repurpose rights-of-way to include extensive complete street elements consisting of improved pedestrian sidewalks, improved bicycle facilities, improved transit stops, and (ultimately) a dedicated transit lane on Foothill Boulevard
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
 5. Funding availability will determine various phases of the project, however project will begin with PA&ED phase associated with Haven Avenue.
 - iv. City of Twentynine Palms Affordable Housing and Pedestrian Improvements

1. Pre-construction and construction of transportation activities to connect between nearby transit, public amenities, and planned affordable housing development.
 2. Development of Plans, Specifications and Estimates (PS&E) Phase – Possible redesign to accommodate more multimodal components
 3. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- v. City of Upland Active Transportation Improvements Around Magnolia and Euclid Affordable Housing Project
1. Pre-construction activities to improve multimodal infrastructure near the Upland Metrolink Station to enhance pedestrian access to the station and to improve pedestrian and bicycle infrastructure around two proposed affordable housing developments. (Stowell Street, Euclid Avenue, Second Avenue, A Street and others)
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- vi. City of Rialto Metrolink Station Area Visioning and Development
1. Pre-construction activities for active transportation improvements and redesigning of the downtown area near the Metrolink Station and the Civic Center
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- b. SBCTA VMT Mitigation Bank Proposal

The establishment of a VMT mitigation program is a high priority for many California jurisdictions searching for effective mitigation approaches as lead agencies and as project applicants work through the initial years of the transition to a VMT impact metric. In July 2020, the SBCTA Board of Directors authorized staff *“to develop options for establishing a mitigation crediting system that would allow for quantification of the trip-reduction and greenhouse gas (GHG) reduction benefits of telework and other transportation demand management (TDM) options and the voluntary application of those credits to facilitate environmental mitigation of projects in San Bernardino County....”*

To get the program started, the VMT Bank will incentivize individuals to earn VMT reduction credits by reducing their commute travel (against a baseline auto-based commute) by working or home, or “teleworking.” But the plan is to design the overall program more holistically from the beginning and to incrementally add a broader set of transit/TDM options for reducing VMT, to include taking transit, vanpooling, ridesharing, commuting via bike and walk, etc. In a nutshell, the VMT reduction credits would be deposited into each commuter’s VMT “bank account.” Projects needing VMT mitigation (transportation or land use projects) would then purchase credits through protocols established by the bank and be able to use those credits as mitigation, provided the lead agency agrees.

The mitigation bank is beginning with VMT reduction via telework because incentivizing telework was compared with other VMT mitigation strategies and shown to be the most cost-effective option available. Using an app on a smart phone, participants will establish a “VMT baseline” and generate credits whenever they choose to telework or commute via transit, rideshare, etc. The VMT reduction credit, which can be verified through location-based information on the app, will then be converted monetarily by the bank to the

individual's account once the credits are sold to development or for transportation projects that need to reduce VMT impacts under CEQA. To "jump-start" the bank prior to credits being sold, funding from other sources will be used to incentivize participants. Following this start-up period, and when credits can be sold, the bank is anticipated to be self-funding based on project mitigation for VMT. In addition to providing incentive funding for the participants, money deposited into the bank from purchased credits could be applied to individual, local, regional, or state VMT reduction programs or projects, such as housing-specific projects included in a regional housing trust program.

The VMT bank will be available to people who live and/or work in San Bernardino County. The IE Commuter Program would continue to operate and be available to employers and residents of San Bernardino and Riverside Counties. Participants who enroll in the VMT Bank program would participate in documenting their travel through a mobile phone app and would receive a cash incentive only if their VMT is reduced. The Bank would in turn sell VMT credits based on the amount of accumulated VMT reduced by participants. It is expected that the mitigation cost to reduce VMT and the incentive for participants would change over time.

It is intended that SBCTA would act as the administrator of the program, with eligible participants for VMT reduction being those who either reside within or are employed within San Bernardino County. Entities eligible for buying credits would be lead agencies responsible for transportation projects (including SBCTA and local San Bernardino County governments) and sponsors of land development projects. Entities within San Bernardino County would be given priority in being able to purchase credits. However, if the market for purchasing credits within the county was not adequate to foster the sale of credits adequate to cover the cost of VMT reduction incentive payments and Bank operation, the sale of credits could be opened up to entities outside San Bernardino County.

SBCTA is seeking a management, software, and finance team to provide "turn-key" services to establish and operate the Bank. Some of the funding available to establish the bank is available only through December 31, 2025. At a minimum, the Bank must be fully established and operational prior to that date, so that a pilot period can occur immediately after the REAP funding deadline with as many participants as possible. A goal would be to recruit at least 2000 participants within 6 month and have several "hypothetical" sales of credits within a year.

- i. Develop an Administrative Plan that Address the Following:
 1. Program Visions and Goals – Policy Implications
 2. Program Structure within SBCTA Organization (Relations to the Departments and Programs: e.g. IE Commuter Program)
 3. Establishment of the Mitigation Bank Process and Authority
 4. Program Cost Estimates and Fee Structure
 - a. Administrative Fees (Staffing Needs)
 - b. Supply: Cost of Purchasing VMT (Individual Participants)
 - c. Demand: Cost of Selling VMT (Transportation and Land Use Projects Needing Mitigation)
 5. Program Schedule/Milestones
 6. Marketing Strategies/Materials
 7. Legal Memo/FAQs
 8. Contracting and Procurement
 9. MOUs and Funding Agreements
 10. Program Evaluation
 11. User Agreements and Guides
 12. Financial Structure
 13. Policy Determination on Proceeds
 14. Verification Procedure

- ii. Develop Design Concept and Functionality for the VMT Reduction Quantification and Data Management System
 - 1. VMT Bank Program Management Interface – App Development
 - a. Accurate Accounting of Telework
 - b. Calculation of VMT
 - c. Inclusion of Financial Transaction
 - d. User-friendly functionality
 - 2. Quantification and Record-keeping Subsystem
 - a. Manual verification management
 - b. Reporting and data dashboard/summary displays
 - 3. Commuter Interface
 - a. Management of VMT reduced or generated
 - b. Optional ability (preference options)
 - 4. Financial System Interface – Key component of the app
- iii. Develop Software Specifications (Android and Apple Users)
- iv. Implement and Test Software Systems Identified in the Specification Task
- v. Beta-Test the VMT Mitigation Bank Systems with a Limited Number of Hand Picked Volunteers
- vi. Develop a Marketing Plan for Introducing the VMT Mitigation Bank and App to the Public
- vii. “Go Live” with the System
- viii. Reporting and Interaction with SBCTA and the System Evaluator
 - 1. Additional VMT Reducing Transportation Mode Inclusion

B. Subregional Partnership Program

- a. Activity/Project 1: Accelerating Housing Element Implementation.
 - i. Staff augmentation program under REAP 1.0 was extremely successful because the technical assistance provided to the local jurisdictions was directly addressing the needs of the local jurisdictions that were struggling to meet the HCD requirements for the development of the housing elements.
 - ii. Similarly, under this activity, SBCOG consultants will provide contract planning services to local jurisdictions. These contract planning staff may augment local staffing needs for Cycle 6 Housing Element (HE) implementation.
 - 1. Assistance may include, but not limited to: assisting jurisdiction’s rezoning efforts, amending zoning ordinances, Analyzing environmental/CEQA issues, writing staff reports and technical memo, obtaining prohousing designation, and implementing policies associated with Accessory Dwelling Units (ADUs)
- b. Activity/Project 2: A Region of Housing Experts - Webinars and Trainings. SBCOG’s consultants will create and conduct webinars and technical trainings available to each of the 25 jurisdictions to facilitate and accelerate affordable housing projects.
 - i. Hold a workshop for all jurisdictions to identify the greatest housing element implementation needs. Then, conduct two-to-three subregional meetings with jurisdictions to further refine the needs and inform the work performed in other tasks (permitting and reporting support, ADU assistance, Housing Element implementation, anti-displacement study, etc.).
 - ii. Plan and develop technical trainings for local jurisdiction staff on topics related to housing development (legislation, objective design standards, rezoning, CEQA streamlining, prohousing policies, finance mechanisms, etc.).
 - iii. These workshops and outreach are necessary because every jurisdiction in the County has a different schedule related to the certification and implementation of the

Housing Elements. Currently, there are 13 out of 25 jurisdictions in the County with a certified Housing Element.

- c. Activity/Project 3: Best Practices – Templates and Toolkits. SBCOG’s consultant will provide templates and toolkits to its 25 jurisdictions for housing program implementation. Resources developed through the templates and toolkits will support local staff by providing necessary research, resources, and information to best collaborate with stakeholders and inform decision-makers in a manner that will influence local change to facilitate and implement informed planning efforts.
 - i. Develop templates that can be used by member agencies to implement housing elements. Materials may include by-right zoning checklist, design best practices, draft local ordinances, draft presentations for CC or PC, CEQA streamlining tools, staff report templates, public outreach resources, AFFH implementation materials, missing middle housing resources, inclusionary zoning best practices, fact sheets on new housing legislation.
 - ii. Develop toolkits that can be used by member agencies (e.g., Anti-Displacement Toolkit, Legislative Toolkit, Objective Design Standards for ADUs, multi-family and mixed-use, etc.). Envision a comprehensive website with slide decks and fact sheets to help jurisdictions implement requirements, etc. The final toolkit could include: 1) measuring and tracking displacement risk; 2) multilingual communication materials that elevate discourse around displacement; 3) resources to empower residents; 4) guidance to property owners and localities on relevant legislation and regulations; 5) draft model ordinances (e.g., rights of first refusal, protections from condo conversions, just cause eviction, etc.); and 6) resources to assist both localities and community members in the preservation of housing.
- d. Activity/Project 4: Empowering our Communities - AFFH Engagement Programs SBCOG’s consultant will aid the 25 member jurisdictions in implementing fair housing programs with support to include outreach and engagement to all community segments, gathering information and feedback related to fair housing, and providing resources to empower residents and increase discourse around fair housing.
 - i. Review all 25 Housing Element AFFH programs for outreach commitments and provide outreach and engagement support. The main goal of the program is to reduce duplicative outreach efforts and streamline the process for all of the member jurisdictions.
 - ii. Create AFFH Engagement Programs. (e.g., expand and use the SB 1000 toolkit). www.sb1000toolkit.com

C. NOFA – Funding for Lasting Affordability – Establishment of San Bernardino County Regional Housing Trust (SBRHT)

- a. The San Bernardino Council of Governments (SBCOG) requested funding to establish and administer the San Bernardino Regional Housing Trust (Housing Trust). The Trust will be structured as a JPA made up of participating members with a non-profit component. The new JPA may be structured as an agency under SBCOG or as a separate JPA entity with an MOU with the SBCOG. Major deliverables include 1) the establishment of the Housing Trust (Bylaws, Administrative Plan, Program Priorities, Budget, Jurisdiction Membership); 2) Gap Financing Program (how/when the funds or program will be established); and 3) Acceleration of one or more affordable housing projects managed under the Regional Housing Trust as a Gap Financing Program pilot case.
- b. When funds become available, SBCOG staff will be soliciting proposals from qualified on-call consultants to help establish the housing trust and implement programs approved by the new JPA Board.

- c. Consultant will coordinate activities, develop draft resolutions, draft JPA agreement, make city council presentations, and agreement between SBCOG and the Housing Trust through the development of an administrative plan
 - d. The administrative plan should include:
 - i. Purpose and Structure
 - ii. Member Jurisdiction Resolutions
 - iii. Establishment of Pipeline Projects with Prioritization
 - iv. Establishment of the Trust Programs
 - v. Administrative Duties and Responsibilities with MOU between SBCOG and the Trust
 - vi. Board of Directors with Membership Structure and Bylaws
 - vii. Budget/Funding/Membership Fees
 - viii. Staffing Needs Analysis
 - ix. Annual Reporting Procedures
 - e. Develop Housing Trust Website to manage program and showcase lessons learned and case studies that can be disseminated to other regions.
- D. Housing Infill on Public and Private Lands (HIPP) Program – Public Land to Residential Project – Inventory, Analysis & Toolkit for Workforce and Teacher Housing
- a. The SBCOG/SBCTA requested REAP 2.0 HIPP funding for the SBCTA/SBCSS and Other Public Land-to-Residential Project (Project). SBCTA will partner with the San Bernardino County Superintendent of Schools (SBCSS) and member agencies to develop a comprehensive inventory and analysis of all publicly-owned properties. The Project will identify developable sites for housing at a variety of affordability levels, with a focus on workforce housing for educators.
 - b. The Project aims to:
 - i. Conduct a comprehensive inventory of all publicly-owned lands within the region
 - ii. Analyze these lands to identify sites that are suitable for housing development
 - iii. Develop a toolkit to assist public agencies with identifying these sites as Surplus Lands to make them available for affordable housing. The toolkit should contain best practices and implementable actions, providing jurisdictions with direction on how to convert sites for residential uses.
 - iv. With the results of the analyses, produce recommendations for how SBCOG, SBCSS, or the jurisdiction could approach residential development, including a step-by-step guide, developer collaboration, potential ordinances, policies, or financing tools to consider. Specific focus will be given to various school district sites for potential “Teacher Housing” options.
 - v. Identify list of sites that are categorized as publicly-owned that have residential conversion potential based on each jurisdiction’s Housing Element and SCAG’s most recent Annual Land Use Data.
 - vi. Identify partner with a public agency or an affordable housing developer to prepare selected sites for possible affordable or workforce housing development.
- E. Regional Utilities Supporting Housing (RUSH) Program – Upland
- a. The main goal of the RUSH Program is to create plans and programs to support increased utility capacity of areas designated for residential development in a Housing Element. These programs should increase utility capacity and/or lower the cost of residential development. Potential projects could include developing an analysis to update developer utility fees to avoid concentration of infrastructure upgrade costs and creating a capital improvement plan or updating an existing one.

- b. For SBCTA/SBCOG, an affordable housing project (Magnolia/Euclid Villas) in Upland meets these criteria seamlessly. The main issue related to the project revolves around power line relocation with Southern California Edison (SCE).
- c. If funded, SBCTA/SBCOG will select an on-call consultant with the most utility experience, especially working directly with SCE.

F. Sustainable Communities Program – Civic Engagement, Equity, & Environmental Justice

- a. SBCTA/SBCOG received funding from SCAG to complement an active transportation priority list that SBCTA/SBCOG is developing. The main objective of this project is to provide jurisdictions in San Bernardino County with community-informed and researched priority projects for active transportation improvements. The target outcome of the priority list and community engagement is for jurisdictions to receive the list of priority projects and have them be prepared for funding to be able to implement the identified projects.
 - i. The funding provided by SCAG will:
 - 1. Provide project management administrative assistance such as creating agendas, meeting minutes, a schedule, a timeline, progress reports, invoicing, and general communication between SBCTA staff, the consultant, jurisdictions, and stakeholders.
 - 2. Existing conditions analysis that will identify any relevant and key stakeholders in the County and review the past engagement that SBCTA has done regarding active transportation.
 - 3. Community engagement element of the project. The consultant will create a Public Engagement Plan, meet with stakeholders, hold focus groups, attend other engagement events, create surveys and project collateral, and provide a summary of the engagement completed.
 - 4. Final report and presentations to an SBCTA deliberative body and technical working group.

On Call Project Categories: Please check the category box(es) that applies to your proposal

| | | |
|-----|---|--|
| 1 | Active Transportation Program | |
| 2 | Transportation Modeling | |
| 3 | Transportation Planning | |
| 4 | Sustainability Planning | |
| 5 | Climate Change and Adaptation Planning | |
| 6 | General SBCTA/SBCOG Staff Support | |
| 7 | Grant Writing/Management Services | |
| 8 | Housing/General Plan/Local Planning Support | |
| 9 | Project Management and Controls | |
| 10 | Regional Early Action Planning (REAP) 2.0 Implementation | |
| 10A | County Transportation Commission Partnership Program (CTCPP) | |
| 10B | Subregional Partnership Program (SRP) | |
| 10C | NOFA – Funding for Lasting Affordability | |
| 10D | Housing Infill on Public and Private Lands (HIPP) Program | |
| 10E | Regional Utilities Supporting Housing (RUSH) Program | |
| 10F | Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP – CEEEJ) | |

Task Order Approach

Multiple consultants may be selected to become part of the SBCTA/SBCOG “Planning Bench.” From time to time, consultants on the Bench would be requested to respond to task order solicitations for their areas expertise. SBCTA/SBCOG staff will write brief work statements, and consultants will respond with scopes of work that are specific to those statements, including cost and schedule. The breadth, timing, and distribution of these task solicitations will be at the discretion of the SBCTA/SBCOG On-Call Manager or designees. More than one consultant may be asked to respond to each task order, but normally only one consultant would be selected for a single task order. SBCTA/SBCOG cannot guarantee a minimum amount of work for any individual consultant or consulting team.

ATTACHMENT “B”
“PRICE PROPOSAL FOR TIME AND MATERIALS”
FIRMS MAY SUBMIT ON 1 OR MORE OF THE 10 “PROGRAMS”



Attachment B Price Proposal for Time and Materials RFP No. 23-1003018

ACTIVE TRANSPORTATION PROGRAM

Key Personnel

| Name | Classification/Title | Job Function | Hourly Rate | |
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Other Direct Cost Schedule (ODC)
All ODC's are to be proposed at cost-without mark-ups.

| Type of ODC | Unit Cost | | Estimated Budget Amount | |
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Proposer

Signature of Authorized Person Date



TRANSPORTATION MODELING

Key Personnel

| Name | Classification/Title | Job Function | Hourly Rate | |
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Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

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Proposer _____

Signature of Authorized Person _____

Date _____



TRANSPORTATION PLANNING

Key Personnel

| Name | Classification/Title | Job Function | Hourly Rate |
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Other Direct Cost Schedule (ODC)
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Proposer _____

Signature of Authorized Person _____ Date _____



Attachment B Price Proposal for Time and Materials RFP No. 23-1003018

CLIMATE CHANGE AND ADAPTATION PLANNING

Key Personnel

| Name | Classification/Title | Job Function | Hourly Rate | |
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Other Direct Cost Schedule (ODC)
All ODC's are to be proposed at cost-without mark-ups.

| Type of ODC | Unit Cost | | Estimated Budget Amount | |
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Proposer

Signature of Authorized Person

Date



Attachment B Price Proposal for Time and Materials

RFP No. 23-1003018

GRANT WRITING/MANAGEMENT SERVICES

Key Personnel

| Name | Classification/Title | Job Function | Hourly Rate | |
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Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

| Type of ODC | Unit Cost | | Estimated Budget Amount | |
|-------------|-----------|--|-------------------------|--|
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Proposer

Signature of Authorized Person

Date

**ATTACHMENT “C”
“PROPOSED CONTRACT”**

CONTRACT NO. 23-1003018

BY AND BETWEEN

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

AND

FOR

**ON-CALL BENCH FOR PLANNING/SAN BERNARDINO ASSOCIATED
GOVERNMENTS (SBCOG) AND REGIONAL EARLY ACTION PLANNING (REAP) 2.0**

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 certain work services 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, but only upon SBCTA’s issuance of and in accordance with the terms and instructions contained in one or more written Contract Task Orders (“CTO”) executed by both parties. The word “Work” includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with SBCTA’s satisfaction being based on prevailing applicable professional standards.

- 1.2 The Project Manager for this Contract is Mairany Anaya, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Department 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; issuing, executing and amending CTOs; and 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

The Contract term shall commence upon issuance of a written Notice To Proceed or Notice of Executed Contract (NTP) issued by SBCTA's Procurement Division, and shall continue in full force and effect through June 30, 2029, 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.

SBCTA at its sole discretion may extend the original term of the Contract for two (2) option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed June 30, 2031.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of Services in compliance with all the terms and conditions of this Contract and any CTOs issued, shall not exceed the amount set forth in 3.2 below.
- 3.2 The total Not-To-Exceed Amount for all CTOs issued to CONSULTANT is \$_____. All services shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B "Price Proposal" and the executed CTO. The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and shall include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Exhibit B. The SBCTA will not reimburse for any expenses not shown in Exhibit B.
- 3.3 As the need for _____ are required, SBCTA will issue a request for CTOs based on services and costs identified in 3.2 above. SBCTA does not guarantee any certain number of CTOs will be issued during the term of this Contract. Award of CTOs is at the sole discretion of SBCTA.
- 3.4 Intentionally Omitted.
- 3.5 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.
- 3.5.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 3.5.2 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 2

CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.

- 3.6 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.

ARTICLE 4. INVOICING

- 4.1 Payment to CONSULTANT as provided herein shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA prepared in accordance with the instructions below.. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA's contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com

For large files over 30 megabytes, invoices can be submitted using this link:
<https://sanbag-lfweb.sanbag.ca.gov/Forms/Invoice-submission>

- 4.3 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 4.4 INTENTIONALLY OMITTED.

- 4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP or the issuance of an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.
- 4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.
- 4.7 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 are subject to repayment by CONSULTANT to SBCTA.

ARTICLE 5. 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 6. 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 7. 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 8. DOCUMENTATION AND RIGHT TO AUDIT

- 8.1 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, the California State Auditor, or other authorized representatives of SBCTA access to Consultants' 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.

8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Work at any time. After CONSULTANT receives any audit recommendations, the cost or price 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

8.3 Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE 9. RESPONSIBILITY OF CONSULTANT

9.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.

9.2 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 Scope of 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, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part 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.

ARTICLE 10. 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 report shall be sufficiently detailed for SBCTA to determine if CONSULTANT is performing to

expectations and is on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

ARTICLE 11. TECHNICAL DIRECTION

- 11.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, identified in Section 1.2, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:
- 11.1.1 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 Scope of Work.
 - 11.1.2 Provision of written information to CONSULTANT which assists in the interpretation of reports or technical portions of the Scope of Work described herein.
 - 11.1.3 Review and, where required by the Contract, approval of technical reports and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
 - 11.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are limited to: substitutions of personnel identified in the Contract, including Key Personnel and subconsultants; modifications to classifications, hourly rates and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All such modifications will be documented in writing between the Parties.
- 11.2 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:
- 11.2.1 Increases or decreases the Scope of Work;
 - 11.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
 - 11.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;
 - 11.2.4 In any manner causes an increase or decrease in the Contract price as identified in the "COMPENSATION" Article or the time required for Contract performance;
 - 11.2.5 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
 - 11.2.6 Interferes with CONSULTANT's right to perform the terms and conditions of the Contract unless identified herein; or
 - 11.2.7 Approves any demand or claims for additional payment.
- 11.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to

be taken with respect thereto, shall be subject to the provisions of the “DISPUTES” Article herein.

- 11.4 All Technical Direction shall be issued in writing by SBCTA’s Project Manager.
- 11.5 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 their 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 sections 11.2.1 through 11.2.7 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 CONSULTANT, SBCTA shall:
 - 11.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of CONSULTANT’s letter that the Technical Direction is or is not within the scope of this Contract.
 - 11.5.2. Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 12. CHANGES

- 12.1 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 an amendment to this Contract.
- 12.2 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 13. EQUAL EMPLOYMENT OPPORTUNITY

- 13.1 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 or veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- 13.2 The CONSULTANT and all subconsultants shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, CONSULTANT and all subconsultants will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA’s

current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 14. 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 and its staff shall comply with SBCTA’s Conflict of Interest Policy, No. 10102.

ARTICLE 15. 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 reallocation of any tasks or hours of Work that are the responsibility of Key Personnel to other personnel, CONSULTANT shall notify SBCTA in writing in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rates) 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’s Project Manager. 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 this Contract. Key Personnel are:

| Name | Job Classification/Function |
|------|-----------------------------|
| | |
| | |
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| | |

ARTICLE 16. 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 standards that are generally accepted in the profession in the State of California.

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a 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.
- 17.2 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.

- 17.3 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 or an unauthorized disclosure of 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 remain confidential 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.
- 17.4 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.
- 17.5 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 both Parties.
- 17.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

ARTICLE 18. TERMINATION

- 18.1 Termination for Convenience - SBCTA 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.
- 18.1.1 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.
- 18.1.2 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.

18.1.3 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.

18.2 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 court 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 deliverables and finished Work by whatever method SBCTA may deem expedient. 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 any term of this Contract.

18.2.1 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.

18.3 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 or any damages because of such termination.

ARTICLE 19. 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 section "Termination" above.

ARTICLE 20. 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 21. INSURANCE

21.1 Prior to commencing the Work, subject to the provisions of Article 21.2 “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:

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$5,000,000 per claim
- An annual aggregate limit of not less than \$5,000,000
- Coverage shall be appropriate for the CONSULTANT’S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT’S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
 - CONSULTANT shall secure and maintain “tail” coverage for a minimum of five (5) years after Contract completion.

21.1.2 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.

21.1.3. 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 **\$5,000,000 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 , duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$5,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 -
- If a general aggregate applies, it shall apply separately to this project/location. The contract no. and brief explanation of the project/work 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.

21.1.4 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.

21.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$5,000,000** each accident. This total limits 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.

21.1.6 Pollution Liability. Intentionally Omitted

21.1.7 Cyber Liability Insurance. Appropriate to the Consultant’s profession and work hereunder, with limits not less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT’s liability policy, such “property” coverage of SBCTA may be endorsed onto the CONSULTANT’s Cyber Liability Policy as covered property as follows:

Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of SBCTA that will be in the care, custody, or control of CONSULTANT.

21.1.8 Railroad Protective Liability. Intentionally Omitted

21.2. General Provisions

21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VII or better and if policies are written by insurance carriers that are non- admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA’s Risk Manager.

21.2.2 Additional Insured Coverage. All policies, except those for Workers’ Compensation and Professional Liability insurance, shall be endorsed by an ISO Form CG 20 43, or if not available, then ISO Form that provides substantially equivalent coverage, to name San Bernardino County Transportation Authority, San Bernardino Associated

Governments (operating as San Bernardino Council of Governments or SBCOG), their officers, directors, members, employees, and agents, 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 any additional insured to vicarious liability, but shall allow coverage for the additional insureds to the full extent provided by the policy.

21.2.3 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.

21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) 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. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA’s Risk Manager. Without SBCTA’s Risk Manager’s expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR 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 to CONSULTANT. The CONSULTANT’s policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT’s deductible or SIR.

- 21.2.5 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.
- 21.2.6 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.
- 21.2.7 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 insurance@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.
- 21.2.8 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the

broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called “third-party-over action” claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers’ compensation, or to undertake self-insurance in accordance with the provisions of that code.

- 21.2.9 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 obligation 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.
- 21.2.10 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.
- 21.2.11 Project Specific Insurance. Intentionally Omitted
- 21.2.12 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 21.2.13 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.

21.2.14 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 subconsultant(s) 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.

21.2.15 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.

21.2.16 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 22. INDEMNITY

22.1 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) SBCTA, SBCOG and its Entities, and their authorized officers, employees, agents and volunteers (collectively "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 professional to the maximum extent permitted by Civil Code Section 2782.8.

22.2 For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, SBCOG and its Entities, and their authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by SBCTA on account of any claim, 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 23. 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, damages, and costs required because of an error or deficiency in the Work provided by CONSULTANT under this Contract.

ARTICLE 24. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, 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 25. SUBCONTRACTS

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in 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.
- 25.2 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.
- 25.3 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 sole responsibility for managing all of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 26. RECORD INSPECTION AND AUDITING

SBCTA or any of its designees, representatives, or 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 27. 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 pursuant to 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 28. 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 29. 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 30. 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 31. PRECEDENCE

- 31.1 The Contract consists of the following: Contract Articles, Exhibit A “Scope of Work,” and Exhibit B “Price Proposal for Time and Materials,” SBCTA’s Request for Proposal and CONSULTANT’s proposal, all of which are incorporated into this Contract by this reference.
- 31.2 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.
- 31.3 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 32. 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 not made during regular business hours; or (c) on the fourth business day after 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: |
| Email: | Email: |
| Phone: | Phone: (909) 884-8276 |
| 2 nd Contact: | Copy: Procurement Manager |
| Email: | Email: procurement@gosbcta.com |

ARTICLE 33. DISPUTES

33.1 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 notice 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 thereto with SBCTA’s Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by the court specified in Article 29.

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

ARTICLE 34. GRATUITIES

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

ARTICLE 35. 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 36. 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 37. 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 Scope of Work 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 38. SAFETY

CONSULTANT shall strictly comply with OSHA regulations and 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 all safety instructions issued by SBCTA or their representatives.

ARTICLE 39. DRUG FREE WORKPLACE

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

ARTICLE 40. 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 41. AMENDMENTS

The Contract may only be changed by a written amendment duly executed by the Parties. Work authorized under an amendment shall not commence until the amendment has been duly executed.

ARTICLE 42. PREVAILING WAGES

42.1 The State of California's General Prevailing Wage Rates are not applicable to this Contract.

ARTICLE 43. 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 this 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 44. 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 45. 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 the CONSULTANT shall promptly reimburse SBCTA for all expenses and costs incurred.

ARTICLE 46. ENTIRE DOCUMENT

- 46.1 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.
- 46.2 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.
- 46.3 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 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

CONSULTANT shall comply with all applicable provisions of the Americans with Disabilities Act in performing Work under this Contract.

ARTICLE 48. 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 below.

CONSULTANT

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Name
Title

By: _____
Raymond W. Wolfe
Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Name
Title

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

Date: _____

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____

**EXHIBIT “A”
“SCOPE OF WORK”**

**EXHIBIT “B”
“PRICE PROPOSAL”**

**ATTACHMENT “D”
RFP FORMS**

**CERTIFICATE OF COMPLIANCE WITH
INSURANCE REQUIREMENTS**

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

INSURANCE REQUIREMENTS: (check appropriate boxes below)

- 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

- 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. Any objection to, inability to meet, or request for substitution for the stated insurance requirements, shall be deemed waived, if not stated in Consultant's response to this solicitation.

OR

- Consultant has identified areas of conflict with the insurance requirements and has provided a list of concerns in its response to the RFP in the exception response section and has referenced each section and page number identified in the SBCTA Contract. Make sure to provide a list of the exceptions such as limits, types of coverages, SIR and deductibles, or other requirements.

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 12 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 12 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.

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 | Daniel Ramos | Gabriel Reyes |
| City of Barstow | Carmen Hernandez | Marilyn Kruse |
| City of Big Bear Lake | Rick Herrick | Randall Putz |
| City of Chino | Eunice Ulloa | Marc Lucio |
| City of Chino Hills | Ray Marquez | Cynthia Moran |
| City of Colton | Frank Navarro | David Toro |
| City of Fontana | Acquanetta Warren | Peter Garcia |
| City of Grand Terrace | Sylvia Robles | Bill Hussey |
| City of Hesperia | Rebekah Swanson | Brigit Bennington |
| 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 | Janet Jernigan | Kirsten Merritt |
| City of Ontario | Alan Wapner | Paul Leon |
| City of Rancho Cucamonga | L. Dennis Michael | Lynne Kennedy |
| City of Redlands | Paul Barich | Mario Saucedo |
| City of Rialto | Deborah Robertson | Andy Carrizales |
| City of San Bernardino | Helen Tran | Damon Alexander |
| City of Twentynine Palms | Joel Klink | Dan Mintz, Sr. |
| City of Upland | Rudy Zuniga | James Breitling |
| City of Victorville | Debra Jones | Bob Harriman |
| City of Yucaipa | Bobby Duncan | Matt Garner |
| County of San Bernardino 1 st District | Paul Cook | N/A |
| County of San Bernardino 2 nd District | Jesse Armendarez | 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 | Joe Baca | N/A |
| Town of Apple Valley | Art Bishop | Larry Cusack |
| Town of Yucca Valley | Rick Denison | Robert Lombardo |

CONSULTANT QUESTIONNAIRE

CONSULTANT NAME: _____

1. BUSINESS ORGANIZATION

1.1 How many years have you been in business? _____

1.2 How many years have you been in business under your current name? _____

1.2.1 Under what other names have you conducted business? _____

1.3 Name(s) and title(s) of person(s) authorized to execute this contract on behalf of your business. Attach appropriate documentation demonstrating signature authority (e.g. Corporate Resolution, Board Minutes, Operating Agreement, Articles of Organization, etc.).

1.4 If your business is a corporation, answer the following:

1.4.1 Date of incorporation: _____

1.4.2 State of incorporation: _____

1.4.3 California Secretary of State Entity ID Number: _____

1.4.4 Names and titles of corporate officers: _____

1.5 If your business is a limited liability company, answer the following:

1.5.1 Date of formation: _____

1.5.2 State of formation: _____

1.5.3 California Secretary of State Entity ID Number: _____

1.5.4 Is LLC managed by managers or members? _____

1.5.5 Manager(s)/Member(s) name(s): _____

1.6 If your business is a partnership, answer the following:

1.6.1 Date of organization: _____

1.6.2 Type of partnership: _____

1.6.3 California Secretary of State Entity ID Number: _____

1.6.4 Name(s) of general partner(s): _____

1.7 If your business is individually owned, answer the following:

1.7.1 Date of organization: _____

1.7.2 Name of owner: _____

1.8 If the form of your business is other than those listed above, describe it and name the principals:

1.9 Number of owned autos: _____

1.10 Number of employees: _____

2. LICENSING

2.1 List jurisdictions and trade categories in which your business is legally qualified to do business and indicate registration or license numbers, if applicable.

2.2 List any other certifications held by your business, and the name under which they are held.

3. EXPERIENCE

3.1 List the categories of work that your business normally performs with its own forces.

3.2 List all contracts your business has completed in the past five years, giving the name of project, owner, owner's phone number, account manager, Contract amount, date of completion and percentage of the cost of the work performed with your own forces.

3.3 State average annual amount of _____ services performed during the past five years:

| | |
|------------|----------|
| Year _____ | \$ _____ |
| Year _____ | \$ _____ |
| Year _____ | \$ _____ |
| Year _____ | \$ _____ |
| Year _____ | \$ _____ |

3.4 List the contracts and/or projects your business has in progress, giving the name of the project, owner/contact, contract amount and scheduled completion.

3.5 Has your business, under its current name or any previous names, ever failed to complete any work/contract awarded to it? If Yes, please explain. (Attach additional pages if necessary.)

4. CLAIMS AND LAWSUITS

4.1 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your business or any its officers? If Yes, please describe. (Attach additional pages if necessary.)

4.2 Has your business filed any law suits or requested arbitration with regard to any of its contracts within the last five (5) years? If Yes, please explain. (Attach additional pages if necessary.)

4.3 During the past five years, have any complaints or claims been filed with the Department of Fair Employment and Housing (DFEH) and/or the Department of Industrial Relations (DIR) against your business? If Yes, please describe. (Attach additional pages if necessary.)

IRAN CONTRACTING ACT OF 2010 CERTIFICATION FORM

In accordance with Public Contract Code Section 2203, a person (as defined in Public Contract Code Section 2202(e)) is ineligible to, and shall not, bid on, submit a proposal for, for enter into or renew, a contract with a public entity for goods or services of one million dollars (\$1,000,000) or more if, at the time of bid or proposal for a new contract or renewal of an existing contract that person:

- a. is identified on a list created pursuant to subsection (b) as a person engaging in investment activities in Iran as described in subsection (a) of Section 2202.5; or
- b. engages in investment activities in Iran as described in subdivision (b) of Section 2202.5.

BY SUBMITTING THIS PROPOSAL OR BID AND SIGNING BELOW, THE PROPOSER/BIDDER IDENTIFIED BELOW CERTIFIES AS FOLLOWS (REQUIRED: SELECT ONE OF THE FOLLOWING):

- In accordance with Public Contract Code Section 2204(a), Proposer/Bidder, at the time the proposal or bid is submitted, it 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 that engages in investment activities in Iran as described in subdivision (b) of Public Contract Code Section 2202.5.
- In accordance with Public Contract Code Section 2204(b), Proposer/Bidder is authorized to submit this bid or proposal pursuant to one of the following (*REQUIRED: SELECT ONE OF THE FOLLOWING*):
 - FOR USE ONLY BY PROPOSERS/BIDERS GRANTED SPECIFIC PERMISSION BY SBCTA TO SUBMIT A PROPOSAL OR BID: Proposer/Bidder is authorized to submit this proposal or bid pursuant to Section 2203(c) and further certifies all of the following to be true: (1) the investment activities in Iran were made before July 1, 2010; (2) the investment activities in Iran have not been expanded or renewed after July 1, 2010; (3) the appropriate awarding body for SBCTA has determined it to be in the best interest of SBCTA to contract with proposer or bidder; and (4) Proposer/Bidder has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran;
 - FINANCIAL INSTITUTIONS ONLY: Proposer/Bidder certifies it is authorized to submit this proposal or bid pursuant to Section 2203(d) and further certifies it is a financial institution that extends twenty million (\$20,000,000) or more in credit to another person for 45 days or more and the person using the credit to provide goods or services in the energy section of Iran is a person permitted to submit a bid or proposal pursuant to Section 2203(c).

Proposer/Bidder acknowledges and understands that making a false certification may subject it 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 OR BIDDER INFORMATION:

Company Name

Address

City **State** **Zip Code**

Authorized Representative: Name **Title**

Authorized Representative: Signature **Date**

Phone **Email Address**

**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 Proposers 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?) |
|--|--|---------------|---|--|--|
| <i>Name</i> | | <i>Phone</i> | <input type="checkbox"/> < \$1 million | | <input type="checkbox"/> YES |
| <i>Address</i> | | | <input type="checkbox"/> < \$5 million | | <input type="checkbox"/> NO |
| <i>City State ZIP</i> | | <i>Fax</i> | <input type="checkbox"/> < \$10 million | | <i>If YES list DBE #:</i> |
| | | | <input type="checkbox"/> < \$15 million | | <i>Age of Firm (Yrs.)</i> |
| | | | <input type="checkbox"/> > \$15 million | | |
| <i>Name</i> | | <i>Phone</i> | <input type="checkbox"/> < \$1 million | | <input type="checkbox"/> YES |
| <i>Address</i> | | | <input type="checkbox"/> < \$5 million | | <input type="checkbox"/> NO |
| <i>City State ZIP</i> | | <i>Fax</i> | <input type="checkbox"/> < \$10 million | | <i>If YES list DBE #:</i> |
| | | | <input type="checkbox"/> < \$15 million | | <i>Age of Firm (Yrs.)</i> |
| | | | <input type="checkbox"/> > \$15 million | | |
| <i>Name</i> | | <i>Phone</i> | <input type="checkbox"/> < \$1 million | | <input type="checkbox"/> YES |
| <i>Address</i> | | | <input type="checkbox"/> < \$5 million | | <input type="checkbox"/> NO |
| <i>City State ZIP</i> | | <i>Fax</i> | <input type="checkbox"/> < \$10 million | | <i>If YES list DBE #:</i> |
| | | | <input type="checkbox"/> < \$15 million | | <i>Age of Firm (Yrs.)</i> |
| | | | <input type="checkbox"/> > \$15 million | | |
| <i>Name</i> | | <i>Phone</i> | <input type="checkbox"/> < \$1 million | | <input type="checkbox"/> YES |
| <i>Address</i> | | | <input type="checkbox"/> < \$5 million | | <input type="checkbox"/> NO |
| <i>City State ZIP</i> | | <i>Fax</i> | <input type="checkbox"/> < \$10 million | | <i>If YES list DBE #:</i> |
| | | | <input type="checkbox"/> < \$15 million | | <i>Age of Firm (Yrs.)</i> |
| | | | <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?) |
|--|--|---------------|---|--|---|
| <i>Name</i> | | <i>Phone</i> | <input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million | | <input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #: |
| <i>Address</i> | | <i>Fax</i> | | | |
| <i>City State ZIP</i> | | | | | |
| <i>Name</i> | | <i>Phone</i> | <input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million | | <input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #: |
| <i>Address</i> | | <i>Fax</i> | | | |
| <i>City State ZIP</i> | | | | | |
| <i>Name</i> | | <i>Phone</i> | <input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million | | <input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #: |
| <i>Address</i> | | <i>Fax</i> | | | |
| <i>City State ZIP</i> | | | | | |
| <i>Name</i> | | <i>Phone</i> | <input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million | | <input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #: |
| <i>Address</i> | | <i>Fax</i> | | | |
| <i>City State ZIP</i> | | | | | |

**ATTACHMENT “E”
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 Proposal (RFP) RFP23-1003018 for On-Call Bench For Planning/San Bernardino Council Of Governments (SBCOG) And Regional Early Action Planning (REAP) 2.0.

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 jherrera@gosbcta.com. Please note, SBCTA will not accept or give consideration to questionnaires submitted by proposers.

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

The information as described in 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 23-1003018
CONSULTANT REFERENCE CHECK
PROPOSING FIRM/PROJECT MANAGER
NAME _____**

BELOW TO BE COMPLETED BY REFERENCE AGENCY/FIRM:

REFERENCE 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 here: | 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 here: | 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 here:</p> | <p>Excellent (3)</p> | <p>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.</p> | |
| | <p>Good (2)</p> | <p>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.</p> | |
| | <p>Satisfactory (1)</p> | <p>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.</p> | |
| | <p>Poor (0)</p> | <p>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> | |
| <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 here:</p> | <p>Excellent (3)</p> | <p>Exceeded most expectations (knowledge of project requirements always apparent.).</p> | |
| | <p>Good (2)</p> | <p>Exceeded some expectations (knowledge of project requirements frequently apparent.).</p> | |
| | <p>Satisfactory (1)</p> | <p>Met expectations (knowledge of project requirement at times, but further research required).</p> | |
| | <p>Poor (0)</p> | <p>Failed to meet expectations (knowledge of project requirements lacking).</p> | |
| <p>5. How do you rate the firm's/key person's experience?</p> <p>If the rating is Poor, please provide an explanation here:</p> | <p>Excellent (3)</p> | <p>Exceeded most expectations (always negotiated, resolved and processed change orders in a timely manner).</p> | |
| | <p>Good (2)</p> | <p>Exceeded some expectations (always negotiated, resolved and processed change orders and most of the time).</p> | |
| | <p>Satisfactory (1)</p> | <p>Met expectations (negotiated, resolved and processed change orders, but not always promptly).</p> | |

| Question | Rating Definition | | Rating |
|---|-------------------------|--|--------|
| | Poor (0) | Failed to meet expectations (negotiated, resolved and processed change orders, but 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 here: | 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 here: | 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 here: | 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
1170 W. 3rd Street, 2nd Fl., San Bernardino, CA 92410
Phone: (909) 884-8276 - Email: jherrera@gosbcta.com