



**INVITATION FOR SEALED BIDS
(IFB) 18-1001885**

FOR

**VIRTUAL NETWORK INFRASTRUCTURE
UPGRADE PROJECT**

KEY BID DATES

IFB Issue Date:	Wednesday - January 10, 2018
Pre-Bid Meeting: (Non-mandatory)	Wednesday - January 17, 2018 at 3:30 P.M.
Written Questions Deadline:	Tuesday - January 23, 2018 at 4:00 p.m.
Response to Questions: (On or Before)	Tuesday - January 30, 2018
Bids Due Date & Opening:	Tuesday - February 6, 2018 at 2:00 p.m.
Contract Agreement/Notice of Award:	Wednesday - April 4, 2018
Notice to Proceed:	April 2018

January 10, 2018

**SUBJECT: INVITATION FOR BIDS (IFB) 18-1001885
"VIRTUAL NETWORK INFRASTRUCTURE UPGRADE PROJECT"**

The San Bernardino County Transportation Authority ("SBCTA") invites qualified firms or bidders ("BIDDERS") with a minimal of five (5) years of experience to provide services to offer a "turnkey" solution for the upgrade of the SBCTA virtual network infrastructure ("PROJECT") or similar project experience that includes but not limited to the procurement and installation of hardware, software with training and support.

The "Scope of Work" for the "PROJECT" is provided as Attachment "A" of this notice with the requirements. "BIDDERS" should note the "Key Dates" on the cover of this IFB. SBCTA intends recommend award of this contract and execute a purchase order in **April 2018**.

All changes or modifications to this IFB and IFB schedule updates, or any other essential information will be made available and presented by addendums through SBCTA's PlanetBids website located under "Contracting" at www.gosbcta.com. Firms are requested to check the website periodically, and no less frequently than weekly, for IFB updates, addenda and other information. All bidders 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.

All questions related to this IFB must be put in writing and submitted to SBCTA no later than **4:00 p.m., Tuesday - January 23, 2018**. All questions must be clearly labeled, "IFB18-1001885 - Written Questions" for Virtual Network Infrastructure Upgrade Project submitted electronically to:

David Gallardo - Procurement Analyst
procurement@gosbcta.com

Questions that are received after the deadline specified herein may or may not be responded to at the sole discretion of SBCTA. Responses will be posted by written addendums on SBCTA's website found, www.gosbcta.com: select "Contracting," find "Current Open Bids," and select "SBCTA Vendor Portal on PB System."

Sealed bids shall be submitted on or before **2:00 p.m., on Tuesday - February 6, 2018**. Bids are to be delivered to:

San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Attention: David Gallardo - Procurement Analyst

Bids, and amendment to bids, received after the date and time specified in this IFB will be rejected by SBCTA and returned to the bidder unopened.

Bids will be publicly opened and read aloud on **Tuesday - February 6, 2018 beginning at 2:00 p.m.** at SBCTA's office at the address listed in this IFB.

The bidder will be required to comply with all applicable laws and regulations, whether or not specifically listed in this IFB.

Award of the Contract is subject to the availability, appropriation and receipt of federal, State and/or local funds sufficient fund the Virtual Network Infrastructure Upgrade Project.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

INVITATION FOR BIDS (IFB) 18-1001885

FOR

VIRTUAL NETWORK INFRASTRUCTURE UPGRADE PROJECT

I. INSTRUCTION TO BIDDERS

The San Bernardino County Transportation Authority ("SBCTA") is soliciting bids from qualified firms/bidders ("BIDDERS") to provide services to upgrade of the Virtual Network Infrastructure.

A. IFB DOCUMENTS

The IFB and IFB schedule updates and addenda, together with other important information are available on SBCTA's website at www.gosbcta.com. Firms are requested to check the website periodically, and no less frequently than weekly, for IFB updates, addenda and other information. All bidders 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.

B. CONTACT INFORMATION

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

**San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
(909) 884-8276
Attention: David Gallardo – Procurement Analyst
procurement@gosbcta.com**

Bidders must not discuss this IFB with any official, Board Member or employee of SBCTA, other than the staff identified herein. Neither bidders, nor anyone representing the bidder, are to discuss this IFB with any consultant or contractor engaged by SBCTA for assistance in preparing a response to the IFB. Violation of this prohibition may result in disqualification of the bidder.

C. PRE-BID CONFERENCE

A Pre-Bid Conference is non-mandatory but highly recommended and is scheduled for **Wednesday – January 17, 2018 at 3:30 P.M.** at the SBCTA office located at 1170 W. 3rd Street in the First-Floor board conference room.

D. EXAMINATION OF BID DOCUMENTS/INFORMED BIDDER

By submitting a bid, the bidder represents and acknowledges that it has thoroughly reviewed the requirements of this IFB, including all documents and requirements and has become familiar with the Virtual Network Infrastructure Upgrade solicited in this IFB as described in the Scope of Work outline in Attachment "A" of this notice. Bidders also acknowledge that they are qualified to offer services necessary to accomplish SBCTA's Virtual Network Infrastructure Upgrade.

E. WRITTEN QUESTIONS

All questions or clarifications must be put in writing and submitted electronically to procurement@gosbcta.com and they must be received by SBCTA **no later than 4:00 p.m. on Tuesday - January 23, 2018**. Questions must be clearly labeled "IFB18-1001885 - Written Questions". SBCTA will not respond to questions that are not appropriately marked and shall not be liable for not responding to any question not marked in accordance with this section. Questions received by the date and time identified in this IFB, and SBCTA's responses will be posted on SBCTA's website, www.gosbcta.com: on the Contracting page, go to "Current Open Bids" and select "SBCTA Vendor Portal on PB System."

F. ADDENDA

Any changes to this IFB will be made by written addendum only and posted on SBCTA's website, www.gosbcta.com: select "Contracting," find "Current Open Bids," and select "SBCTA Vendor Portal on PB System" SBCTA will not be bound by any oral modifications to or deviations from the requirements set forth in this IFB. Firms shall acknowledge receipt of any addenda in their bid.

G. CONFLICT OF INTEREST

Any person that has assisted SBCTA in preparing any aspect of this IFB is prohibited from submitting a bid in response to this IFB. Bidder 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 bid in response to this IFB will not be prevented from participating in future projects to the extent that no direct conflict of interest exists at the time.

H. PRE-CONTRACTUAL EXPENSES

SBCTA shall not be liable for any pre-contractual expenses incurred by the bidder in preparation or submittal of its bid. The bidder shall not include any such expenses in its bid. Prohibited pre-contractual expenses include any and all expenses incurred by the bidder prior to issuance of the Purchase Order by SBCTA.

I. IRAN CONTRACTING ACT OF 2010 - NOT APPLICABLE

J. PREVAILING WAGES - NOT APPLICABLE

K. NON-DISCRIMINATION

The contract, if awarded, is subject to the California Fair Employment and Housing Act, Government Code sections 12900 et seq. The contractor shall not discriminate on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status of any person in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this contract, or such other remedy, as SBCTA deems appropriate.

L. TAXES

The amount of the bid must be inclusive of state and local sales tax, which remains the obligation of the contractor. The contractor is responsible for payment of all taxes for any goods, services, processes and operations solicited under this IFB.

M. FEDERAL REQUIREMENTS – NOT APPLICABLE**II. BID SUBMITTAL**

- A.** Bids must be submitted on the forms provided in “Bid Forms” included in this IFB. Bidders are responsible for ensuring that the Bid Forms are properly completed. Only original Bid Forms (no photo copies) will be allowed unless otherwise stated elsewhere in this IFB. If any forms are incomplete or missing, the Bid may be considered non-responsive and subject to rejection at the sole discretion of SBCTA.
- B.** Bids must be submitted at or before **2:00 p.m. – Tuesday – February 6, 2018**. Bids received after the due date and time will be rejected by SBCTA and returned to the bidder unopened.
- C.** Bidders shall submit their **bid in a sealed package** clearly marked with the following: (i) the company name, address, IFB number IFB18-1001885; and submitted to:

**David Gallardo - Procurement Analyst
San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
ATTENTION: IFB18-1001885**

- D.** Bidders shall be responsible for any consequences, including disqualification of the bid, resulting from any inadvertent opening of improperly identified packages. It is the bidder’s sole responsibility to see that its bid is received as required in this IFB.
- E.** Bids will be publicly opened and read out loud at SBCTA’s offices at 1170 W. 3rd Street, San Bernardino, CA in the Board Room at approximately **2:00 p.m. on Tuesday – February 6, 2018**. Bidders must check in with the security guard in the first floor lobby, before being seated in the Board Room.

III. ACCEPTANCE OF BIDS

SBCTA reserves the right to accept or reject any or all bids, to waive any informalities or irregularities in any bid, and to determine which bid is the lowest responsive bid of a responsible bidder. SBCTA reserves the right to withdraw or cancel this IFB at any time without prior notice and SBCTA makes no representation that any contract or purchase order will be awarded to any firm responding to this IFB.

IV. WITHDRAWAL OF BIDS

A bidder, or authorized agent of a bidder, may withdraw its bid at any time before the bid opening date and time by submitting a written request to SBCTA, Attn: Procurement Manager at the address identified in this IFB. Withdrawing a bid prior to bid opening does not prevent a bidder from submitting a timely new bid. After bid opening, the bid shall remain open and not withdrawn for a period of sixty (60) calendar days from the date prescribed for its opening.

V. BID SECURITY FORMS – NOT APPLICABLE

VI. SUBCONTRACTOR LISTING - NOT APPLICABLE

VII. DISADVANTAGED BUSINESS ENTERPRISE

Though no DBE goal is set for this Project, SBCTA encourages participation from small and Disadvantaged Business Enterprise (DBE). Firms interested in SBCTA's Disadvantaged Business Enterprise program may contact Jeffery Hill at (909) 884-8276.

VIII. CONTRACT AWARD

Any contract awarded as a result of this IFB will be awarded to the lowest responsive, responsible bidder in accordance with this IFB. The successful bidder shall be required to perform all the terms and conditions of SBCTA's Contract, which shall be construed to include: the Purchase Order; Attachment "A," Scope of Work; Attachment "B," Bid Forms; Attachment "C," General Terms and Conditions; and the Invitation for Bids.

IX. PROTEST INFORMATION

SBCTA has on file written Protest Procedures (Policy 11007). Firms may download a copy from www.gosbcta.com: select "Contracting" to go to the Contracting page; on the Contracting page, find "Important Documents" and select "Contractor Resources".

X. PUBLIC RECORDS ACT

Bids may be subject to public disclosure under the California Public Records Act and other public records laws, and by submitting a bid, the bidder waives all rights to confidentiality of any information submitted in the bid and agrees to any and all such disclosures required or permitted by law. Bids become the property of SBCTA when submitted and by submitting a bid, the bidder agrees that SBCTA may use any information, documentation or writing contained in the bid for any SBCTA purpose.

ATTACHMENT “A” “SCOPE OF WORK”

Attachment "A"

IFB18-1001885 -"SCOPE OF WORK"

Virtual Network Infrastructure Upgrade Project

The San Bernardino County Transportation Authority (SBCTA), located in San Bernardino, California is soliciting bids from firms or consultants (Bidders) with a minimum of five (5) years of experience providing services similar in nature to those sought by this IFB, i.e., providing a "turnkey" solution to upgrade the SBCTA virtual network infrastructure ("PROJECT"); such experience may include, but is not limited to, the procurement and installation of hardware and software including training and support.

The bid should address and focus on the following three service categories: 1) Installation and Support; 2) Data Migration; and 3) Hardware Purchase Consultation.

Bids should include project schedule with a proposed commencement date and expected completion date of the project and include the warranty period of all work performed.

I. CURRENT SBCTA VIRTUAL NETWORK INFRASTRUCTURE:

- (6) VMWare Host Servers (various VMWare versions) w/Onboard Data Storage via Internal Hard Drives
- Microsoft Hyper-V Host Server (2012r2) w/Onboard Data Storage via Internal Hard Drives
- (16) VMs with a total of 66 Cores, 268 Gigs RAM and 7 Terabytes Storage
- No Storage Area Network (SAN) Device

II. HARDWARE AND SOFTWARE PARAMETERS:

- (3) Host Servers – HP Servers/Windows Server 2012/16 OS/supports 16-25 VM environment with (4) years 24 x 7 4 hour hardware support
- SAN (Hybrid/Flash) – Nimble (not SF-Series) or Tegile SAN (with 24 x 7 4 hour hardware support) with at least 3 TB Flash SSD and 21TB Storage (useable not raw) on 10GB HP Switch Backbone

III. SCOPE OF WORK:

The scope of work shall include the following tasks and deliverables:

Purchase and installation of a virtual network infrastructure solution and associated network hardware and software required.

Assist IT staff with the migration of data over to the new virtual network.

System Installation and Training

- Rack all system hardware that is needed for the new virtual infrastructure.
- Configure all system hardware and software for the new virtual infrastructure.
- Provide data migration assistance.
- Assist IT staff with various related questions to ensure smooth install, day-to-day operation and management of the new virtual infrastructure.
- Provide any knowledge based transfer to the IT staff that may be needed to support and manage the new virtual infrastructure.

Hardware Purchase Consultation

- Assist in hardware purchase decisions

ATTACHMENT "B"

BID FORMS

VIRTUAL NETWORK INFRASTRUCTURE UPGRADE PROJECT

FORMS TO BE SUBMITTED AT TIME OF BID:

1. Form BI - Bidder Information Form
2. Form BA - Bid Acknowledgement Statement Form
3. Form BL - Bid List
4. Form NC - Non-Collusion Affidavit

FORM "BI"
IFB18-1001885
BIDDER INFORMATION FORM
VIRTUAL NETWORK
INFRASTRUCTURE UPGRADE PROJECT

Name of Bidder: _____

Business Address: _____

City, State, Zip Code: _____

Telephone No.: _____

Contact: _____

Title: _____

Email Address: _____

Risk Manager: _____

Email: _____

Telephone: _____

FORM "BA"
IFB18-1001885
BIDDER ACKNOWLEDGEMENT STATEMENT FORM
VIRTUAL NETWORK
INFRASTRUCTURE UPGRADE PROJECT

The undersigned hereby acknowledges the following:

1. Bidder has received and thoroughly reviewed the Invitation for Bid for the solicitation of services to upgrade the Virtual Network Infrastructure and all attachments thereto.
2. This bid is submitted with respect to the changes to the IFB documents included in the Addenda issued, if any. Bidder acknowledges receipt of the following Addenda: Number(s):
_____.
3. The bidder has thoroughly examined and is familiar with the requirements solicited by this IFB and the documents contained herein. By review of this IFB, the bidder is satisfied as to its qualifications and ability to provide services for the Virtual Network Infrastructure Upgrade Project.
4. Bidder fully understands the scope of the solicitation identified in this IFB and has carefully checked all words and figures inserted in this IFB and further understands that SBCTA will not be liable for any errors or omissions in the preparation of this bid.
5. All responsive bidders will demonstrate experience providing a "turnkey" solution to upgrade a virtual network infrastructure similar to SBCTA's or similar project experience that may include, but is not limited to, the procurement and installation of hardware and software, including provision of training and support. Bid amounts will be compared based on the total of all items. Unit basis item totals will be determined by multiplying the item's unit price by the quantity estimated for that item.
6. The bidder shall set forth for each unit basis item a unit price and a total, and for each lump sum item a total, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price and the estimated quantity.
7. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as follows:
 - a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount of the entry in the item total column, then the amount set forth in the item total column shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
 - b) (Decimal errors) If the product of the entered unit price and the estimated quantity is off by exactly a factor of ten, one hundred, etc., or one-tenth, one-hundredth, etc., from the entered total, the discrepancy will be resolved using the entered unit price or item total, whichever most closely approximates the unit price or item total in SBCTA's final

estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular, unless the project being bid has only a single item and a clear, readable total bid is provided. Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number or digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the item's total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of SBCTA, and that discretion will be exercised in the manner deemed by SBCTA to best protect the public interest in the prompt and economical completion of the work. The decision of SBCTA respecting the amount of a bid, or the existence or treatment of an irregularity in a bid shall be final.

8. The undersigned, as Bidder, declares that the only persons or parties interested in this Bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that the Bidder has carefully examined the location of the proposed work, any addenda issued, and the plans referred to herein, having become thoroughly familiar with the terms and conditions of the IFB, and the bidder hereby proposes, and agrees if this bid is accepted, that the Bidder will be bound by the terms and conditions set forth in Attachment "C" and all other requirements stated in these IFB documents.
9. It is understood that SBCTA reserves the right to reject the bid and that it shall remain open and not withdrawn for a period of sixty (60) calendar days from the date of the bid opening.
10. In accordance with Title VI of the Civil Rights Act of 1964 (the "Act"), as amended, which prohibits discrimination on the basis of race, color, and national origin, the Bidder will ensure its services are consistent with and comply with the obligations and procedures outlined in SBCTA's current, Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan. The Bidder certifies that it will comply with all requirements of the Act.
11. Bidder certifies that it has reviewed the insurance coverage requirements specified in Attachment "C." Should it be awarded the Contract, Bidder further certifies that it can meet all Contract requirements for insurance.

12. Bidder lists the names of all persons interested in the foregoing bid as principals:

IMPORTANT NOTICE: If Bidder is a corporation, state legal name of corporation and names of the president, secretary, treasurer, and manager authorized to execute this bid. If a partnership, state true name of firm and names of all individual partners comprising firm. If Bidder is an individual, state first and last names in full.

13. Bidder certifies under penalty of perjury under the laws of the State of California that the statements contained within this Bid are true and correct, and that the Bidder has complied with the requirements of section 11102 of the Fair Employment and Housing Council Regulations (2 California Code of Regulations § 11102). By my signature on this bid, I further certify, under penalty of perjury of the laws of the State of California, that the Non-Collusion Affidavit required under Public Contract Code section 7106 is true and correct.

This declaration is executed in California, at (place) _____ on (date) _____.

Business type: (Check only one) Corporation Partnership Sole Proprietorship

Corporation organized under the laws of the State of: _____

Bid and Certification submitted by _____

Company Name

SIGN HERE

Signature of Authorized Representative of Bidder

Print Name and Title

Note: If the Bidder is a corporation, the legal name of the corporation shall be set forth above with the signature of the officer authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, his/her signature shall be placed above. If signature is by an agent, other than an officer of a corporation or member of a partnership, a Power of Attorney must be on file with SBCTA prior to opening of bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and found non-responsive.

ATTACHMENT "BL"

BID LIST

IFB18-1001885

VIRTUAL NETWORK INFRASTRUCTURE UPGRADE PROJECT

Bid Items

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	VM HOST SERVER (SPECS TO BE DETERMINED BY BIDDER)	EA	3		
2	24TB TEGILE OR NIMBLE SAN STORAGE DEVICE	EA	1		
3	HP 10GB NETWORK SWITCH	EA	2		
4	MICORSOFT SERVER LIC. (IF APPLICABLE)	EA	3		
5	MICROSOFT SERVER CAL LIC.	EA	100		
6	VMWARE LIC (IF APPLICABLE)	EA	TBD		
7					
8					
9					
10					
11					
12					
				TOTAL BID PRICE* \$	

*Total Bid Price as submitted by Bidder shall include compliance with Attachment C – General Terms and Conditions.

I, the undersigned, hereby certify that this bid and the amount offered in this Bid are true and accurate to the best of my knowledge. The undersigned agrees that the bid amounts offered herein shall remain in effect throughout the full term of the resulting Purchase Order, including any and all extensions or modifications SBCTA chooses to exercise.

Title

Signature

Date

FORM "NC"

NONCOLLUSION AFFIDAVIT Public Contract Code section 7106

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on __ _ [date], at __ _ [city], __ _ [state].

Declarant

Firm Name

Address

City

State

Zip Code

Print Principle Name

Title

Signature

Date

Phone No.

Email

ATTACHMENT "C"

GENERAL TERMS AND CONDITIONS

GENERAL TERMS & CONDITIONS

SERVICES

- A. INVOICES** – Invoices shall be submitted monthly and within 15 calendar days after the end of each month. Invoices shall be submitted in a format acceptable to SBCTA. Invoices shall be submitted to the following:

Ap@gosbcta.com

PO No. _____

- B. FEDERAL, STATE AND LOCAL LAWS** - CONTRACTOR agrees that in the performance of this Contract, it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.
- C. INDEMNIFICATION** – CONTRACTOR agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA), and hold harmless SBCTA and its authorized officers, directors, employees, agents and volunteers (Indemnitees), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of or related to any act or omission of CONTRACTOR or any of its officers, employees, agents, subcontractors or volunteers and for any costs or expenses incurred by SBCTA on account of any such Claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONTRACTOR’s indemnification obligation applies to SBCTA’s “active” as well as “passive” negligence.
- D. INDEPENDENT CONTRACTOR** – It is understood and agreed that in the performance of this Purchase Order, CONTRACTOR shall at all times be considered an independent Contractor and not an employee of SBCTA. CONTRACTOR shall be responsible for employing and engaging all persons necessary to complete the work required under this CONTRACT.
- E. QUALIFICATIONS AND STANDARD OF WORK** – CONTRACTOR warrants that it is fully qualified to perform the work, and holds all applicable licenses, permits, and other necessary qualifications. CONTRACTOR shall perform and complete in a good and worker-like manner all the work pertaining thereto described in the Scope of Work, to furnish at its cost and expense all tools, equipment, labor and materials necessary therefore, except such materials as are specifically stipulated in the Purchase Order to be furnished by SBCTA, and to do everything required by this Contract.
- F. TERMINATION/SUSPENSION** – SBCTA may suspend the performance of this Contract in whole or in part, or terminate this Contract, with or without cause, by giving CONTRACTOR 30 calendar days’ written notice. Upon receipt of such notice, CONTRACTOR shall immediately discontinue its performance. Upon such suspension or termination by SBCTA, SBCTA shall pay CONTRACTOR for its services actually performed on or before the effective date of the suspension or termination, provided if this Contract is suspended or terminated on account of a default by CONTRACTOR, SBCTA will be obligated to compensate CONTRACTOR only for that portion of the services which are of direct and an

immediate benefit to SBCTA. Upon suspension or termination, CONTRACTOR shall immediately deliver to SBCTA any and all deliverables, whether or not completed, prepared by CONTRACTOR or given to CONTRACTOR in connection with this Contract. Such deliverables become the sole property of SBCTA. The rights of SBCTA under this section shall be in addition to any and all rights or remedies available to SBCTA under the law.

- G. AUDIT AND INSPECTION OF RECORDS** – SBCTA, or any of its designees, representatives or agents shall at all times have access during normal business hours to CONTRACTOR’s operations and products, wherever they are in preparation or progress, and CONTRACTOR shall provide sufficient, safe, and proper facilities for such access and inspection. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of any of their rights to require CONTRACTOR to comply with the Contract or to subsequently reject unsatisfactory work or products. CONTRACTOR also agrees to permit SBCTA to audit, at any reasonable time during the term of this Contract and for three (3) years thereafter, CONTRACTOR’s records pertaining to this Contract. BIDDER further agrees to maintain such records for at least three (3) years after the term of this Contract.
- H. GOVERNING LAW** - This Contract shall be governed by the laws of the State of California.
- I. NO IMPLIED WAIVER** - No payments, partial payment, acceptance, or partial acceptance SBCTA shall operate as a waiver on the part of SBCTA of any of its rights under this Contract.
- J. SBCTA PROPERTY** – Any reports, information, data, or other material given to or prepared or assembled by the CONTRACTOR under this Contract will become the property of SBCTA and will not be made available to any individual or organization by CONTRACTOR without prior written approval of SBCTA.
- K. ASSIGNMENT/CHANGES** – This Contract shall not be assigned or transferred without prior written consent of SBCTA. An approved change or addition, along with payment adjustments, will be effective upon a written amendment to this Contract executed by both Parties.
- L. INSURANCE** - Without in any way affecting the indemnity provision set forth herein, CONTRACTOR shall, at the CONTRACTOR’s sole expense, and prior to the commencement of any work, procure and maintain in full force, insurance with carriers and with terms and conditions acceptable to SBCTA through the entire term of this Contract. The policies shall be written by a carrier authorized to do business in the State of California with a recent A.M. Best rating of A-VII or better, and shall be written with at least the following limits of liability:
- 1. Professional Liability** – CONTRACTOR, at its own cost and expense, must maintain for the period covered by this Purchase Order, Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$3,000,000 in the aggregate for all claims. Coverage shall be solely dedicated to claims arising from professional services under this contract or Purchase Order. Professional Liability shall be made on a claims-made basis. If such policy contains a retroactive date for coverage of prior acts, this date will be prior to the date the CONTRACTOR begins to perform work under this Purchase Order. CONTRACTOR shall secure and maintain this insurance and “tail” coverage throughout the term of this Purchase Order and for a minimum of three (3) years after completion.

2. Workers' Compensation – Worker’s Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$1,000,000 per occurrence covering all persons providing labor or services on behalf of CONTRACTOR and all risks to such persons under this Purchase Order. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.
3. Commercial General Liability – Commercial General Liability insurance shall include coverage for Premises and Operations, Contractual Liability, Products/Completed Operations Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 in the aggregate written on an occurrence form. Also included shall be \$1,000,000 in the aggregate for Personal/Advertising, \$100,000 for Damages to Rented Premises and \$10,000 for Medical Expenses. For products and completed operations a \$2,000,000 aggregate shall be provided. Commercial General Liability insurance shall be primary and non-contributory with any insurance carried or administered by SBCTA.
4. Automobile Liability – To include owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 combined single limit.
5. Proof of Coverage – Cancellation – Prior to issuance of the Purchase Order or prior to commencing any Work, as SBCTA specifies, CONTRACTOR shall furnish SBCTA with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with all insurance requirements set forth herein and containing the provision that if the insurance company elects to cancel or non-renew coverage for any reason, the insurer will provide SBCTA thirty (30) days prior written notice of such cancellation or non-renewal, except that if the policy is cancelled for non-payment of premium, the insurer will provide SBCTA ten (10) days written notice. CONTRACTOR shall maintain such insurance for the entire term of this Contract. The certificate(s) of insurance are to include the Purchase Order number on the face of the certificate(s) and shall be submitted to the attention of SBCTA’s Procurement Analyst. SBCTA reserves the right to terminate the Contract or purchase additional insurance and bill the CONTRACTOR or deduct the cost thereof from any payments owed the CONTRACTOR.
6. Additional Insured – All policies, except for Worker’s Compensation and Professional Liability policies, shall contain endorsements naming the San Bernardino County Transportation Authority and its officers, employees, contractors, agents, and volunteers (“SBCTAParties”), as additional insured parties with respect to liabilities arising out to the performance of Work hereunder. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.
7. Waiver of Subrogation Rights – CONTRACTOR shall require the carriers of Commercial General Liability, Automobile Liability Pollution Liability and Workers Compensation to waive all rights of subrogation against SBCTA, its officers, employees, agents, volunteers, and CONTRACTOR. Such insurance coverage provided shall not prohibit CONTRACTOR or its employees or agents from waiving the right of subrogation prior to a loss or claim. CONTRACTOR hereby waives all rights of subrogation against SBCTA.
8. Subcontractor Insurance - All coverage for subconsultants shall be subject to all of the requirements stated herein. CONTRACTOR shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor.
9. Submission of Policies - If requested by SBCTA at any time, CONTRACTOR shall submit copies of all required insurance policies including endorsements.

If the CONTRACTOR maintains higher limits than the minimum shown above, SBCTA and the SBCTA Parties shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA and SBCTA Parties.

10. **Claims Made Insurance Forms** – If any of the above insurances are written on a claims-made form, the retroactive date must be set forth on the certificate and the policy or applicable endorsement, and must be before the date of the Purchase Order or the beginning of the work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Purchase Order effective date, the CONTRACTOR must purchase, provide and document extended period coverage for a minimum of five (5) years after completion of the work. A copy of the claims reporting requirements must be submitted to SBCTA for review.

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

M. ENTIRE CONTRACT – This Contract, including the Purchase Order and all attachments, represents the entire agreement between the parties with respect to the services which are the subject of this Contract. Any variance in the attachments does not affect the validity of the Purchase Order and the Purchase Order itself controls. All prior contracts, purchase orders, representations, statements, negotiations and undertakings whether oral or written are superseded hereby.