



SBCOG

REQUEST FOR PROPOSALS (RFP) 18-1001848

FOR

**SAN BERNARDINO COUNTYWIDE ZERO EMISSION
VEHICLES READINESS AND IMPLEMENTATION PLAN**

KEY RFP DATES

RFP Issue Date:	November 8, 2017
Pre-Proposal Conference Date:	November 21, 2017 @ 10:00 a.m.
Question Submittal Deadline:	November 28, 2017 @ 4:00 p.m.
Proposal Due Date:	December 5, 2017 @ 2:00 p.m.
Interview Date:	Tentatively January 3, 2018
Contract Award:	February 7, 2018
Notice To Proceed:	February 2018



November 8, 2017

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS (RFP) 18-1001848
“SAN BERNARDINO COUNTYWIDE ZERO EMISSION VEHICLES
READINESS AND IMPLEMENTATION PLAN” (“Project”)**

The San Bernardino Associated Governments, dba San Bernardino Council of Governments (“SBCOG”) invites proposals from qualified firms to provide the services as 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 SBCOG’s Awarding Authority, to have the selected firm under contract by February 2018. 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 SBCOG as identified in this RFP.

The RFP and all RFP schedule updates and addenda, together with other important information, are available on SBCTA’s website at: www.gosbcta.com and click on “Contracting”; the RFP is listed on the “Contracting” page under the heading “Current Open Bids”. The website is the official means of notification to all prospective proposers. Firms are requested to check the website 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 SBCOG 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., Tuesday, December 5, 2017.**

A Pre-Proposal Conference is scheduled for **10:00 a.m., Tuesday, November 21, 2017**, at SBCOG’s office located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA 92410, in the First Floor Board Room. Attendance at this Pre-Proposal Conference is encouraged but not mandatory. However, all proposers will be held accountable for compliance with all information and instructions given at the Pre-Proposal Conference.

All questions related to this RFP must be put in writing and submitted to SBCOG no later than **4:00 p.m., on Tuesday, November 28, 2017**. All questions must be clearly labeled, **“Written Questions”** and submitted electronically to:

Alicia Johnson
Procurement Analyst
procurement@gosbcta.com
RFP18-1001848

Questions received after the deadline may or may not be responded to at the sole discretion of SBCOG. Questions received by the deadline or responded to after the deadline at the discretion of SBCOG, and the written responses will be posted via written addendum on SBCTA’s website at www.gosbcta.com, click on “Contracting”, then, on the “Contracting” page, look under the heading “Current Open Bids.”

California Labor Code sections 1770 et seq. requires that certain consultants on public works projects pay their workers based on the prevailing wage rates which are established and issued by the Department of Industrial Relations, (<http://www.dir.ca.gov>). Proposers of this RFP agree to adhere to the Prevailing Wage requirement and use the wage schedules applicable at the time the work is performed, which can be obtained from the Department of Industrial Relations Internet site at (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Effective March 1, 2015, any consultant or subconsultant who submits a proposal or performs work that requires the payment of prevailing wages under state law must be registered with Department of Industrial Relations. This includes not only work performed by the building and construction trades, but also other types of work, including trucking, surveying, and testing, if that work is subject to prevailing wage requirements.

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

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.

SBCOG

REQUEST FOR PROPOSALS 18-1001848

FOR

**“SAN BERNARDINO COUNTYWIDE ZERO EMISSION
VEHICLES READINESS AND IMPLEMENTATION PLAN”**

I. PROPOSAL INSTRUCTIONS

A. INTRODUCTION

The San Bernardino Council of Governments (“SBCOG”) is soliciting proposals from qualified firms (“firms” or proposers”) to assist SBCOG with the San Bernardino Countywide Zero Emission Vehicles Readiness and Implementation Plan (“Project”).

B. CONTACT INFORMATION

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

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

Proposers are cautioned not to discuss this RFP with any official, Board Member or employee of SBCOG, 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 SBCOG 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 **10:00 a.m., Tuesday, November 21, 2017** at SBCOG’s office located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410, in the First Floor Lobby Board Room. Interested firms are strongly encouraged to attend the Pre-Proposal Conference, but no firm will be disqualified for failure to attend. However, all proposers will be held accountable for compliance with all information and instructions given at the Pre-Proposal Conference. Firms are asked to check-in with the Security Guard on the 1st Floor and be seated in the First Floor Lobby.

D. WRITTEN QUESTIONS/CLARIFICATIONS

All questions and or clarifications to this RFP, including questions that could not be specifically addressed at the Pre-Proposal Conference, must be put in writing and submitted electronically to procurement@gosbcta.com, and they must be received by SBCOG no later than **4:00 p.m., on Tuesday, November 28, 2017**. Questions received after the date and time specified may or may not be responded to, at the sole discretion of SBCOG. All questions/clarifications must be clearly labeled **“Written Questions”**. SBCOG is not responsible for failure to respond to questions that are not appropriately marked. SBCOG’s responses to the questions received by the date and time identified will be posted on SBCTA’s website at www.gosbcta.com, click on “Contracting”, then look under the heading “Current Open Bids.”

E. ADDENDA

Any changes to this RFP will be made by written addendum and posted on SBCTA’s website. SBCOG 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 List (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 SBCOG’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 SBCOG’s website or provided in the Pre-Proposal Conference as set forth above.

H. CONFLICT OF INTEREST

Any person or firm that has assisted SBCOG 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.

I. PRECONTRACTUAL EXPENSES

SBCOG 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 SBCOG.

J. IRAN CONTRACTING ACT OF 2010

Intentionally Omitted.

K. PREVAILING WAGES

The awarded firm shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages, including, but not limited to, California Labor Code Sections 1770 et. seq. It is required that all mechanics and laborers employed or working on this Project shall be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current wage schedules of the Department of Industrial Relations (DIR), Division of Labor. Firms seeking to perform work on SBCOG's projects must be registered on the DIR website in order to submit a proposal on state and local projects as defined under the Labor Code.

SBCOG will not accept a proposal and not award any contract without verification that the consultant and their subconsultants are currently registered. Consultants and subconsultants on all public works projects will be required to submit electronic certified payroll records (CPRs), to the Labor Commissioner on the DIR website. Firms are still required to submit CPRs directly to SBCOG for review, as well. The prime firm will be required to ensure that its subconsultants subject to prevailing wage requirements are properly registered with the DIR prior to proposal submittal.

L. MATERIALS FURNISHED BY SBCOG

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

M. DISADVANTAGED BUSINESS ENTERPRISES

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

II. PROPOSAL SUBMITTAL

Proposals are due at or before **2:00 p.m., Tuesday, December 5, 2017**. One original, five copies, and a CD or Flash Drive with a PDF version of the proposal, are to be submitted to:

**Alicia Johnson
Procurement Analyst
SBCOG
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
ATTENTION: PROPOSAL FOR RFP 18-1001848**

All proposals are to be submitted in a sealed package, clearly marked with RFP number and title and clearly marked with the proposer's name and address. Postmarks will not be accepted in lieu of receiving proposals by the date and time specified. **Proposals received after the date and time specified will be returned to the firm without further consideration or evaluation.**

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. SBCOG will contract with a single firm, person or entity only, not with a joint venture.

A. PROPOSAL CONTENT

The proposal is limited to 50 (8 ½" x 11") pages in no less than 11-point font. This page limit includes the Table of Contents, tabs and resumes. Charts and schedules may be included in 11" x 17" format. Each page must be consecutively numbered. Proposals and cover letters shall not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. The page limit does not include the outside cover, section dividers, or cover letter. Proposals that do not contain the required information will be deemed non-responsive and will not be considered.

If at any time during the RFP process a firm makes any changes to proposed key personnel or subconsultants, the firm must notify SBCOG in writing of those proposed changes as soon as they are known. SBCOG 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 SBCOG, SBCTA, or San Bernardino Associated Governments 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 or suspended from a contract, describe the facts and circumstances in detail. Firms shall refer to SBCOG Policy No. 11000 for details. Firms may download the Policy from SBCTA'S website at www.gosbcta.com, click on "Contracting", and then click on "Contractor Resources" under the heading "Important Documents".

3. Technical Information

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

a. Qualifications, Related Experience, and References

This section of the proposal should establish the ability of the proposed team to satisfactorily perform the required work by reasons of: experience in zero emission vehicle and infrastructure planning ; 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, partnership, sole proprietorship); number, size and location of offices; number of employees. Include confirmation that the prime and subconsultants are registered with the Department of Industrial Relations, if necessary.
- 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 nature similar 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 type of 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 a minimum of three (3) references for work of a nature similar to what is in this RFP. Furnish 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. 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. SBCOG 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 SBCOG, 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 SBCOG.

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

5. Price Proposal –

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

6. Scope of Work and / or Contract Exceptions

SBCOG 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 SBCOG'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. SBCOG will not negotiate exceptions or deviations not presented in the

proposal and may reject proposals where identified exceptions or deviations affect terms or conditions that SBCOG considers non-negotiable.

7. Appendices

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

III. ACCEPTANCE OF PROPOSALS

SBCOG 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. SBCOG reserves the right to withdraw or cancel this RFP at any time without prior notice and SBCOG makes no representation that any contract will be awarded to any firm responding to this RFP. SBCOG reserves the right to reject all proposals and to re-issue (or not) a new RFP for the same or similar Work. SBCOG 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 SBCOG's Procurement Manager at the address identified herein.

IV. CONSULTANT SELECTION CRITERIA AND WEIGHTS

The primary objective of SBCOG is to select a qualified firm to perform the Scope of Work for SBCOG at a fair and reasonable cost. In addition, SBCOG 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, capability to perform the required Work identified in the Scope of Work, and overall best value.
- D. Upon review of the proposals, a shortlist of firms within the competitive range will be invited to an interview tentatively scheduled for **Wednesday, January 3, 2018** at SBCOG'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, whose proposal best conforms to the RFP, which is in the opinion of SBCOG most advantageous to SBCOG, and with which a successful negotiation and agreement on cost and price can be concluded. The determination of the competitive range is at the sole discretion of SBCOG's Evaluation Committee.
- E. SBCOG reserves the right to reject any and all proposals and to negotiate with any responsible, responsive firm. SBCOG 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 SBCOG (“Awarding Authority”) to the firm that offers the best overall value to SBCOG. SBCOG 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; demonstrated ability to deliver quality products and services; demonstrated ability to deliver projects within budget and on schedule; and experience working with public agencies identified in this RFP. - 25%.
- **Proposed Staffing and Project Organization:** Technical expertise and professional competence in areas directly related to the work identified in the RFP; level of experience, certifications, licenses required and 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. - 25%.
- **Work Plan:** Depth of understanding of SBCOG’s needs and requirements; understanding of the Scope of Work. Proposer’s approach and methodology/systems reflecting the 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 - 35%.
- **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. - 15%.

G. SBCOG shall select the highest-ranked firms to participate in the interview process. The number of firms so invited shall be at the discretion of SBCOG, 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%. Upon completion of the interview, the Evaluation Committee shall compile their interview scores. The interview will be weighted - 60% and the technical proposal will be weighted 40% for a total of 100%.

V. NEGOTIATIONS AND AWARD

The contract, Scope of Work and price may be negotiated with the selected consultant. However, SBCOG may elect to not negotiate with any of the firms, and/or to 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 SBCOG until SBCOG's Awarding Authority approves the contract and the contract is fully executed.

VI. PROTEST INFORMATION

SBCOG has on file written protest procedures (Procedure 11007). Firms may download a copy from www.gosbcta.com: click "Contracting," then click on "Contractor Resources" under the heading "Important Documents".

VII. DEBRIEFING

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

VIII. PUBLIC RECORDS ACT

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

ATTACHMENT A – “SCOPE OF WORK”

Project Overview and Scope of Services

Development of a San Bernardino Countywide Zero Emission Vehicles Readiness and Implementation Plan

BACKGROUND

San Bernardino Council of Governments (SBCOG) is seeking qualified firms knowledgeable and experienced in zero emission vehicle (ZEV) readiness and technologies for developing a San Bernardino Countywide ZEV Readiness and Implementation Plan (Plan).

The Plan is being funded by a grant from the California Energy Commission (CEC) awarded to SBCOG as part of the CEC's solicitation for Zero-Emission Vehicle Regional Readiness and Planning. The total-not-to-exceed budget for this project is One Hundred Seventy-Five Thousand dollars (\$175,000). The awarded firm (Consultant) will be required to support the requirements of the grant as outlined in SBCOG's Scope of Work attached as Exhibit A. The Consultant shall also comply with the CEC's terms and conditions for subcontractors attached in CEC Exhibit C.

The purpose and goal of this Plan is to create a roadmap identifying ZEV charging infrastructure sufficient to support the County's projected number of ZEVs by 2020 and 2025. This is based on an extrapolation of the Governor's goals articulated in the 2014 California Statewide Plug-In Electric Vehicle Infrastructure Assessment. Through development of the Plan, Consultant will organize an informal working group consisting of SBCOG member cities and other interested stakeholders to assist in identifying ZEV readiness opportunities and potential "shovel-ready" projects with associated costs and other guidance documents that can be used as a roadmap for future ZEV infrastructure grant opportunities.

SCOPE OF WORK

The Consultant shall be responsible for the planning and preparation of a San Bernardino Countywide ZEV Readiness and Implementation Plan in accordance with CEC Exhibit C of this Scope of Work. The overall project objectives and key elements are outlined as follows:

- Ensure SBCOG/City participation during plan development by inviting all SBCOG cities to participate in an informal working group. The informal working group will contribute information to foster the sharing of research as it relates to ZEV readiness planning.
- Immediately assess countywide ZEV demand and infrastructure in each city to set the stage for identifying infrastructure.
- Evaluate ZEV infrastructure opportunities at Metrolink and transit stations to encourage the ZEV/transit link and take advantage of first/last mile strategy with commuters already accessing public transportation.
- Evaluate ZEV infrastructure opportunities at municipalities, government agencies, major employer worksites, retailers, destination locations, and multi-unit dwelling (MUD)

locations with a focus on disadvantaged communities (DAC) or serving residents of DACs communities whenever possible.

- Develop a list of potential “shovel-ready” projects with associated costs and other relevant guidance documents to take advantage of funding sources as they become available.

The Consultant in support of the project objectives and in coordination with SBCOG shall be responsible for the technical tasks identified in CEC Exhibit C and outlined as follows:

- Preparing an outline for development of the Plan
- Organization and ongoing implementation of the informal working group including but not limited to:
 - Preparation of invitations to SBCOG member cities and interested stakeholders and maintaining a membership roster
 - Organization of the working group meeting schedule
 - Planning and organizing working group meetings, including but not limited to preparing agendas, scheduling meeting locations, moderating and generating participation in the meetings, taking notes/documenting action items, and conducting necessary follow-up resulting from the meetings
 - Development of working group Goals & Objectives
- Conducting research and developing reports required for the development of the Plan which include:
 - Conducting a literature review report
 - Conducting a ZEV infrastructure inventory
 - Investigating ZEV opportunities at various locations
 - Developing a list of ZEV infrastructure opportunities
 - All developed reports will be finalized upon acceptance by SBCTA
- Coordination with interested stakeholders in development of the Plan such as Southern California Edison, ZEV infrastructure providers, local agencies, residents, business owners etc.
- Development of a Draft Plan
- Development of the Final Plan with final acceptance by SBCOG
- As needed, attending SBCOG Committee and Board of Director meetings, City Council meetings, CEC meetings, and other meetings as necessary for the project
- Providing monthly progress reports on the status of the project to SBCOG
- Meeting with SBCOG monthly or on an as-needed basis to discuss the project

PROJECT SCHEDULE AND DELIVERABLES

Consultant shall be responsible for the project deliverables and schedule as follows:

Task	Description	Duration
1.1	Kick-off Meeting with SBCOG	Notice to Proceed (NTP) + 1 Week
2.1	Issue Invitation to Cities and Stakeholders to Participate in Informal Working Group	
	Membership roster	NTP + 2 Months
	Agendas and notes from each meeting	Quarterly
2.2	Informal Working Group Goals, List of Members and Schedule of Meetings	
	Anticipated informal working group goals	NTP + 2½ Months
	Schedule of meetings	Quarterly
	Informal working group membership list	NTP + 2½ Months
	Critical Project Review Meeting	NTP + 2½ Months
3.1	Literature Review Report	NTP + 4 Months
3.2	Conduct ZEV Infrastructure Inventory	NTP + 6 Months
3.3	Investigate ZEV Infrastructure Opportunities	NTP + 8 Months
3.4	Develop List of ZEV Infrastructure Opportunities	
	List of locations	NTP + 10 Months
	Map of locations	NTP + 10 Months
	Estimated costs	NTP + 12 Months
	Guidance documents	NTP + 13 Months
	Funding source evaluation	NTP + 14 Months
3.5	Develop Draft Plan	NTP + 12 Months
	Draft San Bernardino Countywide ZEV Readiness and Implementation Plan	NTP + 13½ Months
	Comments from SBCOG	NTP + 14½ Months
3.6	Develop Final Plan	NTP + 18½ Months

ATTACHMENT B – “APPROVED PRICE FORM”

See Excel document titled Attachment B.

ATTACHMENT C – “PROPOSED CONTRACT”

CONTRACT NO. 18-1001848

BY AND BETWEEN

SBCOG

AND

FOR

**SAN BERNARDINO COUNTYWIDE ZERO EMISSION
VEHICLES READINESS AND IMPLEMENTATION PLAN**

This contract (referred to as “Contract”), is made and entered into by and between the San Bernardino Council of Governments, (“SBCOG”), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and _____ (“CONSULTANT”) whose address is _____. SBCOG and CONSULTANT are each a “Party” and are collectively the “Parties”.

RECITALS:

WHEREAS, SBCOG 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”) and CEC Exhibit C, in accordance with all applicable professional standards which are generally accepted in the State of California and with the terms and conditions expressed herein, and in the sequence, time, and manner defined herein. 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 SBCOG, with SBCOG’s satisfaction being based on prevailing applicable professional standards.

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

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCOG's Procurement Analyst and shall continue in full force and effect through June 30, 2020 unless otherwise terminated, or unless extended 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.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work, in compliance with all the terms and conditions of this Contract shall be on a Time & Materials basis. All obligations incurred in CONSULTANT's performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCOG) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is _____ Dollars (\$_____). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work", CEC Exhibit C and shall be reimbursed pursuant to Exhibit B "Price Form". The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B. Any travel expenses must be pre-approved by SBCOG and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the State Department of Personnel Administration rules. SBCOG will not reimburse CONSULTANT for any expenses not shown in Exhibit B or agreed to and approved by SBCOG as required under this Contract.
- 3.3 For personnel subject to prevailing wage rates as described in the California Labor Code, all wage increases that are the direct result of changes in the prevailing wage rates, are reimbursable.
- 3.4 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.
- 3.4.1 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.

- 3.4.2 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 SBCOG.
- 3.5 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCOG. It shall be CONSULTANT's responsibility to recognize and notify SBCOG in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.6 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 4. INVOICING

- 4.1 Payment to CONSULTANT as provided herein shall be payable in monthly billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCOG of an invoice prepared in accordance with 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 SBCOG, and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a one (1) month billing period and will be marked with SBCOG'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. Invoices shall include request for payment for Work (including additional services authorized by SBCOG) 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 SBCOG has received and approved all Work and deliverables. Invoices should be e-mailed to SBCOG at the following address:
ap@gosbcta.com
- 4.3 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCOG, 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. SBCOG 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, nor for any Work under any amendment to the Contract until SBCOG'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 SBCOG. 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 SBCOG. SBCOG reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCOG 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 SBCOG.

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 SBCOG for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCOG at the end of the period for which funds are available. When SBCOG 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 SBCOG from its obligation to compensate CONSULTANT for work already performed pursuant to this Contract. No penalty shall accrue to SBCOG 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 SBCOG, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCOG, the California Energy Commission, the California State Auditor, any other agency of the State, and authorized representatives of SBCOG, access to CONSULTANT's records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCOG 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 SBCOG and/or any state or federal agency funding this Project at any time. After CONSULTANT receives any audit recommendations, the cost or price proposal shall be adjusted by CONSULTANT and approved by SBCOG'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 SBCOG'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 SBCOG's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCOG 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 SBCOG or the Project, CONSULTANT shall immediately document such matters and notify SBCOG in writing. CONSULTANT shall also similarly notify SBCOG in regard to the possibility of any natural catastrophe, 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 SBCOG 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” and CEC Exhibit C (Exhibit C, Terms and Conditions, § 6). At a minimum, CONSULTANT shall submit monthly progress reports with their monthly invoices. The report shall be sufficiently detailed for SBCOG to determine if CONSULTANT is performing to expectations, or is on schedule, to provide communication of interim findings, and to sufficiently address any difficulties or problems encountered so remedies can be developed.

ARTICLE 11. TECHNICAL DIRECTION

11.1 Performance of Work under this Contract shall be subject to the technical direction of SBCOG’s Project Manager who will be identified in writing to the CONSULTANT, 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 SBCOG under the Contract.

11.1.4 SBCOG’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. SBCOG’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 CONSULTANT has identified exceptions to the Scope of Work in accordance with the provisions of this Contract; or
 - 11.2.7 Approves any demand or claim for additional payment.
- 11.3 Failure of CONSULTANT and SBCOG'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 "DISPUTES" Article herein.
- 11.4 All Technical Direction shall be issued in writing by SBCOG's Project Manager.
- 11.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCOG's Project Manager in the manner prescribed by this Article and within its authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCOG'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 SBCOG in writing within five (5) working days after receipt of any such instruction or direction, and shall request SBCOG to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, SBCOG 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 SBCOG 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 SBCOG. CONSULTANT will be advised of any such changes by written notification from SBCOG describing the change. This notification will not be binding on SBCOG until SBCOG's Awarding Authority has approved an amendment to this Contract.
- 12.2 Promptly after such written notification of change is given to CONSULTANT by SBCOG, 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 unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, sex, marital status, sexual orientation, age, political affiliation or disability (including HIV and

AIDS) or use of family care leave. 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 (Government Code Sections 12990 et seq.) and regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), 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. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part of it as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this provision to labor organizations with which they have a collective bargaining or other agreement.

- 13.2 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 SBCOG'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 SBCOG 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 SBCOG, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT agrees that CONSULTANT's staff designated by SBCOG's Executive Director as "Consultants" under the Political Reform Act shall timely file Statements of Economic Interest with the SBCOG Clerk of the Board.

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 reallocating any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONSULTANT shall notify SBCOG in writing 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 SBCOG's Project Manager. CONSULTANT shall not substitute any key personnel without the prior written consent of SBCOG. In the event that the Parties cannot agree as to the substitution of key personnel, SBCOG may terminate this Contract. Key Personnel are:

Name	Job Classification/Function

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 SBCOG 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 SBCOG, shall deliver to SBCOG the original of all such Products which shall become the sole property of SBCOG.
- 17.2 All materials, documents, data or information obtained from SBCOG's data files or any SBCOG-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCOG. 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 SBCOG.
- 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 SBCOG, any information obtained by CONSULTANT from or through SBCOG unless (a) the information was known to CONSULTANT prior to obtaining same from SBCOG pursuant to a prior contract, 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 SBCOG and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall not be publicly disclosed until released in writing by SBCOG except to the extent such materials and information become subject to disclosure by SBCOG 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 SBCOG's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCOG.

- 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 SBCOG unless otherwise agreed to in writing by both Parties.

ARTICLE 18. TERMINATION

- 18.1 Termination for Convenience - SBCOG 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 SBCOG's instruction, and shall turn over such Work in accordance with SBCOG's instructions.
- 18.1.1 CONSULTANT shall deliver to SBCOG all deliverables and work completed at time of termination and prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCOG. Upon such delivery, CONSULTANT may then invoice SBCOG 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 SBCOG 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 SBCOG'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, SBCOG may, without prejudice to any other rights or remedies SBCOG 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 SBCOG, SBCOG may take possession of the deliverables and finished Work by whatever method SBCOG may deem expedient. A waiver by SBCOG 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 SBCOG all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCOG 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 SBCOG, satisfactory in form and content to SBCOG and verified by SBCOG. 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, SBCOG 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 For Cause" above.

ARTICLE 20. CLAIMS

SBCOG shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by SBCOG in writing. SBCOG 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, at all times during the performance of the Work, and for such additional periods as required herein, CONSULTANT shall, at CONSULTANT's sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subconsultants of every tier performing any of the Work to procure and maintain such insurance specified below:

21.1.1 Professional Liability – The policies must include the following:

- \$1,000,000 per claim limits
- \$3,000,000 in the aggregate for all claims.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, this 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 (3) years after Contract completion.

21.1.2 Worker's Compensation/Employer's Liability Insurance – 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. SBCOG and CONSULTANT must be certificate holders and must be provided at least 30 days advance notice of cancellation, unless the cancellation is for non-payment, then at least 10 days advance notice of cancellation shall be provided. 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 Insurance – The policy must include the following:

- \$2,000,000 per occurrence limit for Property Damage or Bodily Injury;
- \$1,000,000 per occurrence limit for Personal Injury and Advertising injury;
- \$4,000,000 of General Aggregate for property damage or bodily injury, and personal injury and advertising injury;
- \$2,000,000 of aggregate limit for Products/Completed Operations Coverage. CONSULTANT shall maintain products and completed operations coverage for 10 years following the acceptance of Work or until all applicable statutes of limitations expire, whichever length of time is longer. Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.
- An endorsement stating that any aggregate limits apply on a “per project” and on a “per location” basis; the project name must be indicated under “Description of Operations and Locations.”
- The policy shall be endorsed to provide: “This insurance will be primary and noncontributory with any other insurance of the additional insureds.”

All commercial general liability insurance policies shall also include: premises-operations (including explosion, collapse and underground coverage) and products-completed operations coverage; severability of interests (full separation of insureds); contractual liability coverage (including coverage to the maximum extent possible for the indemnifications contained in this Contract); broad form property damage coverage (including completed operations); and a duty to defend in addition to (without reducing) the limits of the policy(ies). All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the commercial general liability 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 SBCOG's Risk Manager.

21.1.4 Umbrella/Excess CGL Insurance – The policy must include the following:

- \$5,000,000 umbrella or excess liability for any project with a Contract value of \$25,000,000 or less.
- Combined total for Commercial General Liability and Excess Liability limits of \$25,000,000 will be required for projects with a Contract value in excess of \$25,000,000.
- 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.

21.1.5 Commercial Auto Insurance. The policy must include the following:

- Auto Liability limits of not less than \$5,000,000 each accident
- Combined Bodily Injury and Property Damage Liability insurance
- Coverage must include owned autos, hired or non-owned autos

The commercial automobile liability insurance shall be written on the most recent edition of ISO form CA 00 01 or equivalent acceptable to SBCOG and shall include, without limitation, contractual liability coverage and additional insured status for the Additional Insureds named below. CONSULTANT waives all rights of subrogation against the Additional Insureds named below, for recovery of loss, injury and/or damages to the extent such loss, injury and/or damages are covered by the commercial automobile liability insurance required herein. 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 the same waiver of subrogation in favor of all parties named as Additional Insureds below, and CONSULTANT.

21.2 General Provisions

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

21.2.2 Additional Insurance Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall name San Bernardino Associated Governments, San Bernardino Council of Governments, San Bernardino County Transportation Authority, California Energy Commission, and their officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected

with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCOG to vicarious liability but shall allow coverage for SBCOG to the full extent provided by the policy.

- 21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCOG's Risk Manager, including certificates of insurance and the required additional insured endorsements, shall be provided to SBCOG's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCOG 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 SBCOG Project Manager's name on the face of the certificate. If requested in writing by SBCOG, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCOG.
- 21.2.4 Deductibles. Regardless of the allowance of exclusions or deductibles by SBCOG, CONSULTANT shall be responsible for any deductible amount and shall warrant that the coverage provided to SBCOG is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its subconsultants to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. All deductibles will be in amounts acceptable to SBCOG's Risk Manager. CONSULTANT will advise SBCOG in writing as to the amounts of any deductible, or as to any increase in any insurance deductible under any insurance required above. There will be no deductibles in excess of \$250,000 per occurrence, loss or claim under the insurance. There shall be no self-insured retention. SBCOG will have the right, but not the obligation, to pay any deductible due under any insurance policy. If SBCOG pays any sums due under any insurance required above, SBCOG may withhold said sums from any amounts due CONSULTANT. The policies shall not provide that any deductible or other payment required under the policy can be paid only by the named insured, and not by an additional insured.
- 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 exceptions of Professional Liability and Worker's Compensation, shall be endorsed to be primary coverage, and any coverage carried by any of the Additional Insureds named herein 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 SBCOG, 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. 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 SBCOG thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCOG ten (10) days prior written notice. In any event, CONSULTANT will provide SBCOG 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 SBCOG at procurement@gosbcta.com to the attention of SBCOG'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 Enforcement. SBCOG 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, SBCOG 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 responsibilities under the Contract, including but not limited to its obligations to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCOG 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.

21.2.9 No Waiver. Failure of SBCOG 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.

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

21.2.11 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCOG 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 SBCOG.

21.2.12 Special Risks or Circumstances. SBCOG 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 Intentionally omitted.

22.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCOG) and hold harmless SBCOG and its 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 SBCOG 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.

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 SBCOG 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 SBCOG when prepared, whether delivered to SBCOG 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 SBCOG in writing of the intended subcontracting and obtaining SBCOG'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 all subcontracts, regardless of the tier. If requested by SBCOG, CONSULTANT shall furnish SBCOG a copy of the proposed

subcontract for SBCOG's approval of the terms and conditions thereof and shall not execute such subcontract until SBCOG has approved such terms and conditions in writing. SBCOG's approval shall not be unreasonably withheld.

- 25.3 Approval by SBCOG 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 SBCOG. CONSULTANT shall have sole responsibility for managing all subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 26. RECORD INSPECTION AND AUDITING

SBCOG, its designees, representatives and agents shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCOG 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. SBCOG 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 SBCOG.

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 it 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 this Contract Articles, Exhibit A “Scope of Work”, Exhibit B “Price Form”, CEC Exhibit C (consisting of Exhibit A “Scope of Work,” and Exhibit C “Alternative and Renewable Fuel and Vehicle Technology Program (ARFVTP) Terms and Conditions”), SBCOG’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 and Exhibit C; second, Exhibits A and B ; third, SBCOG’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. In the event of a conflict between the Contract Articles and Exhibit C, Exhibit C 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 SBCOG in writing within three (3) business days of its discovery of the conflict and shall comply with SBCOG'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 SBCOG of any contact information changes within ten (10) business days of the change.

To CONSULTANT	To SBCOG
	1170 W. 3rd Street, 2nd Floor
	San Bernardino, CA 92410-1715
Attn:	Attn: Nicole Soto
	cc: Procurement Manager
Phone:	Phone: (909) 884-8276
Email:	nsoto@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 SBCOG’s Procurement Manager within thirty (30) calendar

days after notice thereof in writing, which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCOG's Executive Director. If the Executive Director fails to resolve the dispute within thirty (30) calendar days in a manner acceptable to CONSULTANT, then such dispute is appealable to a court of competent jurisdiction.

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

ARTICLE 36. CONFIDENTIALITY

Any SBCOG 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 SBCOG. Any communications with or work product of SBCOG'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 SBCOG.

ARTICLE 37. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by SBCOG 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 SBCOG.

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 SBCOG or their representatives.

ARTICLE 39. DRUG FREE WORKPLACE

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 (California Government Code sections 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 SBCOG. SBCOG's exercise of consent shall be within its sole discretion. Any purported assignment without SBCOG'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 CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770, and all Federal, State, and local laws and ordinances applicable to the Work.

42.2 Intentionally Omitted.

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, SBCOG 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.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work shall be borne in total by CONSULTANT. The failure of the project to achieve the performance goals and objectives stated in Exhibits A and C is not a basis for requesting re-performance unless the work conducted by CONSULTANT is deemed to have failed the foregoing standard of performance.

In the event CONSULTANT fails to perform in accordance with the above standard, or in the event of a breach of this provision, CONSULTANT shall take the necessary corrective actions CONSULTANT's sole expense. This includes re-performing, at CONSULTANT's own expense, any task which was not performed to the reasonable satisfaction of SBCOG. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. CONSULTANT shall work any overtime required to meet the deadline for the task at no additional cost to SBCOG. If re-performance within the original time limitations is not feasible, SBCOG shall provide a new schedule for re-performance. SBCOG shall have the option to direct CONSULTANT not to re-perform any task which was not performed to SBCOG's reasonable satisfaction. In the event SBCOG directs CONSULTANT not to re-perform a task, SBCOG and CONSULTANT shall negotiate a reasonable settlement for satisfactory work performed. If CONSULTANT does not take the necessary corrective action, SBCOG, 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 SBCOG for all expenses and costs incurred. No previous payment shall be considered a waiver of SBCOG's right to reimbursement.

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 SBCOG has any authority to bind SBCOG 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 SBCOG 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

SBCOG

By: _____
Name
Title

By: _____
Alan D. Wapner
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
Assistant General Counsel

CONCURRENCE

By: _____
Jeffery Hill
Procurement Manager

EXHIBIT A “SCOPE OF WORK”

EXHIBIT B “PRICE FORM”

ATTACHMENT D RFP FORMS

**CERTIFICATE OF COMPLIANCE WITH
INSURANCE REQUIREMENTS**

This form must be completed in its entirety and submitted along with
Consultant's response to the RFP.

INSURANCE REQUIREMENTS (check appropriate boxes below):

- Consultant has provided a copy of the insurance requirements contained in the San Bernardino Council of Governments (SBCOG) Contract Agreement to its agent/broker for review and discussion.

AND

- Consultant certifies that the company/individual is fully prepared to comply with the insurance requirements as detailed in the SBCOG Contract Agreement.

OR

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

Company/Individual Name

Print Name of Authorized Official

Signature of Authorized Official

Date Signed

Address

Phone Number

Email Address

Broker Information:
Name:

Address

Phone Number

Email Address

SAN BERNARDINO ASSOCIATED GOVERNMENTS

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 Associated Governments dba San Bernardino Council of Governments (SBCOG) shall receive or solicit a campaign contribution of more than \$250 from Bidder or Bidder's agent during the time of: 1) Bid solicitation; 2) Consideration of Bids received; and, 3) Awarding of a contract or execution of a purchase and sale agreement based on a Bid (collectively referred to as the "Proceeding"), and for 3 months following the conclusion of the Proceeding. This prohibition does not apply to the awarding of contracts that are competitively bid. In addition, Directors and alternates cannot participate in any such matters if they have received more than \$250 in campaign contributions within the last year from anyone financially interested in the Proceeding, such as Bidder and/or Bidder's agent.

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

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

A current list of the Board of Directors and alternates of the San Bernardino Council of Governments is attached as Attachment A.

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 SBCOG Director or alternate in the 12 months preceding the date of issuance of this Request for Bids/Requests for Proposals?

YES NO

If yes, please identify the Board member or alternate and date of contribution:

_____ 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

If yes, please identify the Board member or alternate and date of contribution:

_____ Date: _____

Answering yes to either of the two questions above does not preclude SBCOG 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.

BIDDER:

Signature of Bidder

Date

Name

Title

Company

Address

City, State, and Zip

ATTACHMENT A

SBCOG BOARD OF DIRECTORS AND ALTERNATES

Agency	Board Representative	Alternate
City of Adelanto	Rich Kerr	Jermaine Wright, Sr.
City of Barstow	Julie McIntyre	Carmen Hernandez
City of Big Bear Lake	Bill Jahn	Rick Herrick
City of Chino	Eunice Ulloa	Tom Haughey
City of Chino Hills	Ray Marquez	Art Bennett
City of Colton	Frank Navarro	Richard DeLaRosa
City of Fontana	Acquanetta Warren	Jesus Sandoval
City of Grand Terrace	Darcy McNaboe	Sylvia Robles
City of Hesperia	Bill Holland	Russell Blewett
City of Highland	Larry McCallon	Penny Lilburn
City of Loma Linda	Rhodes "Dusty" Rigsby	Ronald Dailey
City of Montclair	John Dutrey	Bill Ruh
City of Needles	Edward Paget	Jeff Williams
City of Ontario	Alan Wapner	Debra Dorst-Porada
City of Rancho Cucamonga	L. Dennis Michael	Diane Williams
City of Redlands	Jon Harrison	N/A
City of Rialto	Deborah Robertson	Edward Scott
City of San Bernardino	R. Carey Davis	James Mulvihill
City of Twentynine Palms	Joel Klink	Dan Mintz
City of Upland	Debbie Stone	Gino Filippi
City of Victorville	Jim Kennedy	James Cox
City of Yucaipa	David Avila	Bobby Duncan
County of San Bernardino 1 st District	Robert Lovingood	N/A
County of San Bernardino 2 nd District	Janice Rutherford	N/A
County of San Bernardino 3 rd District	James Ramos	N/A
County of San Bernardino 4 th District	Curt Hagman	N/A
County of San Bernardino 5 th District	Josie Gonzales	N/A
Town of Apple Valley	Curt Emick	Barbara Stanton
Town of Yucca Valley	Rick Denison	Merl Abel

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

PART I

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

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

Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million	<input type="checkbox"/> YES <input type="checkbox"/> NO
Fax	<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>If YES list DBE #:</i>
Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million	Age of Firm (Yrs.)
Fax	<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million	<input type="checkbox"/> YES <input type="checkbox"/> NO
Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million	<i>If YES list DBE #:</i>
Fax	<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million	Age of Firm (Yrs.)

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 <i>F Y E S list DBE #:</i> Age of Firm (Yrs.)
<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 <i>F Y E S list DBE #:</i> Age of Firm (Yrs.)
<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 <i>F Y E S list DBE #:</i> Age of Firm (Yrs.)
<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 <i>F Y E S list DBE #:</i> Age of Firm (Yrs.)
<i>Address</i>		<i>Fax</i>			
<i>City State ZIP</i>					