



**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
REQUEST FOR PROPOSALS (RFP) 25-1003210**

FOR

ON-CALL AUDIT AND PRICE REVIEW SERVICES

KEY RFP DATES

RFP Issue Date:	December 5, 2024
Pre-Proposal Conference Date:	N/A
Question Submittal Deadline:	December 19, 2024 at 4:00 p.m.
Proposal Due Date:	January 16, 2025 at 2:00 p.m.
Interview Date:	February 6, 2025
Contract Award:	April 2, 2025
Notice To Proceed:	April 2025

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



December 5, 2024

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS (RFP) 25-1003210,
“ON-CALL AUDIT AND PRICE REVIEW SERVICES”, (“Project”)**

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

Firms intending to submit proposals should note the “Key RFP Dates” on the cover of this RFP. It is our intention, subject to approval by SBCTA’s Awarding Authority, to have the selected firm under contract by April 2025. Firms submitting proposals will be evaluated based on qualifications, prior experience with the same or similar type of services identified in the attached Scope of Work, proposed staffing, the firm’s understanding of the needs and requirements of the Project, cost and price, and overall value to SBCTA as identified in this RFP.

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

Proposals are due on or before **2:00 p.m., Thursday/January 16, 2025**.

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

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.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

REQUEST FOR PROPOSALS 25-1003210

FOR

ON-CALL AUDIT AND PRICE REVIEW SERVICES

I. PROPOSAL INSTRUCTIONS

A. INTRODUCTION

The San Bernardino County Transportation Authority (“SBCTA”) is soliciting proposals from qualified firms (“firms” or “proposers”) to assist SBCTA with **on-call audit and price review services** (“Project”).

B. CONTACT INFORMATION

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

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

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

C. PRE-PROPOSAL CONFERENCE

Not Applicable

D. WRITTEN QUESTIONS/CLARIFICATIONS

All questions and/or requests for clarifications regarding this RFP must be put in writing and submitted electronically via Planet Bids no later than December 19, 2024. Questions received after the date and time specified may or may not be responded to, at the sole discretion of

SBCTA. SBCTA's responses to the questions received by the date and time identified herein will be posted on the Vendor Portal on SBCTA's website at www.gosbcta.com: click on "Doing Business", which will take you to the "Bids & RFPs" page. There, click on the tab "Vendor Portal."

E. ADDENDA

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

F. CONTRACT TYPE

A Time and Materials contract will be used for the Project. Any work provided by the selected firm that is not specifically covered by the contract will not be reimbursed. Please refer to the form of contract attached to this RFP for more detailed information.

G. INFORMED PROPOSER

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

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

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

I. CONFLICT OF INTEREST

Any person or firm that has assisted SBCTA in preparing any aspect of this RFP or any cost estimate associated with the Scope of Work related to this RFP is prohibited from submitting a proposal in response to this RFP. Firms that received assistance from any such person or entity, or who will use the services of such person or entity in performing the Work, will be disqualified. A firm who is prohibited from submitting a proposal in response to this RFP will not be prevented from participating in future projects to the extent that no direct conflict of interest exists at the time.

J. PRE-CONTRACTUAL EXPENSES

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

K. IRAN CONTRACTING ACT OF 2010

All proposers shall submit written certification, in accordance with Public Contract Code Section 2204(a), that at the time the proposal is submitted, the proposer signing the proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person (as defined in Public Contract Code Section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

Proposers are cautioned that making a false certification may subject the proposer to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code Section 2205.

L. PREVAILING WAGES

Intentionally Omitted

M. MATERIALS FURNISHED BY SBCTA

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

N. DISADVANTAGED BUSINESS OPPORTUNITIES

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

II. PROPOSAL SUBMITTAL

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

Proposals are due at or before 2:00 p.m., January 16, 2025. Proposals will be submitted electronically through SBCTA's Vendor Portal PlanetBids. To propose for this project vendors must be registered with PlanetBids.

A firm must accept the PlanetBids Terms and Conditions in order to proceed. Firms will have a series of tabs and may save their bid at any time as a Draft. Firms may edit the bid as often as they need to until the RFP closes. Please note that where two or more firms, persons or entities wish to submit one proposal in response to this RFP, they should do so on a prime/subconsultant basis rather than as a joint venture. SBCTA will contract with a single firm, person or entity only and not with a joint venture.

A. PROPOSAL CONTENT

The proposal is limited to a 50 page cap (8 ½” x 11”), in no less than 11-point font. Charts and schedules may be included in 11” x 17” (each counted as 1 page) format. Each page must be consecutively numbered. Proposals shall not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals that do not contain the required information will be deemed non-responsive and will not be considered. The page limit does not include the following:

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

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

All proposals must include the following information:

1. Cover Letter -

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

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

2. Contract Termination Circumstances -

If proposer has ever been terminated from a contract, describe the facts and circumstances in detail. If the proposer has never been terminated, state that the proposer has never been terminated.

3. Technical Information -

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

a. Qualifications, Related Experience, and References

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

Specifically:

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

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

b. Proposed Staffing and Project Organization

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

Specifically:

- Provide education, experience and applicable professional credentials of proposed staff.
- Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this Project, current assignment, level of commitment to that assignment, availability for this assignment, and how long each person has been with the firm. SBCTA reserves the right to review, approve and/or designate the positions and functions deemed to be “key” to the Project and request information concerning key personnel not listed as such by the proposer.
- Furnish brief resumes (not more than two [2] pages each) for the proposed key personnel.
- Include a Project organization chart that clearly delineates communication and reporting relationships among the project staff, including subconsultants.
- Include a statement that key personnel will be available to the extent proposed, or designated by SBCTA, for the duration of the Project, acknowledging that no person designated as "key" to the Project shall be removed or replaced without the prior written concurrence of SBCTA.

c. Project Approach/Work Plan

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

Specifically:

- Describe the approach and work plan for completing the tasks specified in the Scope of Work. The work plan shall be of such detail to demonstrate the firm’s ability to accomplish the project objectives and to meet the Project schedule.
- Outline sequentially the activities that would be undertaken in completing the tasks and specify who in the firm would perform the work.

- Furnish a Project schedule for each task and subtask in terms of elapsed weeks from commencement date.
- Identify methods that will be used to ensure quality control as well as budget and schedule control for the Project.
- Identify any special issues or problems that are likely to be encountered during this project and how will they be addressed.

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

4. Forms –

Proposers are required to complete and submit the following form, which are included in this RFP, with their proposal:

- Certificate of Compliance with Insurance Requirements
- Disclosure of Campaign Contributions to Board of Directors
- Consultant Questionnaire
- Iran Contracting Act of 2010 Certification Form

5. Price Proposal –

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

6. References –

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

7. Scope of Work and / or Contract Exceptions -

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

or deviations not presented in the proposal and may reject any exceptions or deviations that affect terms or conditions that SBCTA considers non-negotiable.

8. Appendices -

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

9. Confidential Documents -

Proposers are advised that any and all documents related to this procurement, upon the conclusion of this procurement, are considered public records and may be disclosed as such. Any sensitive or confidential information, and/or financial statements, should be submitted as a separate document, under separate cover, and marked as “Confidential.” Proposers are advised that marking information “Confidential” does not guarantee it will be exempt from disclosure under the California Public Records Act.

III. ACCEPTANCE OF PROPOSALS

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

IV. SELECTION CRITERIA AND WEIGHTS

The primary objective of SBCTA is to select a qualified firm to perform the Scope of Work for SBCTA at a fair and reasonable cost. In addition, SBCTA has established the following criteria for the selection process:

- A. The selection process shall be fair, open, and competitive.
- B. The selection of the firm will be based on clearly stated objectives identified in this RFP.
- C. Selection of the firm shall be based upon demonstrated competence, professional qualifications, experience and capabilities, and overall best value to perform the required Work identified in the Scope of Work.
- D. Upon review of the proposals, a shortlist of firms within the competitive range will be invited to an interview tentatively scheduled for **Thursday/February 6, 2025** at SBCTA’s office located at 1170 W. 3rd Street, San Bernardino, CA 92410. The contract will be awarded to the

firm who offers the overall best value, whose proposal best conforms to the RFP and which is, in the opinion of SBCTA, most advantageous to SBCTA, and with whom a successful negotiation and agreement on cost and price can be concluded. The determination of the competitive range is at the sole discretion of SBCTA's Evaluation Committee.

E. SBCTA reserves the right to reject any and all proposals and to negotiate with any responsible, responsive firm. SBCTA is under no obligation to award a contract for the Scope of Work. At the conclusion of the evaluation process, the Evaluation Committee will recommend to the body or officer having authority to award the Contract on behalf of SBCTA ("Awarding Authority") the firm that offers the best overall value to SBCTA. SBCTA may or may not engage in negotiations with firms who submit proposals; therefore, the firm's proposal should contain the most favorable terms and conditions including pricing, since the selection and award may be made without any discussion with any firm.

F. Proposals will be evaluated based on the criteria and weights identified herein.

- **Qualifications, Related Experience and References:** Firm's experience, years in business, and past and current client references; technical expertise and professional competence in areas directly related to this RFP; number of years' experience performing similar work; demonstrated ability to manage and coordinate the Work, deliver quality products and services, and deliver projects within budget and on schedule; and experience working with public agencies identified in this RFP. - **20 points**.
- **Proposed Staffing and Project Organization:** Technical expertise and professional competence in areas directly related to the work identified in the RFP; level of experience, possession of certifications and licenses required, and level of training of key personnel assigned, including subconsultants, if applicable; strength of experience and stability of proposed personnel; breadth and depth of resources, coordination of Work and quality control; availability of proposed staffing; and concurrence with restrictions on changes to key personnel. - **30 points**.
- **Work Plan:** Depth of understanding of SBCTA's needs and requirements and understanding of the Scope of Work. Proposer's approach and methodology/systems reflect ability to provide the requested Work. Demonstrated knowledge of the Work being requested; identification and knowledge of all requirements cited in the Scope of Work; and proposed technical and procedural innovations identified in the proposal - **20 points**.
- **Price:** Reasonableness of fee proposed. The price proposal follows prescribed format; includes breakdown of labor and expenses; is competitive with the marketplace of the same or similar services; and the proposed level of effort is consistent with the Scope of Work. **30 points**.

G. SBCTA shall select the highest ranked firms to participate in the interview process. The final number of firms so invited shall be at the discretion of SBCTA, but shall not be less than two. Firms who are invited to the interview will be asked a series of

questions which will be scored. SBCTA reserves the right to not conduct interviews when, in SBCTA's sole discretion, the circumstances warrant. The maximum score for the interviews is 100 points. Upon completion of the interview, the Evaluation Committee's scores will be compiled. The interview will be weighted **40%** and the technical proposal will be weighted **60%**.

V. NEGOTIATIONS AND AWARD

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

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

VI. PROTEST INFORMATION

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

VII. DEBRIEFING

Firms who submit a proposal in response to the RFP shall be notified in writing when: the firm was not selected to receive further consideration in the RFP process; the firm was selected for the interview process; and after the RFP Evaluation Committee's recommendation to award has been determined. Firms who were not awarded the contract may obtain a debriefing by contacting SBCTA's Procurement Analyst at nlopez@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 except as otherwise provided in this RFP, by submitting a proposal, the proposer waives all rights to confidentiality of any information submitted in the proposal and agrees to any and all such disclosures required or permitted by law. Proposals become the property of SBCTA when submitted and by submitting a proposal, the proposer agrees that SBCTA may use any information, documentation or writing contained in the proposal for any SBCTA purpose.

ATTACHMENT “A”
“SCOPE OF WORK”

**RFP 25-1003210
SCOPE OF WORK**

**ON-CALL AUDIT
AND
PRICE REVIEW SERVICES**

BACKGROUND

The San Bernardino County Transportation Authority (SBCTA) is the transportation planning agency for San Bernardino County. SBCTA manages joint regional planning efforts and works to develop an efficient multi-modal transportation system across the county.

SBCTA supports freeway construction projects, regional and local road improvements, train and bus transportation, railroad crossings, call boxes, ridesharing, congestion management efforts, and long-term planning studies. SBCTA administers major programs funded by Measure I, the half-cent sales tax collected throughout San Bernardino County to fund transportation upgrades. Voters approved the measure in 1989 and in 2004 overwhelmingly voted to extend it until 2040.

SERVICES

SBCTA is looking for one or more qualified firms to provide on-call support to help staff implement Board-adopted policies and Federal regulations concerning the procurement of goods and services.

Pre-Award Price Review Requirements

- 1) Ensuring that the proposed labor rates, overhead rate (home and field), other direct costs, and fixed fees are reasonable, allowable, allocable, and compliant with the Federal Acquisition Regulations (FAR) Part 31.2;
 - A California Department of Transportation (Caltrans) Acceptance ID is acceptable if it matches the proposed rate. Documentation from Caltrans showing the accepted rate is required.
- 2) Evaluating if the pricing or cost data is up-to-date, accurate, and complete. Additionally, assess whether the Contractor's accounting system is sufficient for identifying, recording, and tracking costs; separating direct and indirect costs; and ensuring consistent accounting practices.
- 3) Requesting Caltrans Local Assistance Procedures Manual (LAPM) Consultant Annual Certification of Indirect Costs and Financial Management System (form 10K) from Prime contractors and Subcontractors.

SBCTA will perform pre-award price reviews for competitive procurements exceeding \$150,000 when the proposal is assessed based on technical merit rather than cost. These procurements generally are for:

- Architectural and Engineering Services

Additionally, SBCTA may conduct pre-award price reviews of the following types of procurements:

- Single bid procurements
- Sole source procurements

Approximately 5 - 10 pre-award price reviews are required to be performed each fiscal year.

Other services may include audits and agreed-upon procedures to review reimbursement requests for programs, such as Project Advance Agreements and other pre-expenditures.

Audits Conforming to LAPM

LAPM Chapter 10 Consultant Selection

10.1.3 A&E Consultant Audit and Review Process, page 12, January 2024 or current equivalent.

This section outlines the audit and review process for A&E contracts that at any time use state or federal funds. All proposed A&E contracts and supporting documents are subject to audit or review by Caltrans' Independent Office of Audits and Investigations (IOAI), other state audit organizations, or the federal government.

Applicable Standards

State and federal requirements listed below, and specific contract requirements, serve as the standards for audits and reviews performed.

Local agencies, consultants, and subconsultants are responsible for complying with state, federal, and specific contract requirements. Local agencies are responsible for determining the eligibility of costs to be reimbursed to consultants.

Applicable standards include, but are not limited to:

- LAPM
- State and Federal agreements between local agencies and Caltrans, (i.e., Master Agreements);
- Project Program Supplemental Agreements;
- 23 United States Code (U.S.C.), Section 112 – Letting of Contracts;
- 40 U.S.C., Chapter 11-- the Brooks Act;
- 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services;
- 23 CFR, Chapter 1 - Federal Highway Administration, Department of Transportation;
- 48 CFR, Federal Acquisition Regulation (FAR), Chapter 1, Part 31 - Contract Cost Principles and Procedures;
- 48 CFR, Chapter 99 – Cost Accounting Standards (CAS);
- 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- United States Government Accountability Office, Government Auditing Standards - Generally Accepted Government Auditing Standards (GAGAS);
- California Government Code sections 4525-4529;
- Proposed contract terms and conditions; and
- American Association of State Highway and Transportation Officials Audit Guide

Pre-Award Price Reviews

All pre-award price reviews shall be conducted following Government Auditing Standards issued by the Comptroller General of the United States as well as the cost principles identified in 48 CFR part 31. Auditing Firms will be selected from a pre-established or on-call list of firms to perform the

pre-award price reviews on a sequential basis. Each of the pre-award price reviews should include some or all of the following objectives:

- a. To ensure that the proposer’s proposed labor rates, overhead rates, other direct costs, and fixed fee are reasonable, allowable, and allocable and in conformity with the Federal Acquisition Regulations;
- b. To ensure the proposer(s) complied with applicable prevailing wage rates;
- c. To ascertain that the pricing or cost data are current, accurate, and complete;
- d. To determine whether the proposer(s) is financially sound and stable; and
- e. To determine the adequacy of the proposer’s accounting systems in order to identify, account for, record, and accumulate costs; to identify and segregate direct and indirect costs; and to determine consistency in accounting treatment of costs.

Written Reports

Independent Accountant’s Report for Applying Agreed-Upon Procedures (AUP) will be issued for each pre-award price review performed. In addition to AUP exceptions, all issues or concerns arising while performing the AUPs, such as internal control issues, should be provided in the report. Reports will be submitted to SBCTA’s Chief Financial Officer.

Other Services

SBCTA may request, on an as-needed basis, other auditing services relative to the finance and procurement functions, such as closeout audits for capital construction projects or other service contracts. For example, review of expenditures covered by Measure I revenue for compliance with the expenditure plan and program policies. Also, a review of internal control procedures and policies based on criteria outlined in Internal Control-Integrated Framework published by the Committee of Sponsoring Organizations of the Treadway Committee (the COSO Report), as well as the criteria for effective financial management systems established by the DTA, based on 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements on State and Local Governments (which was superseded by 2 CFR Part 200 and 2 CFR Part 1201 (for exceptions that the Department of Transportation received), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

***** END OF SCOPE OF WORK *****

ATTACHMENT “B”
“PRICE PROPOSAL FOR TIME AND MATERIALS”

ATTACHMENT “C”
“PROPOSED CONTRACT”

CONTRACT NO. 25-1003210

BY AND BETWEEN

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

AND

FOR

ON-CALL AUDIT AND PRICE REVIEW SERVICES

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

RECITALS:

WHEREAS, SBCTA requires certain work services as described in Exhibit "A" of this Contract; and

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

- 1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A "Scope of Work" ("Work"), in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein, but only upon SBCTA's issuance of and in accordance with the terms and instructions contained in one or more written Contract Task Orders ("CTO") executed by both parties. The word "Work" includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with SBCTA's satisfaction being based on prevailing applicable professional standards.

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

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed or Notice of Executed Contract (NTP) issued by SBCTA's Procurement Division, and shall continue in full force and effect through April 30, 2030, until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of Services in compliance with all the terms and conditions of this Contract and any CTOs issued, shall not exceed the amount set forth in 3.2 below.
- 3.2 The total Not-To-Exceed Amount for all CTOs issued to the Bench of CONSULTANTS is (\$ _____). All services shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B "Price Proposal for Time and Materials" and the executed CTO. The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and shall include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Exhibit B. SBCTA will not reimburse for any expenses not shown in Exhibit B.
- 3.3 As audit and price review services are required, SBCTA will issue a request for CTOs based on services and costs identified in 3.2 above. SBCTA does not guarantee any certain number of CTOs will be issued during the term of this Contract. Award of CTOs is at the sole discretion of SBCTA.
- 3.4 INTENTIONALLY OMITTED.
- 3.5 INTENTIONALLY OMITTED
- 3.6 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.

ARTICLE 4. INVOICING

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

ap@gosbcta.com

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

- 4.3 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 4.4 INTENTIONALLY OMITTED
- 4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP or the issuance of an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.
- 4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue

joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.

4.7 INTENTIONALLY OMITTED

ARTICLE 5. TAXES, DUTIES AND FEES

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

ARTICLE 6. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work will or may be affected by a shortage of funds, it will promptly notify CONSULTANT. Nothing herein shall relieve SBCTA from its obligation to compensate CONSULTANT for work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

ARTICLE 7. PERMITS AND LICENSES

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

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

8.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA and/or its authorized representatives access to Consultants' records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.

8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA. After CONSULTANT receives any audit recommendations, the cost or price proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered

a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report

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

ARTICLE 9. RESPONSIBILITY OF CONSULTANT

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

9.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCTA or the Project, CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

ARTICLE 10. REPORTING AND DELIVERABLES

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

ARTICLE 11. TECHNICAL DIRECTION

11.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, identified in Section 1.2, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:

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

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

- 11.1.3 Review and, where required by the Contract, approval of technical reports and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
- 11.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are limited to: substitutions of personnel identified in the Contract, including Key Personnel and subconsultants; modifications to classifications, hourly rates and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All such modifications will be documented in writing between the Parties.
- 11.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
 - 11.2.1 Increases or decreases the Scope of Work;
 - 11.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
 - 11.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;
 - 11.2.4 In any manner causes an increase or decrease in the Contract price as identified in the "COMPENSATION" Article or the time required for Contract performance;
 - 11.2.5 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
 - 11.2.6 Interferes with CONSULTANT's right to perform the terms and conditions of the Contract unless identified herein; or
 - 11.2.7 Approves any demand or claims for additional payment.
- 11.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the "DISPUTES" Article herein.
- 11.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 11.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, SBCTA shall:
 - 11.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.

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

ARTICLE 12. CHANGES

- 12.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONSULTANT will be advised of any such changes by written notification from SBCTA describing the change. This notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved an amendment to this Contract.
- 12.2 Promptly after such written notification of change is given to CONSULTANT by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.
- 12.3 Notwithstanding anything herein this Agreement to the contrary, if, at any time during the Term, after being notified of a change to the Work, CONSULTANT determines in CONSULTANT's sole discretion that implementation of such a change would impair CONSULTANT's independence in accordance with professional standards, and CONSULTANT declines to so comply with the change in Work, CONSULTANT shall provide SBCTA with timely written notice of such election. SBCTA may then timely choose to waive in writing the requirement for compliance with the change to CONSULTANT, or to terminate the applicable this Agreement, for convenience, without liability or penalty to either party.

ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY

- 13.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military or veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- 13.2 The CONSULTANT and all subconsultants shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, CONSULTANT and all subconsultants will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 14. CONFLICT OF INTEREST

CONSULTANT agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA as to the Project.

CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONSULTANT or its employees or agents. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential.

- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA. CONSULTANT shall not release any reports, information or promotional material related to this Contract for any purpose without prior written approval of SBCTA.
- 17.5 All press releases or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 17.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

ARTICLE 18. TERMINATION

- 18.1 Termination for Convenience - SBCTA shall have the right at any time, without cause, to terminate further performance of Work by giving thirty (30) calendar days' written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 18.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants, as well as any materials furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of

the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.

18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.

18.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONSULTANT, or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.

18.2.1 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.

18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.

ARTICLE 19. STOP WORK ORDER

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

ARTICLE 20. CLAIMS

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

ARTICLE 21. INSURANCE

21.1 Prior to commencing the Work, subject to the provisions of Article 21.2 “General Provisions”, and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT’s and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$3,000,000 per claim
- An annual aggregate limit of not less than \$9,000,000
- Coverage shall be appropriate for the CONSULTANT’s profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT’s professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.

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

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

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

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

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary, excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$5,000,000 each occurrence with 7,000,000 aggregate.**

- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$5,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
- If a general aggregate applies, it shall apply separately to this project/location. The SBCTA contract number and a brief explanation of the project/work must be indicated under “Description of Operations/Locations” (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

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

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

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

21.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$2,000,000** each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21.1.6 Pollution Liability. Intentionally Omitted

21.1.7 Technology Professional Liability Errors and Omissions Insurance. Shall be appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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

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

21.1.8 Railroad Protective Liability. Intentionally Omitted

21.2. General Provisions

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

- 21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority, San Bernardino Council of Governments, and their officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.
- 21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-consultants to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval, no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.

- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13, to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days' prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days' prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at insurance@gosbcta.com, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 21.2.8 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any

provision or definition that would serve to eliminate so-called “third-party-over action” claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers’ compensation, or to undertake self-insurance in accordance with the provisions of that code.

- 21.2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT’s compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.
- 21.2.10 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 21.2.11 Project Specific Insurance. Intentionally Omitted
- 21.2.12 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 21.2.13 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change, any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.
- 21.2.14 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate

to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.

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

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

ARTICLE 22. INDEMNITY

22.1 Intentionally omitted.

22.2 CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, SBCOG, SBCOG's Entities, and their authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by any Indemnitee(s) on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to Indemnitees' "active" as well as "passive" negligence, but does not apply to the "sole negligence" or "willful misconduct," within the meaning of Civil Code section 2782, of any Indemnitee.

ARTICLE 23. ERRORS AND OMISSIONS

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

ARTICLE 24. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONSULTANT under this Contract, subject to section 17.1, shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.

ARTICLE 25. SUBCONTRACTS

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

- 25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA's approval shall not be unreasonably withheld.
- 25.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have sole responsibility for managing all of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 26. RECORD INSPECTION AND AUDITING

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

ARTICLE 27. INDEPENDENT CONTRACTOR

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

ARTICLE 28. ATTORNEY'S FEES

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

ARTICLE 29. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino

ARTICLE 33. DISPUTES

33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Procurement Manager within thirty (30) calendar days after notice thereof in writing, which notice shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by 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, or representatives shall not offer or give to any officer, official, agent or employee of SBCTA, any gift, entertainment, payment, loan, or other gratuity.

ARTICLE 35. REVIEW AND ACCEPTANCE

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

ARTICLE 36. CONFIDENTIALITY

See Article 17.

ARTICLE 37. EVALUATION OF CONSULTANT

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

ARTICLE 38. SAFETY

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

ARTICLE 39. DRUG FREE WORKPLACE

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq.; the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103, et seq.; U.S. DOT regulations, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 49 CFR Part 32; and U.S. OMB regulatory guidance, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 2 CFR Part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 CFR Part 32.

ARTICLE 40. ASSIGNMENT

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

ARTICLE 41. AMENDMENTS

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

ARTICLE 42. PREVAILING WAGES

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, SBCTA has the right to terminate this Contract without liability, pay only for the value of the Work actually performed, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 44. FORCE MAJEURE

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

ARTICLE 45. WARRANTY

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

ARTICLE 46. ENTIRE DOCUMENT

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

ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 48. EFFECTIVE DATE

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

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

IN WITNESS WHEREOF, the Parties hereto have executed this Contract below.

CONSULTANT

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Name
Title

By: _____
Ray Marquez
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Name
Title

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

Date: _____

CONCURRENCE

By: _____
Alicia J. Bullock
Procurement Manager

Date: _____

EXHIBIT “A”
“SCOPE OF WORK”

EXHIBIT “B”
“PRICE PROPOSAL FOR TIME AND MATERIALS”

**ATTACHMENT “D”
RFP FORMS**

**CERTIFICATE OF COMPLIANCE WITH
INSURANCE REQUIREMENTS**

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

INSURANCE REQUIREMENTS: (check appropriate boxes below)

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

AND

- Consultant certifies that the company or individual is fully prepared to secure the necessary insurance coverage and limits as detailed in the SBCTA Contract and comply with all insurance requirements. Any objection to, inability to meet, or request for substitution for the stated insurance requirements, shall be deemed waived, if not stated in Consultant's response to this solicitation.

OR

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

Company Information:

Company/Individuals Name

Address

City	State	Zip Code
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Principal Name	Title
-----------------------	--------------

Principal Signature	Date
----------------------------	-------------

Phone	Email Address
--------------	----------------------

Broker Information:

Broker Name

Address

City	State	Zip Code
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Phone Number	Email Address
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**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
DISCLOSURE OF CAMPAIGN CONTRIBUTIONS TO BOARD OF DIRECTORS**

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

No Member or Alternate of the Board of Directors of the San Bernardino County Transportation Authority shall receive or solicit a campaign contribution of more than \$500 from Proposer or Proposer’s agent during the time of: 1) Proposal solicitation; 2) Consideration of Proposals received; and 3) Awarding of a contract or execution of a purchase and sale agreement based on a Proposal (collectively referred to as the “Proceeding”), and for 12 months following the conclusion of the Proceeding. This prohibition does not apply to the awarding of contracts that are competitively bid. In addition, Board Members and Alternates cannot participate in any such matters if they have received more than \$500 in campaign contributions within the last year from anyone financially interested in the Proceeding, such as Proposer and/or Proposer’s agent.

Pursuant to these requirements, Proposer shall disclose any campaign contribution in an amount of more than \$500 made by Proposer, and/or Proposer’s agent, to any Board Member or Alternate within 12 months from the date of the Board’s final decision to award or contract with Proposer (as applicable). For the purpose of this disclosure obligation, contributions made by Proposer within the preceding 12 months shall be aggregated with those made by Proposer’s agent within the preceding 12 months or the period of the agency relationship between the Proposer and Proposer’s agent, whichever is shorter. In addition, Proposer and/or Proposer’s agent shall not make a contribution of more than \$500 to a Board Member or Alternate during the Proceeding and for 12 months following the conclusion of the Proceeding.

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

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to any SBCTA Board Member or Alternate in the preceding 12 months?

_____ YES _____ NO

Board Member/Alternate

Name: _____ Date: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$500 to any SBCTA Board Member or Alternate?

_____ YES _____ NO

Board Member/Alternate

Name: _____ Date: _____

Answering yes to either of the two questions above does not preclude SBCTA from awarding a contract to your firm. It does, however, preclude the identified SBCTA Board Member or Alternate from participating in the contract award Proceeding and decision.

A current list of the Board of Members and Alternates of the San Bernardino County Transportation Authority is attached.

(CONTINUED)

PROPOSER INFORMATION:

Company Name

Address

City

State

Zip Code

Proposer Name

Title

Proposer Signature

Date

Phone

Email Address

SBCTA BOARD OF DIRECTORS AND ALTERNATES

Agency	Board Representative	Alternate
City of Adelanto	Daniel Ramos	Gabriel Reyes
City of Barstow	Carmen Hernandez	Marilyn Kruse
City of Big Bear Lake	Rick Herrick	Randall Putz
City of Chino	Eunice Ulloa	Marc Lucio
City of Chino Hills	Ray Marquez	Brian Johsz
City of Colton	Frank Navarro	David Toro
City of Fontana	Acquanetta Warren	Peter Garcia
City of Grand Terrace	Bill Hussey	Doug Wilson
City of Hesperia	Rebekah Swanson	Brigit Bennington
City of Highland	Larry McCallon	Penny Lilburn
City of Loma Linda	Ron Dailey	Ovidiu Popescu
City of Montclair	John Dutrey	Tenice Johnson
City of Needles	Janet Jernigan	Kirsten Merritt
City of Ontario	Alan Wapner	Paul Leon
City of Rancho Cucamonga	L. Dennis Michael	Lynne Kennedy
City of Redlands	Paul Barich	Mario Saucedo
City of Rialto	Deborah Robertson	Andy Carrizales
City of San Bernardino	Helen Tran	Damon Alexander
City of Twentynine Palms	Joel Klink	Daniel Mintz, Sr.
City of Upland	Rudy Zuniga	James Breitling
City of Victorville	Debra Jones	Bob Harriman
City of Yucaipa	Bobby Duncan	Matt Garner
County of San Bernardino 1 st District	Paul Cook	N/A
County of San Bernardino 2 nd District	Jesse Armendarez	N/A
County of San Bernardino 3 rd District	Dawn Rowe	N/A
County of San Bernardino 4 th District	Curt Hagman	N/A
County of San Bernardino 5 th District	Joe Baca, Jr.	N/A
Town of Apple Valley	Art Bishop	Larry Cusack
Town of Yucca Valley	Rick Denison	Robert Lombardo

Updated by Jenny Holliday 09/11/2024

CONSULTANT QUESTIONNAIRE

CONSULTANT NAME: _____

ADDRESS: _____

1. BUSINESS ORGANIZATION

1.1 How many years have you been in business? _____

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

1.2.1 Under what other names have you conducted business? _____

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

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

1.4.1 Date of incorporation: _____

1.4.2 State of incorporation: _____

1.4.3 California Secretary of State Entity ID Number: _____

1.4.4 Names and titles of corporate officers: _____

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

1.5.1 Date of formation: _____

1.5.2 State of formation: _____

1.5.3 California Secretary of State Entity ID Number: _____

1.5.4 Is LLC managed by managers or members? _____

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

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

1.6.1 Date of organization: _____

1.6.2 Type of partnership: _____

1.6.3 California Secretary of State Entity ID Number: _____

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

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

1.7.1 Date of organization: _____

1.7.2 Name of owner: _____

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

1.9 Number of owned autos: _____

1.10 Number of employees: _____

2. LICENSING

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

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

3. EXPERIENCE

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

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

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

Year _____	\$ _____
Year _____	\$ _____
Year _____	\$ _____
Year _____	\$ _____
Year _____	\$ _____

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

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

4. CLAIMS

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

IRAN CONTRACTING ACT OF 2010 CERTIFICATION FORM

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

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

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

- In accordance with Public Contract Code Section 2204(a), Proposer/Bidder, at the time the proposal or bid is submitted, it is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person (as defined in Public Contract Code Section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person that engages in investment activities in Iran as described in subdivision (b) of Public Contract Code Section 2202.5.
- In accordance with Public Contract Code Section 2204(b), Proposer/Bidder is authorized to submit this bid or proposal pursuant to one of the following (*REQUIRED: SELECT ONE OF THE FOLLOWING*):
 - FOR USE ONLY BY PROPOSERS/BIDERS GRANTED SPECIFIC PERMISSION BY SBCTA TO SUBMIT A PROPOSAL OR BID: Proposer/Bidder is authorized to submit this proposal or bid pursuant to Section 2203(c) and further certifies all of the following to be true: (1) the investment activities in Iran were made before July 1, 2010; (2) the investment activities in Iran have not been expanded or renewed after July 1, 2010; (3) the appropriate awarding body for SBCTA has determined it to be in the best interest of SBCTA to contract with proposer or bidder; and (4) Proposer/Bidder has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran;
 - FINANCIAL INSTITUTIONS ONLY: Proposer/Bidder certifies it is authorized to submit this proposal or bid pursuant to Section 2203(d) and further certifies it is a financial institution that extends twenty million (\$20,000,000) or more in credit to another person for 45 days or more and the person using the credit to provide goods or services in the energy section of Iran is a person permitted to submit a bid or proposal pursuant to Section 2203(c).

Proposer/Bidder acknowledges and understands that making a false certification may subject it to civil penalties, termination of existing contract, and ineligibility to bid or proposed on a contract for a period of three (3) years in accordance with Public Contract Code Section 2205.

PROPOSER OR BIDDER INFORMATION:

Company Name

Address

City

State

Zip Code

Authorized Representative: Name

Title

Authorized Representative: Signature

Date

Phone

Email Address

**ATTACHMENT “E”
REFERENCE FORM**

<ON COMPANY LETTERHEAD>

REFERENCE FORM
(Sample Cover Letter)

Date:

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

SUBJECT: Request for Proposal (RFP) 25-1003210

Dear _____,

San Bernardino County Transportation Authority (SBCTA) has released Request for Proposal (RFP) 25-1003210 for On-Call Audit and Price Review Services to perform audit and price review services.

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

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

The questionnaire is due **no later than** (insert proposal due date and time), however, if you could submit the questionnaire sooner it would be greatly appreciated.

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

Sincerely,

Reference Name
Title



**RFP 25-1003210
CONSULTANT REFERENCE CHECK
PROPOSING FIRM/PROJECT MANAGER
NAME _____**

BELOW TO BE COMPLETED BY REFERENCE AGENCY/FIRM:

REFERENCE Project Owner/Agency Name _____

Address _____

City _____ State _____ Zip Code _____

Contact Name _____ Contact Title _____

Phone _____ Email Address _____

What role did the firm/key person serve on the project?

What services did the firm/key person provide for the project?

Ratings:	3 - Excellent	2 - Good	1 - Satisfactory	0 - Poor
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(N/A IF NOT APPLICABLE - PROVIDE AN EXPLANATION IN THE COMMENTS SECTION)

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

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

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

Additional Comments (Use additional sheets as necessary):

Print Contact Name Title

Contact Signature Date

Please Submit to:
San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Fl., San Bernardino, CA 92410
Phone: (909) 884-8276 - Email: nlopez@gosbcta.com