



Request for Proposals
For
Coordinated Public Transit – Human Services Transportation
Plan

Issued: TBD

Questions Due: TBD

Deadline for Submission: TBD

Submit all questions and proposals to:

<https://secure.procorenow.com/portal/SBCAG>

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PROJECT INTRODUCTION

The purpose of the Coordinated Public Transit-Human Services Transportation Plan update is to identify unserved and underserved populations and find ways to improve transit service delivery to meet their needs while also creating a plan that, when implemented, will provide for high-quality transit service over the long term by accounting for evolving needs. The existing plan was developed in 2006 and is obsolete due to its age, demographic changes, service changes, and funding sources. The plan update will find efficiencies in the multimodal transportation system and recommend expansions where needed. Disadvantaged and other vulnerable population groups will benefit by realizing improved transit options to meet their daily needs.

The study area for this project is Santa Barbara County, an area experiencing growth in elderly and minority populations—both of which have unique transportation needs. The region can be characterized as having two sub regions, the North County and the South Coast, as well as a variety of urban, suburban, and rural areas. The region's geography, distance between population centers, and development patterns all contribute to a challenging environment for efficient transit service, particularly for those relying on specialized and human service transportation services.

This project will be built around a robust public outreach phase that seeks to gather input from hard-to-reach populations. Santa Barbara County has communities of concern throughout the region including; the Cities of Santa Barbara and Carpinteria, the Goleta Valley, the Cities of Lompoc, Santa Maria, and Guadalupe, and the Santa Ynez Band of Chumash Indians Reservation. The final deliverable for this project will be an updated plan that addresses existing system inefficiencies and accommodates the changing demographics and diverse needs of the region into the future.

OVERALL PROJECT OBJECTIVES

- Ensure a robust public outreach process is undertaken to obtain the input of hard-to-reach populations.
- Establish consensus among project advisors and stakeholders on the existing system inefficiencies and plan recommendations.
- Develop an updated plan that addresses near- and long-term needs and addresses current deficiencies.
- Deliver the project on time and in adherence to the budget.

SCOPE OF WORK & PROJECT DELIVERABLES

Task 01: Project Administration

This is an Administrative Task that shall only be charged against by the Grantee for the Administration of this grant project. Costs for this task cannot exceed 5% of the grant award amount.

Task 01 sub-tasks:

Kick-off Meeting with Caltrans

- The project team will coordinate and attend a meeting with Caltrans staff to initiate the project.

Project Management and Administration

- Grantee will manage and administer the grant project according to the Grant Application Guidelines, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

Invoicing

- SBCAG Staff will prepare and submit quarterly invoices and progress reports to Caltrans

Provide Quality Control of Data and Deliverables

- SBCAG staff will ensure a high standard of work is adhered to. Additionally, this task will ensure the project remains internally consistent and aligned with State and federal plans, goals, and policies.

Attend Relevant Meetings

- The project team will attend meetings of the Santa Barbara County Transit Advisory Committee (SBCTAC), Technical Transportation Advisory Committee (TTAC), and the SBCAG Board to keep abreast of fiscal and policy decisions applicable to the project.

Task 01 Deliverables
<u>Kick-off meeting with Caltrans</u> - Meeting Agenda, Meeting Minutes, quarterly invoices and progress reports submitted to Caltrans.

Task 02: Consultant Procurement

SBCAG will procure a consultant, consistent with: state and federal requirements, Local Assistance Procedures Manual for procuring non-Architectural and Engineering consultants, the Grant Application Guide, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

Task 02 sub-tasks:

Develop Request for Proposals (RFP)

- SBCAG will develop an RFP for this project.

Review Proposals

- SBCAG Staff will assemble a proposal-reviewing team consisting of project stakeholders. Review of proposals will be done independently, and scores will be combined to identify preferred candidate.

Hiring of consultant

- The preferred consultant will be formally awarded the project by the SBCAG Board.

Project Kick-off with Consultant

- SBCAG and the consultant will have initial project kick-off meeting.

Task 02 Deliverables
Copy of the Request for Proposal/Qualifications
Copy of the contract between consultant and grantee (including copies of all amendments to the consultant contract)
Meeting notes from project kick-off with consultant

Task 1: Existing Conditions

This task will involve a thorough analysis of the transit services existing conditions within Santa Barbara County. This effort will be broken down into two sub-tasks.

Task 1 sub tasks:

1.1 Data Collection: The project team will complete a thorough review of existing plans and studies to learn of planned improvements and unimplemented recommendations. The project team will collect and collate pertinent data on existing services.

1.2 Stakeholder Interviews: The project team will conduct stakeholder interviews to gather further input on the existing conditions of the transit network.

The findings will be combined to create the Existing Conditions Memorandum.

Task Deliverables
Data set: Inventory of existing public transit and human service transportation services
Summary document of previous plans and studies
Technical Memorandum #1: Existing Conditions

Task 2: Analysis

This project will have three main areas of analysis to be completed. They are identified in separate sub tasks below:

Task 2 sub tasks:

2.1 Existing Conditions Analysis

Using the data collected in Task 1, the project team, working with SBCTAC and project stakeholders, will analyze existing conditions and identify existing transportation issues and areas of concern.

2.2 Develop Goals, Objectives, Performance Measures, and Standards

The Project Team will work with SBCTAC and project stakeholders to develop a list of Goals, Objectives, Performance Measures, and Standards for the provision of coordinated public transit and human services transportation.

Based upon input received by the public, project advisors, and stakeholders the plan Goals and Objectives will be developed and will guide the remainder of the planning process. The Performance Measures will be developed to enable the evaluation of the recommendations meeting the plan goals and objectives. Each performance measure will be accompanied by a list of standards to enable the evaluation of the recommendations meeting the plan goals and objectives.

2.3 Conduct Demographic Analysis

This plan aims to specifically determine the needs of the transit-dependent populations of Santa Barbara County, including; those with limited access to a vehicle, the elderly, the youth, persons with disabilities, low-income households, and dis-advantaged communities. Demographic analysis is necessary to identify these populations and will inform data-driven planning decisions to ensure the plan's recommendations meet the target populations. The recently completed 2020 Census data will be available and be a prime resource in performing this task. This task will specifically identify disadvantaged and vulnerable communities that exist within the study area. SBCAG's regional Disadvantaged Communities definition is currently being updated and will be available to support this effort. Demographic forecasts will be utilized to consider future populations' transportation needs.

Task Deliverables
Analysis of Existing Conditions
Goals & Objectives, Performance Measures, Standards list
Technical Memorandum #3: Summary of demographic analysis

Task 3: Public Outreach

The project team will conduct public outreach to gather input on the existing transportation services. A variety of public outreach activities will be undertaken to engage the public, particularly transit users and potential transit users. Special effort will be made to engage hard to reach populations including language access. The project stakeholder group, including transit providers, will provide input on the public outreach process.

To effectively engage disadvantaged communities, including Native American Tribal Governments and rural communities, the public outreach strategy will consider a wide range of means of gaining public input. The use of community-based organizations will be encouraged to reach disadvantaged and underserved communities. In addition, the public outreach plan will be multilingual, to address language barriers and knowledge gaps among low income and rural households.

The public process will consist of multiple outreach methods in the attempt to attract greater participation. These methods will be both in-person and virtual, including; online surveys, flyers, project website, a StoryMap site, virtual presentations, in-person presentations, among others. Public and private transit providers will play a key role in promoting the public process within their network of transit users. All outreach materials will be developed in both English and Spanish languages, and a professional Spanish language interpreter will be available for all in-person and/or virtual presentations to the public.

Following the public process, the consultant will prepare a technical memorandum describing the public outreach process and the feedback received.

The final plan will be redistributed for public review and will be shared directly with all individuals who attended prior public outreach efforts. This will ‘close-the-loop’ by allowing prior participants to confirm their initial comments were addressed in the final plan and to allow further opportunity for public input.

Task Deliverables
Meeting Materials: PowerPoint Presentations, flyers, website announcements, sign-in sheets, community surveys, project website, conceptual drawings, bilingual services, receipts for light snacks (Caltrans approval required prior to purchase. No full meals)
Technical Memorandum #2: Summary of Public Engagement and Feedback

Task 4: Advisory Committee Meetings

The project’s advisory committee will meet to guide the overall progress during the development of the plan. The advisory committee is expected to meet four times during the length of the plan. Other meetings may be scheduled as needed.

Advisory Committee Meeting #1: Project introduction, provide input on existing, and review public outreach materials in advance of initial public outreach effort.

Advisory Committee Meeting #2: Review Existing Conditions Memorandum and summary of initial public input received.

Advisory Committee Meeting #3: Review of analysis and input received during second public outreach effort. Provide further input on the development of the draft plan. During this meeting, members will provide input on the second public outreach phase, including review of public outreach materials.

Advisory Committee Meeting #4: Review draft plan and recommend changes prior to Board approval.

Task Deliverables
Meeting agendas, minutes, notes, materials, copies of all information for review.

Task 5: Draft and Final Plan

Use prior task analyses and public input to identify populations and locations underserved by transit and to determine the future needs of identified populations. A list of existing transit system inefficiencies will be developed. The Project team, project stakeholders, and transit service providers will work together to develop near- and long-term recommendations to meet the system inefficiencies. These recommendations will be included used to develop the Draft Coordinated Public Transit Human services Transportation Plan. The draft plan will be presented to the public, SBCTAC, SBCAG's advisory committees and others as requested to solicit feedback.

Input received from public and advisory committees during review of the draft plan will be incorporated to prepare the Final Coordinated Public Transit Human Services Transportation Plan. The final document shall include next steps for the agency (SBCAG) to take in advancing the plan's recommendations.

Task Deliverables
List of system inefficiencies, and plan recommendations
Draft Coordinated public Transit Human Services Transportation Plan
List of all comments received during review process, including public input
Final Coordinated public Transit Human Services Transportation Plan

Task 6: Board Review/Approval

The project team will present the plan to the SBCAG Board and seek the plan's approval.

Task Deliverables
Board Agenda, presentation materials, adopting resolution

SBCAG DESIGNATED REPRESENTATIVE

Haley DePass
Financial & Procurement Coordinator
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RFP TIMETABLE

Task	Completion Date
Release RFP	Date
Questions Due	Date
Post Responses to Questions	Date
Addendum Release	Date
Submittal Deadline	Date
Potential Offeror Interviews	Date
Offeror Selection	Date
Contract Negotiation Complete	Date
SBCAG Contract Authorization	Date

PROPOSAL SUBMITTAL

Offerors must submit electronic responses via the SBCAG e-Procurement Portal <https://secure.procurenow.com/portal/SBCAG> before **<Submission Time>** on the **<Submission Date>**.

Proposals shall be held in confidence and shall not be available for public review until the conclusion of the negotiation process. Thereafter, all proposals shall become public record.

SBCAG reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected. Proposals will not be returned. Submission of a proposal indicates acceptance by the offeror of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between SBCAG and the offeror selected.

SUBMITTAL QUESTIONS, ADDENDUM(S), CLARIFICATIONS, AND REVISIONS

Offerors shall submit all inquiries regarding this bid via the SBCAG e-Procurement Portal located at <https://secure.procurenow.com/portal/SBCAG>. Please note the deadline for submitting questions. All answers to questions received by the deadline will be posted on the SBCAG e-Procurement Portal. Offerors may also click “Follow” on this RFP (bid) to receive an email notification when answers are posted. It is the responsibility of the offeror to check the website for answers to questions.

Addenda Notification: Offerors are required to register for an account via the SBCAG e-Procurement Portal hosted by ProcureNow. Once registration is completed registration, you will receive addenda notifications to your email by clicking “Follow” on this project. It is the sole responsibility of each offeror or bidder to determine if any addenda have been issued and to periodically check the site for any addenda at <https://secure.procurenow.com/portal/SBCAG>. If any addenda are issued to the RFP, SBCAG has the discretion to extend the proposal submittal deadline. Any addenda to the RFP will become part of the RFP.

SBCAG reserves the right to accept or reject any or all submittals received as a result of this request, or to modify or cancel in part, or in its entirety, the RFP if SBCAG determines it is in the best interest of the SBCAG to do so.

Offerors may withdraw a Proposal, in writing, at any time up to the closing deadline. A written withdrawal notice must be received by SBCAG. The notice must be signed by an authorized representative. If a previously submitted Proposal is withdrawn before the closing deadline, the offeror may submit another proposal at any time up to the closing deadline.

PROPOSAL CONTENT

This section describes the required Proposal format and content. The Proposal must contain the requested information organized by the prescribed sections. Each Offeror shall submit a complete Proposal, providing all information requested with a complete description of the project plan. Failure to follow the prescribed format may result in rejection of the Proposal.

A Proposal may be rejected if it is conditional or incomplete, or if it contains any alteration of form or other irregularities of any kind. A Proposal may be rejected if any such defect or irregularity constitutes a material deviation from the submittal requirements.

SBCAG is not limiting the length or number of pages for proposals, however, all proposals should be focused on the defined content. Offerors shall provide a digital copy (pdf) of the proposals. Proposals to the RFP should include the following sections.

A. Executive Summary (5%)

This section should include the offeror's overall understanding of the project. This section should also provide a brief summary of what is to be covered in the remaining sections of the proposal. The offeror shall briefly outline its qualifications for performing work, its management and technical approaches for the project, and similar project experience. Within this section, the offeror shall also identify all subcontractors and the services subcontractors will provide.

B. Technical Approach (20%)

The offeror shall outline its technical approach for the implementation of the project. The content of the technical approach shall include, but is not limited to:

1. A brief discussion of each of the tasks in the scope of services to complete the project. Sub-tasks should be added as necessary to clearly define the Scope of Work.
2. A discussion of unusual aspects that may be encountered during the development of the project.
3. A discussion of supplemental tasks that may be deemed necessary to enhance the services provided, reduce cost or speed delivery of the project, if necessary.

C. Management Approach (20%)

The offeror shall include brief résumé summaries of each of the key project personnel. Résumé summaries should focus on relevant experience and qualifications. The offeror shall also identify and describe a management approach, which shall include, but is not limited to:

- A narrative Management Plan, which describes how the offeror's team will be organized and managed to ensure that the required work is of high quality and completed within the schedule and budget.
- A Project Delivery Schedule, which describes the work to be performed to complete the assessment. The schedule shall contain sufficient activities and milestones to adequately describe the services required to complete

the statement of work. The schedule should be in a bar chart format and should address the elements of the timeline.

SBCAG has a 10% Disadvantaged Business Enterprise (DBE) usage goal for fiscal year 2020-21. The offeror is encouraged to solicit and use DBE services to the maximum extent feasible. Offerors are not required to, nor will they be penalized if they do not meet the established goal. Furthermore, the offeror will be given no additional credit for use of DBE firms, but must show in the management approach a good faith effort in soliciting DBE services. The offeror shall identify any subcontractors and the capacity they will serve on the project.

D. Experience of Offeror and Personnel (40%)

The offeror shall provide a brief description of relevant similar experience by members of the project team. Experience shall be within the last three (3) years. The following information should be included in a table.

1. Provide a brief description of offeror’s involvement in similar project efforts. Include technical analysis experience on those projects as well as the following information for reference purposes:
 - a. Members of offeror team (by name);
 - b. Description of services provided;
 - c. Total cost of services provided;
 - d. Service start date and completion dates;
 - e. Budget and schedule performance;
 - f. Subcontractors involved; and
 - g. Name, telephone number, and address of the offeror’s contact person.
2. Provide a matrix that shows proposed team members (specific individuals by name) and the projects they will work on.
3. List all contracts terminated (partially or completely) by clients for convenience or default within the past three years. Include contract value, description of work, sponsoring agency, contract number, name of contracting entity, and reason for termination.

E. Cost Estimate (15%)

The offeror shall provide an estimate of the resources required to complete the project scope of services. The cost estimate should be in spreadsheet format and at a minimum include billing rates, total hours by task, name or classification, in addition to a total for the entire project. The cost proposal shall be fully inclusive of all services required to complete the scope of services, and shall include the offeror’s overhead rate, profit percent, and an itemized list for direct costs. Costs must be shown in a matrix format, by task, and show hours and base labor rates

per staff member. Also, estimate offeror printing and other production costs for technical memoranda, drafts, and final reports. The proposal should contain a statement that all work will be performed at a not-to-exceed price.

SELECTION PROCESS

The proposal selection process is based on best value. Accordingly, SBCAG may not necessarily make an award to the offeror with the highest technical ranking nor award to the offeror with the lowest price that is technically acceptable if doing so would not be in the overall best interest of SBCAG.

SBCAG will review all submitted proposals. Some offerors may be invited for a video-call or phone interview to explain their project approach and methodology. SBCAG staff will reach a consensus and make recommendations to the SBCAG Executive Director following evaluation of 1) written proposals and 2) performance at the oral interview, if applicable.

SBCAG's Executive Director will review the recommendation and make a final decision. If the Executive Director selects a different offeror than the one recommended, the SBCAG Designated Representative, in consultation with the SBCAG Executive Director, will prepare a memo explaining the selection. The Executive Director will recommend the SBCAG Board of Directors approve a contract with the selected offeror.

TERMS & CONDITIONS

A. Preclusion. Notwithstanding any other provision of this RFP, it is the practice of SBCAG to preclude specified offerors from providing professional services to SBCAG on certain Measure A projects. These offerors are identified as follows:

Any firm, individual, partnership, corporation, association, or other legal entity currently retained for professional services by an owner or developer or any other representative of a real property interest adjacent to, or coincident with, the proposed Measure A project. For purposes of this discussion, "currently retained" shall mean any professional services contract in force on the due date of a technical proposal for the services as described in this Measure A project proposal solicitation, or during the term of the project.

B. Limitations. This RFP does not commit SBCAG to award a contract, to pay any pre-contractual expenses, or to procure or contract for services or supplies. SBCAG expressly reserves the right to reject any and all submittals or to waive any irregularity or informality in any submittal or in the RFP procedure and to be the sole judge of the responsibility of

any offeror and of the suitability of the materials and/or services to be rendered. SBCAG reserves the right to withdraw this RFP at any time without prior notice.

C. Award. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. SBCAG also reserves the right to award the contract without oral briefings or discussion, based upon the initial written proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint.

D. Verbal Agreement or Conversation. No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of SBCAG shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

E. Pre-contractual Expenses. Pre-contractual expenses include any expenses incurred by Offerors and selected contractor in:

- Preparing submittals in response to this RFP
- Submitting responses to SBCAG
- Negotiations with SBCAG on any matter related to submittals.
- Other expenses incurred by a contractor or offeror prior to the date of award of any agreement.

SBCAG shall not be liable for any pre-contractual expenses incurred by any Respondent or selected contractor. Offerors shall not include any such expenses as part of the price proposed in response to this RFP. SBCAG shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

F. Signature. The proposal will also provide the following information: name, title, address, and telephone number of the individual with authority to bind the offeror and who may also be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the offeror and shall contain a statement to the effect that the proposal is a firm offer for at least a ninety (90) day period. Execution of the contract is expected no later than **ENTER DATE HERE**.

G. Conflict of Interest Statement. Offerors submitting proposals in response to this RFP must disclose to SBCAG any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for offeror services to be awarded pursuant to this RFP. If the offeror has no conflict of interest, a statement to that

effect shall be included in the proposal. The selected offeror shall refrain from and disclose subsequent potential conflicts during this contract.

H. Contract Arrangements. The successful offeror is expected to enter into an agreement based on the SBCAG Standard Professional Services Contract. A copy of SBCAG's standard form contract for professional and technical services is included as Attachment A.

SBCAG reserves the right to negotiate the terms of the contract, including the award amount, with the selected offeror prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest-ranking offeror, the agency may choose to negotiate a contract with the next highest ranking offeror, etc.

I. Disadvantaged Business Enterprise (DBE) Policy. It is the policy of the U.S. Department of Transportation (USDOT) that minority- and women-owned business enterprises (hereby referred to as DBEs) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. The recipient or its subcontractor agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, offerors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Offerors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of USDOT assisted contracts.

J. Title VI of the Civil Rights Act of 1964. The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued there under in 49 CFR Part 21.

K. Equal Employment Opportunity. In connection with the performance of the contract, the selected offeror shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national original. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

L. Americans with Disabilities Act (ADA) Provisions. To comply with the nondiscrimination requirements of the Americans with Disabilities Act (ADA), it is the policy of SBCAG to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. For persons with a

disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications of the procurement process, you may contact the SBCAG representative listed in this RFP. In order to ensure the proposal is in compliance with federal ADA guidelines, offerors should review the federal ADA guidelines.

M. **False or Misleading Statements.** Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the offeror, shall be subject to rejection.

SBCAG PROTEST PROCEDURES

A. **Purpose and Applicability.** The procedures described in this section have been established to ensure uniform, timely, and equitable consideration of all complaints received by SBCAG concerning its procurement activities.

The following protest procedures shall be employed for procurements conducted by SBCAG. Such protests shall be applicable only to procurements wherein SBCAG requests bids, proposals, offers for goods or services financed in whole or in part by public funds.

B. **Definitions.** The following definitions apply to terms used in this section:

- **Days:** Unless otherwise specified, refers to SBCAG working days.
- **File or Submit:** Refers to the date of receipt by SBCAG.
- **Interest Party:** All offerors or offerors involved in an SBCAG procurement. This may also include a subcontractor or supplier who shows substantial economic interest in a provision of the RFP, or in the interpretation of such provision.
- **Bid:** Refers to and includes: i) the terms “offer” and “proposal” as employed in this document; ii) sealed bids; iii) competitive negotiation, and; iv) non-competitive negotiation.

C. **Basis for Protest.** If in the course of a procurement action an interested party has reason to believe that: a) free and open competition does not exist, or; b) SBCAG solicitation documents contain restrictive specifications, such party may file a protest in accordance with the procedures described herein.

In addition to the above, protests may be filed based upon the following factual or alleged circumstances:

- (a) Violation of federal, state or local law or regulation;

- (b) Sole source procurements;
- (c) Failure to adhere to evaluation criteria set forth in solicitation documents, or use of additional criteria not so published;
- (d) Changes to evaluation criteria made during the evaluation process;
- (e) Local or DBE preferences;
- (f) Solicitation advertising violating applicable laws or regulations;
- (g) Provision of inadequate time to prepare a proposal.

Protests of SBCAG procurements filed by interested parties shall be considered in two general categories: 1) those filed prior to contract award, and; 2) protests occurring after contract award has been made.

D. Pre-Award Protests. The following procedures shall be followed for all protests filed prior to award of contract:

1. Protests must be filed no later than five (5) days prior to the date established in the solicitation for receipt of bids or proposals. Protest information requests and follow-up arguments that are submitted after the protest submission deadline, will not be considered to be part of the protest by SBCAG.
2. Protests must be submitted in writing to the attention of the SBCAG Designated Representative. The written protests shall include:
 - (a) The name, address, and telephone number of the protestor;
 - (b) The SBCAG solicitation number and project description;
 - (c) A statement of the grounds for the protest, accompanied by all supporting documentation. All grounds must be fully supported with documentation;
 - (d) The resolution sought from SBCAG by the protestor.
3. The SBCAG Designated Representative shall receive the protest and issue written notification to the protestor within (5) five days that the matter is undergoing review. Notice of the protest shall be given in writing to all known recipients of solicitation documents.
4. Procurement activity shall be suspended pending resolution of a protest unless one or more of the following conditions exists:

- (a) The goods or services being procured are urgently required;
- (b) Delivery or performance will be unduly delayed by failure to make an award promptly;
- (c) Failure to make prompt award will result in termination of a critical SBCAG function or activity or otherwise cause undue harm to SBCAG, or;
- (d) The Executive Director prepares a written finding that such protest is clearly frivolous in nature, and therefore does not warrant a disruption of the procurement process.

The Executive Director shall be responsible for making a written determination that circumstances require SBCAG to proceed with procurement during a pending protest. Unless such determination is made, the procurement shall be suspended pending resolution of the protest. All parties known to have received solicitation documents shall be notified in writing of such suspension by the SBCAG Designated Representative.

- 5. All protests received within the specified period shall be examined by the Financial and Procurement Coordinator, who shall evaluate the matter and, within seven (7) calendar days, forward a recommendation concerning its disposition to the Executive Director.

No additional material shall be accepted for consideration during the protest review unless specifically requested in writing by SBCAG.

- 6. The Executive Director may attempt to resolve the protest with the affected party. If after receipt of the recommendation, the Executive Director elects not to attempt such resolution, or if resolution is attempted but not achieved, the protesting parties may appeal to the SBCAG Board of Directors (hereinafter "Board") after thirty (30) calendar days and within thirty-five (35) calendar days after receipt of the protest submittal. Failure to appeal to the Board shall be a waiver of any other rights under the SBCAG Protest Procedures.

For these purposes, "resolution" shall mean the written withdrawal of a protest by the originating party.

- 7. The Board shall formally consider the protests at a public meeting within forty-five (45) calendar days after the date on which the matter was appealed to the Board, or at the next regularly scheduled Board meeting if exceeding the 45-day period.

The Board may elect to appoint a sub-committee to review the protest and make a recommendation to the Board at the public meeting. Protesting parties shall be notified in writing of the date on which their matters shall be considered by the Board. Such parties shall be afforded an opportunity to present their case at the Board meeting.

8. The Board shall then make a formal decision on such protests at a public meeting. The decision of the Board, along with a formal record of the protest, shall become a matter of public record, and shall be considered final. The SBCAG Designated Representative shall notify protesting parties in writing of any protest decision made by the Board.

Except under conditions described in item 4 above, such decision by the Board shall be made prior to award of any contract related to the subject procurement.

9. Should the Board deny the protest, SBCAG may proceed with the procurement process. In the case of FTA-funded procurements, no contract shall be awarded within five (5) days following the Board's decision unless such award is necessary due to circumstances described in item 4 above. If the decision of the Board is to uphold the protest, then SBCAG shall proceed pursuant to Board direction.
10. No court shall maintain subject matter jurisdiction prior to completion of the administrative process described herein.

E. Post-Award Protests. Protests received after award of contract shall be considered only if received within five (5) days following the date on which the Executive Director's award recommendation is made. Post-award protests received after that time shall not be considered. Protest information requests and follow-up arguments that are submitted after the protest submission deadline, will not be considered to be part of the protest by SBCAG.

Post-award protests shall be processed in the same fashion as that employed for pre-award protests. However, the award shall remain valid and procurement activities shall continue unless the Executive Director determines in writing that suspension of such award is necessary pending protest resolution. In that event the awardee shall be so notified in writing, and the SBCAG Board may effect an agreement with the Contractor for suspension of activity.

Attachment A

SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES OF INDEPENDENT CONTRACTOR

Attachment A

SAMPLE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter, "Agreement") is made by and between the SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS (hereafter, "SBCAG") and **[INSERT CONTRACTOR NAME]**, having its principal place of business at and **[INSERT CONTRACTOR ADDRESS]** (hereafter, "CONTRACTOR"), individually referred to as Party, or collectively as Parties, wherein CONTRACTOR agrees to provide and SBCAG agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by SBCAG and SBCAG desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVES.** Haley DePass, Financial & Procurement Coordinator at phone number 805-961-8924 is the representative of SBCAG and will administer this Agreement for and on behalf of SBCAG. **[insert Contractor Rep.]** at phone number **[insert Contractor Phone]** is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To SBCAG: Santa Barbara County Association of Governments
260 North San Antonio Road, Suite B
Santa Barbara, CA 93110
Attention: Marjie Kirn, Executive Director

To CONTRACTOR: _____

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notice section. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to SBCAG in accordance with Exhibit A, attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on {ENTER DATE} and end performance upon completion, but no later than {ENTER DATE} unless otherwise directed by

5. **COMPENSATION OF CONTRACTOR.** In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by SBCAG and which is delivered to the address given in Section 2, **NOTICES.** above, following completion of the increments identified in Exhibit B. Unless otherwise specified in Exhibit B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** It is mutually understood and agreed that CONTRACTOR, (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to SBCAG and not as an officer, agent, servant, employee, joint venturer, partner, or associate of SBCAG. Furthermore, SBCAG shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, SBCAG shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a SBCAG employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save SBCAG harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that

during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the SBCAG or to this Agreement.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to SBCAG pursuant to this Agreement shall be prepared in a professional and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions at SBCAG's request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **DEBARMENT AND SUSPENSION.** CONTRACTOR certifies to SBCAG that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or local government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. **TAXES.** CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. SBCAG shall not be responsible for paying any taxes on CONTRACTOR's behalf and, should SBCAG be required to do so by State, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse SBCAG for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. CONTRACTOR shall provide its social security number or tax identification number to SBCAG, which SBCAG shall keep on file at its offices.

10. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to SBCAG, in writing, any potential conflict of interest. SBCAG retains the right to waive a conflict of interest disclosed by CONTRACTOR if SBCAG determines it to be immaterial, and such waiver is only effective if provided by SBCAG to CONTRACTOR in writing.

11. **OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.** SBCAG shall be the owner of the following items incidental to this Agreement upon production, whether or not

completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties, except after prior written approval of SBCAG.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to SBCAG all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to herein as "Copyrightable Works and Inventions").

SBCAG shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions reports, data, documents or other materials prepared under this Agreement. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless SBCAG against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon any intellectual property or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by SBCAG in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of the Agreement.

12. **NO PUBLICITY OR ENDORSEMENT**. CONTRACTOR shall not use SBCAG's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials, unless otherwise required. CONTRACTOR shall not use SBCAG's name or logo in any manner that would give the appearance that the SBCAG is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of SBCAG's. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the SBCAG or its projects without obtaining the prior written approval of SBCAG.

13. **SBCAG PROPERTY AND INFORMATION**. All of SBCAG's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain SBCAG's property, and CONTRACTOR shall return any such items whenever requested by SBCAG and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services.

CONTRACTOR shall not disseminate any SBCAG property, documents, or information without SBCAG prior written consent.

14. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. SBCAG shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00) CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and review, whether by SBCAG or the State, at no charge to SBCAG.

If federal, state or other regulatory audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by SBCAG associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from SBCAG, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to SBCAG as specified by SBCAG in the notification.

15. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR agrees to defend, indemnify and hold harmless the SBCAG and to procure and maintain insurance in accordance with the provisions of Exhibit C, attached hereto and incorporated herein by reference.

16. **NONDISCRIMINATION.** CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in Title 49, Code of Federal Regulations (CFR), Part 21 through Appendix C and 23 CFR 710.405(b). During the performance of this Agreement, the CONTRACTOR, for itself, its assignees and successors in interest agrees as follows:

- A. **Compliance with Regulations.** CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. **Nondiscrimination.** The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the

performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate. CONTRACTOR, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.

- C. **Solicitations for Subcontractors, including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under the subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligations under this agreement, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- D. **Information and Reports.** CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by SBCAG to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to SBCAG, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance.** In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, SBCAG shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
1. Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies, and/or
 2. Cancellation, termination or suspension of the Agreement in whole or in part.

17. **NON-EXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive agreement and that SBCAG shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the SBCAG desires.

18. **NON-ASSIGNMENT.** CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of SBCAG and any attempt to so assign or so subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. **TERMINATION.**

A. **By SBCAG.** SBCAG may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part, whether for SBCAG's convenience, for non-appropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** SBCAG may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by SBCAG, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on SBCAG from such winding down and cessation of services.
2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or local governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then SBCAG will notify CONTRACTOR of such occurrence and SBCAG may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, SBCAG shall have no obligation to make payments with regard to the remainder of the term.
3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, SBCAG may, at SBCAG's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify SBCAG as to the status of its performance. The

date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.

- B. **By CONTRACTOR.** Except where SBCAG withholds payment pursuant to other terms of this Agreement, should SBCAG fail to pay CONTRACTOR all or any part of the payment set forth in Exhibit B, CONTRACTOR may, at CONTRACTOR's option, terminate this agreement, if such failure is not remedied by SBCAG within thirty (30) days of written notice to SBCAG of such late payment.
- C. **Upon termination,** CONTRACTOR shall deliver to SBCAG all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as SBCAG may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, SBCAG shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to SBCAG such financial information as in the judgment of SBCAG is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of SBCAG shall be final. The foregoing is cumulative and shall not affect any right or remedy which SBCAG may have in law or equity.

20. **SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to SBCAG is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to

the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. **NO WAIVER OF DEFAULT.** No delay or omission of SBCAG to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to SBCAG shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of SBCAG.

25. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at its sole cost and expense, comply with all SBCAG, State and Federal ordinances and statutes, including regulations now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether SBCAG is a party thereto or not, that CONTRACTOR has violated any such ordinance statute, or regulation, shall be conclusive of that fact as between CONTRACTOR and SBCAG.

28. **CALIFORNIA LAW AND JURISDICTION.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in State court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original;

and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. **AUTHORITY.** All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. **SURVIVAL.** All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the numbered sections shall prevail over those in the Exhibits.

33. **SUSPENSION FOR CONVENIENCE.** SBCAG may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to [enter number of days] days. SBCAG shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement. **IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective on the date when fully executed by both parties.

34. **IMMATERIAL AMMENDMENTS.** CONTRACTOR and SBCAG agree that immaterial changes to the Agreement such as updating the Designated Representative, addresses for notices, or other clerical error corrections which will not result in a material change to the Agreement, Statement of Work, or total contract amount.

[Keep the next clause for any contract using federal funds when the total contract amount, regardless of the proportion of federal dollars, exceeds \$100,000.]

PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING.

A. CONTRACTOR, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or

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

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to SBCAG and in accordance with the instructions found therein.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such subcontractors shall certify and disclose accordingly.

[Keep the next clause for any contract using federal funds when the total contract amount, regardless of the proportion of federal dollars, exceeds \$150,000.]

37. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.** CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the CONTRACTOR has credible

evidence that CONTRACTOR itself, a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

ATTEST:

Marjie Kim
SBCAG Executive Director
Clerk of the Board

By: _____
Deputy Clerk

**SANTA BARBARA COUNTY
ASSOCIATION OF GOVERNMENTS:**

By: _____
Gregg Hart
Chairperson
Board of Directors

Date: _____

CONTRACTOR:

{ENTER NAME OF CONTRACTOR}

By: _____
Authorized Representative

Name: _____

Title: _____

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By:

Deputy County Counsel

EXHIBIT A

SCOPE OF WORK

[INSERT SCOPE OF WORK HERE]

EXHIBIT B
SCHEDULE OF FEES
[Insert Fee Schedule Here]

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by SBCAG) and hold harmless SBCAG and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by SBCAG on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to SBCAG's active as well as passive negligence but does not apply to SBCAG's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify SBCAG immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – SBCAG, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the SBCAG, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by SBCAG, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to SBCAG.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to SBCAG a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the SBCAG by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the SBCAG has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the SBCAG. SBCAG may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. **Acceptability of Insurers** – Unless otherwise approved, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
7. **Verification of Coverage** – CONTRACTOR shall furnish SBCAG with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by SBCAG before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. SBCAG reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, SBCAG has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by SBCAG as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that SBCAG is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – SBCAG reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of SBCAG to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of SBCAG.