



ASSOCIATION OF  
MONTEREY BAY AREA  
GOVERNMENTS

## Request for Proposals for Central Coast Zero Emission Vehicle Strategy (CCZEVS)

The Santa Barbara County Association of Governments (SBCAG) is soliciting proposals from qualified firms to prepare a Central Coast Zero Emission Vehicle Strategy (CCZEVS). Please carefully read and follow the instructions provided. Offerors are responsible for making certain their proposal is complete and is received by SBCAG on or before the closing deadline.

Submit Electronic Responses via the SBCAG e-Procurement Portal:  
<https://secure.procorenow.com/portal/SBCAG>

**Issued:** September 22, 2021

**Questions Due:** October 4, 2021, at 4:00 PM

**Submission Deadline: October 28, 2021, 4:00 PM**

**Proposals received after the closing deadline will not be accepted**

All times listed in this Request for Proposals (RFP) are Pacific Daylight Time. SBCAG is not responsible for any costs incurred by offerors in responding to this RFP.

In accordance with the Civil Rights Act of 1964, offerors are hereby notified that Disadvantaged Business Enterprises (DBE) are encouraged to submit proposals and will be afforded full opportunity to submit and participate in this solicitation.

## Contents

Introduction .....	3
Work Tasks and Project Deliverables.....	7
RFP Timetable .....	12
Proposal Submittal .....	12
Submittal Questions, Addenda, Clarifications, and Revisions .....	12
Proposal Content .....	13
Selection Process .....	15
Terms and Conditions .....	15
SBCAG Protest Procedures.....	18
Attachment A: Sample Agreement for Services .....	22
Exhibit A: Statement of Work .....	30
Exhibit B: Payment Arrangements .....	31
Attachment B1: Cost Proposal.....	32
Exhibit C: Standard Indemnification .....	33

## Introduction

Santa Barbara County Association of Governments (SBCAG) is a regional planning agency comprised of Santa Barbara County and all eight incorporated cities within the county. SBCAG distributes local, state, and federal transportation funds and acts as a forum for addressing regional and multi-jurisdictional issues. SBCAG, in connection with the San Luis Obispo Council of Governments (SLOCOG) and the Association of Monterey Bay Area Governments (AMBAG) are seeking proposals from qualified consultants (offerors) to develop a Central Coast Zero Emission Vehicle Strategy (CCZEVS).

In response to Governor Gavin Newsom's Executive Orders N-79-20 and N-19-19, and the California State Transportation Agency's (CalSTA) Climate Action plan for Transportation Infrastructure (CAPTI), the Central Coast Coalition, comprised of regional transportation agencies and Metropolitan Planning Organizations in Santa Cruz, San Benito, Monterey, San Luis Obispo, and Santa Barbara Counties (in coordination with the California Department of Transportation District 5 and District 7, Southern California Association of Governments and Ventura County Transportation Commission), will develop a Central Coast Zero Emission Vehicle Strategy.

This Strategy will build on previous alternative fuel vehicle readiness planning efforts. The CCZEVS will identify gaps and opportunities to implement zero emission vehicle (ZEV) infrastructure on the Central Coast (Ventura, Santa Barbara, San Luis Obispo, Monterey, Santa Cruz, and San Benito counties), including on or near the State Highway System, major freight corridors, and transit hubs. This document will act as a clearinghouse for Central Coast zero emission vehicle resources and will support a complete zero emission market transformation; following the state planning priorities established by Governor Gavin Newsom and CalSTA. The CCZEVS will directly support the goals outlined in the California Transportation Plan 2050<sup>1</sup>. The Strategy will include engagement with low-income and disadvantaged communities and consider the impact of implementing ZEV infrastructure in unserved and underserved communities.

A key component of the CCZEVS will be to address the needs of disadvantaged communities, including Native American Tribal Governments, and rural communities. The CCZEVS will recognize the need for multilingual education and outreach that is targeted to address specific gaps in knowledge affecting ZEV adoption among low income and rural households in the Central Coast region. The strategy will focus on ensuring access for low-income residents and explore models to support ZEV ownership for low-income households, multi-family dwellings and rental properties. The CCZEVS public outreach process should be multilingual and consider a wide range of means to gather input from disadvantaged communities within the study area.

SBCAG has a budget of up to \$190,000 to be awarded for this study. Funding is made available through the Fiscal Year 2021-22 Caltrans Sustainable Transportation Planning Grant Program and local contributions from SBCAG, SLOCOG and AMBAG. SBCAG will be the lead on managing the project in coordination with AMBAG and SLOCOG but performed by the selected offeror.

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<sup>1</sup> California Transportation Plan 2050

<https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/ctp-2050-v3-a11y.pdf>

## Project Objectives

The following are the primary objectives of the CCZEVS:

Overview of ZEV Infrastructure Strengths, Opportunities and Gaps: The CCZEVS will identify existing and planned (entitled) ZEV infrastructure, large multi-unit dwellings and workplaces, major public destinations, transit hubs, key commercial vehicle, freight, and intermodal corridors, and Disadvantaged and Low-income Communities. The CCZEVS will identify gaps in Zero Emission Bus (ZEB) recharging infrastructure that hinders travel between communities for interregional travelers and freight operators.

Equity: A primary objective of the CCZEVS is to ensure access for low-income multi-unit dwelling/rental properties and residents. The strategy will include where historically underserved communities can access current and planned (entitled) new ZEV charging/fueling stations and vehicles, including carshare and bikeshare opportunities.

Technical Assistance for Public Transit & Municipal Implementation: The CCZEVS will provide technical assistance analysis related to site assessments, so interested parties will gain a better understanding of the electrical upgrades, design standards and specifications needed. This objective will serve as “A Zero Emissions Roadmap, From Idea to Implementation” for public transit agencies and local jurisdictions. This section will include a provision to study the requirements needed to enable zero emission transit vehicles to connect to public agency microgrids and emergency management facilities during Public Safety Power Shutoff (PSPS) or other emergency situations during which the electric grid is unavailable. The CCZEVS will also determine how and where opportunity-charging stations can be implemented to support use of ZEVs by intercity and regional transit providers.

Funding Opportunities for Capital Improvements: This objective will be a comprehensive funding strategy that will connect public agencies (including public transit operators) and nongovernmental organizations to ZEV and ZEB recharging financial resources.

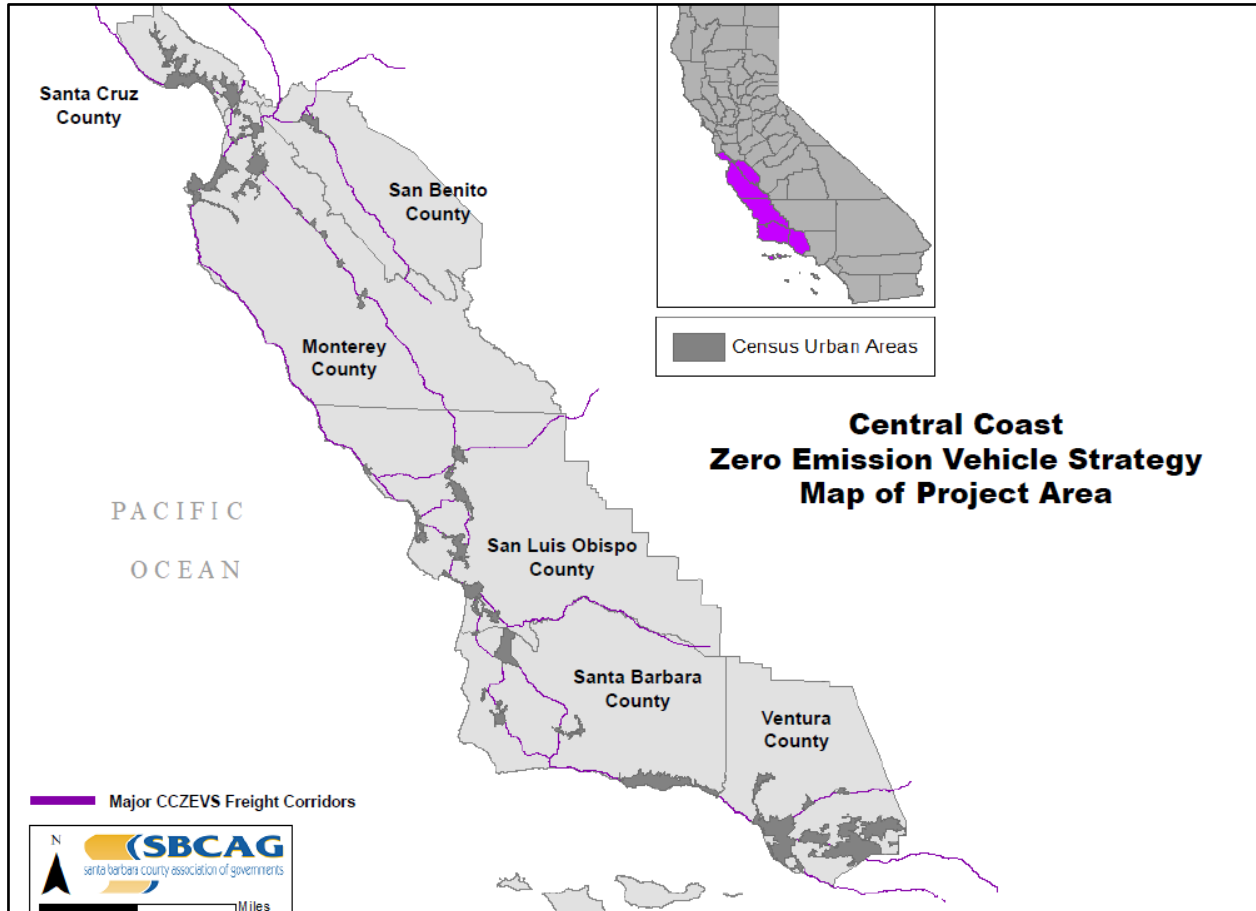
ZEV-ertising: The CCZEVS will include marketing, education and outreach (ME&O) information on ZEV incentives with the purpose of educating the public on the benefits of owning a ZEV.

Freight Sustainability: The CCZEVS will include information pertaining to access to fueling stations for ZEV-trucks as well as concept development for ZEV-truck stations and eHighways.

## Study Area

The CCZEVS will identify gaps and opportunities to implement ZEV infrastructure on the Central Coast (Ventura, Santa Barbara, San Luis Obispo, Monterey, Santa Cruz, and San Benito counties), including on or near the State Highway System, major freight corridors, and transit hubs.

**Figure 1: Conceptual CCZEVS Study Area**



## Project Stakeholders

This RFP seeks consultant services to complete the CCZEVS including: technical analysis, informational gathering, preparation of graphic renderings, leading the public process, and stakeholder engagement. SBCAG will be the lead on managing the project in coordination with AMBAG and SLOCOG.

The strategy will engage the following stakeholders:

- Central Coast Metropolitan Planning Organizations
- Regional Transportation Planning Agencies
- Air Pollution Control Districts
- Statewide organizations (such as Veloz)
- Public transit agencies
- School districts
- Local municipalities
- Zero emission vehicle equipment manufacturers
- Electric Vehicle Ready Community coalitions
- Workforce development interests
- Affordable housing authorities
- Commercial property management companies
- Businesses
- Community-based organizations (Including Central Coast Clean Cities Coalition, Community Environmental Council of Santa Barbara, and Electric Drive 805, etc.)
- Zero Emission vehicle network providers and eMobility companies (such as EVgo, ChargePoint, Tesla, Envoy, and Electrify America)
- Utility companies like Pacific Gas & Electric, Southern California Edison, Central Coast Community Energy, and Clean Power Alliance
- Labor unions; and
- Additional private and public sector stakeholders, including military installations, colleges, and universities in the study area.

The Project Team will utilize the external stakeholder group to provide updates and to receive input on the project. The project team will identify several opportunities for input and collaboration through the term of the project and after. All public meetings will be conducted virtually. The summary of project tasks below outlines how each of the identified stakeholders above will be engaged as well as how they will facilitate the development of the strategy.

## Work Tasks & Project Deliverables

The strategy is anticipated to take 18 months. It is expected that this project be completed prior to May 2023. Under no circumstance shall work continue beyond July 31, 2023.

Should an offeror responding to this RFP estimate the cost of services described in the scope of work to be below the budgeted amount, then SBCAG requests proposals identify additions to the scope of work to add increased value to the study process and/or the final product.

This section summarizes a Scope of Work for the CCZEVS. The experience of offerors should be drawn from to tailor the presented scope of work to best achieve project objectives. References should be drawn from relevant experience to show how the proposal would meet the requirements. Detailed and itemized descriptions of the project work tasks, schedule, staff time, and deliverables shall be provided. Offerors to this RFP should build on this general description by proposing specific sub-tasks as deemed appropriate.

The RFP should include the following work tasks:

### **Task 1: Existing Conditions**

Services will include review existing Central Coast Alternative Fuel Plans, Studies, Regional Transportation Plans, transit agency ZEB Rollout Plans, and other pertinent documents to gain familiarity of planned improvements, unimplemented recommendations, and existing gaps in the current ZEV infrastructure network in the context of serving interregional travelers, freight/transit operators, local resident/property owners and nongovernmental organizations.

Services will include:

- Identify existing and planned (entitled) ZEV fueling infrastructure, large multi-unit dwellings and workplaces, major public destinations, and Disadvantaged and Low-income Communities.
- Begin to gather information related to current or planned ZEV fleet and recharging assets upgrades, design standards and specifications needed by public transit agencies and local jurisdictions to fully implement ZEV technologies.

Task 1 will be completed with the input, assistance, and review provided by SBCAG, AMBAG, and SLOCOG staff.

Task Deliverables
Memorandum #1: Existing Conditions (including GIS Data)

### **Task 2: Information Evaluation, Data Collection & Summarization**

Services will include identification of federal, state, and local funding sources to ensure that eligible entities in the Central Coast region are aware of competitive or first-come, first-serve funding opportunities that will support regional transportation ZEV initiatives. The CCZEVS will also provide tangible steps to help local governments, non-governmental organizations, community-based organizations, and zero emission vehicle stakeholders cultivate the financial means to realize the vision for regionwide zero emission transportation along the Central Coast.

<b>Task Deliverables</b>
Memorandum #2: Collected Data, Funding Information

**Task 3: Analysis of Existing Conditions**

Drawing from data and information collected in Tasks 1 and 2, the CCZEVS will assess the Central Coast existing ZEV infrastructure network conditions to highlight potential strengths (existing locations), weaknesses (gaps), opportunities (suitable locations), and threats (barriers). The result will be documented in a memorandum, highlighting the largest ZEV infrastructure gaps and access points along the Central Coast. This memorandum will be used to finalize the first objective of the CCZEVS (Overview of ZEV Infrastructure Strengths, Opportunities and Gaps).

<b>Task Deliverables</b>
Memorandum #3: Strengths, Weaknesses, Opportunities, and Threats

**Task 4: CCZEVS Advisory Committee Meetings**

SBCAG, AMBAG, and SLOCOG staff will organize, and the selected offeror will conduct the advisory committee meetings.

**Meeting #1** - The first meeting will be used to discuss work completed in Tasks 2 and 3 as well as to refine the process going forward, including the public outreach plan.

**Meeting #2** - The second meeting will be used to discuss the results of the initial stakeholder engagement (Task 5) to assist in developing the draft CCZEVS plan. This will be an opportunity for the advisory committee to review public outreach materials.

**Meeting #3** - The third meeting will be used to discuss input received during the Public Outreach process (Task 7).

**Meeting #4** - The final advisory committee meeting will be used to discuss prior phases and to provide final input for the development of the final CCZEVS plan.

<b>Task Deliverables</b>
Meeting agendas and notes for all Advisory Committee Meetings

**Task 5: Outreach and Engagement – Initial Stakeholder Meetings**

Services will include engaging with diverse stakeholder groups to explain the project and seek input. The offeror is encouraged to consider a range of means of stakeholder engagement. Services will also include reviewing and obtaining feedback on existing conditions from Task 1 with stakeholders. Feedback will be incorporated on infrastructure gaps and how to improve them in Task 3. Services will include engaging with the following stakeholder groups:



### **Local Municipalities, School Districts & Public Transit Agencies**

Central Coast cities and counties will be convened to collect information on any potential zoning issues, strategies to streamline ZEV infrastructure permitting including potential barriers to efficient and timely permitting/construction of associated ZEV infrastructure along with mitigation recommendations to possible barriers. Information collected from local municipalities will also include any necessary safety assessments for refueling stations. Information collected from public transportation agencies and school districts will be used to summarize the potential for use of ZEVs in bus fleets, assess safety concerns at potential refueling sites, and provide guidance on ZEV options tailored to their individual transit and school bus operations.

### **Utility Providers**

Services will seek input from Central Coast public utility providers such as Southern California Edison, Central Coast Community Energy, Pacific Gas and Electric, and Clean Power Alliance. These entities will inform the CCZEVS of utility electric vehicle charging station incentive programs that can cover electrical infrastructure upgrades as well as necessary regional grid planning and electrical infrastructure requirements that will be needed for region-wide transit and freight electrification.

### **Private Sector Freight Operators/Solid Waste Providers/Marine Ports/Private Mobility Companies**

Collaboration will be built, and new partnerships explored between goods movement companies, solid waste providers, and major marine ports to outline competitive funding opportunities for zero-emission freight trucks, port drayage trucks, and marine projects. Private sector freight operators and marine ports partners can also help identify a list of pilot projects and early opportunities for medium and heavy-duty zero emission truck deployment. Services will include collaboration with Private mobility stakeholders to help develop a comprehensive list of micromobility programs, including bikeshare, that enhance sustainable First Mile, Last Mile transit access for Central Coast residents, and include micromobility depots at key transit locations. These stakeholders will also help the CCZEVS team explore the possibility of using their Mobility Data specifications to identify important transportation linkages between each Central Coast County, helping advance the current gaps between communities to serve interregional travelers. This meeting will also be used to development CCZEVS objective #6: Freight Sustainability.

### **Residents and Property Owners**

Services will include connecting with the property managers and residents of the region's largest multifamily properties to promote ZEV fueling infrastructure development for low-income renters and facilitate property manager/owner participation in incentive programs for ZEV charging infrastructure development. These stakeholders will also inform the CCZEVS of the current unique barriers respective to multifamily properties. This meeting will also be used to development CCZEVS objective #1: Overview of ZEV Infrastructure Strengths, Opportunities and Gaps.

### **Non-governmental Organizations & Major Central Coast Employers**

Services will include working with Central Coast ZEV advocates for the promotion of outreach activities, events, and public meetings so no stakeholders will be uninformed. These organizations will be used as an information sharing platform regarding updates pertaining to the CCZEVS as well as promote the adoption of the CCZEVS objectives. Nongovernmental Organizations are often closely tapped into the local community groups and are excellent conduits to broaden awareness about ZEV infrastructure

access in low-income and disadvantaged communities. Services provided will also include conducting outreach to major private and public employers along the Central Coast. This will help identify workplace barriers of publicly accessible ZEV infrastructure to ensure that residents are never stranded from ZEV fueling stations.

**ZEV Fueling Service Providers**

Services will include discussing the business models that the EV charging service providers (Tesla, ChargePoint, EVgo, etc.) use to decide where to install charging stations. This will be to understand what incentives cause them to install develop charging infrastructure. This discussion will also uncover how they charge for their electricity, as well as the cost to install and maintain chargers.

<b>Task Deliverables</b>
Meeting agendas and notes
Workshop Materials (presentation, posters, etc.)
Memorandum #4: Summary of Stakeholder Engagement

**Task 6: Develop Administrative Draft Central Coast Zero Emission Vehicle Strategy Plan**

Services will include preparing an administrative draft of the Central Coast Zero Emission Vehicle Strategy Plan considering memoranda developed in prior phases. The Draft CCZEVS Plan will include the existing conditions analysis and SWOT analysis. The Draft CCZEVS Plan will include all recommendations to spur the implementation of additional zero emission vehicle fueling stations to fill in the gaps where they are needed including, but not limited to:

- Identify the types of locations that private zero emission vehicle service providers will install fueling stations
- Identify potential locations (or location types) for the public sector to install zero emission vehicle infrastructure
- Describe the pros and cons of different models for charging for zero emission vehicle fueling
- Identify funding sources and incentive programs where needed to install zero emission vehicle fueling stations
- Recommend regulatory changes that would spur developers and municipalities to install additional zero emission vehicle infrastructure (local ordinances that require x number of charging stations in apartment building parking, etc.)
- Identify regulatory barriers to installing additional zero emission vehicle infrastructure (federal law that prevents charging for electricity at rest stops, etc.)
- Implementation strategy outlining how to prioritize and address identified gaps and barriers

The Draft CCZEVS should first provide a concise overview of existing zero emission vehicle infrastructure, including ZEV- truck and ZEV-bus infrastructure, and infrastructure serving historically underserved communities.

The Draft CCZEVS should then identify the opportunities to fill zero emission vehicle infrastructure gaps in an equitable way. Areas of focus should include: access for low-income multi-unit dwelling/rental properties and residents, fueling infrastructure along regional corridors, fueling infrastructure for intercity and regional transit providers, and ZEV-trucks infrastructure buildout.

The Draft CCEVS should include a visual representation of the existing and planned EV infrastructure, gaps in the EV charging network, and opportunities to fill those gaps. This could include a GIS based representation of EV charging infrastructure on the Central Coast.

The Draft CCZEVS should then provide a detailed zero emission vehicle fueling infrastructure implementation roadmap for local agencies to follow. This roadmap would first include a detailed technical guide of the different steps and considerations needed to install charging infrastructure, such as analysis requirements for site assessments or considerations relating to PSPS events and micro grid islanding. The roadmap would also include a comprehensive list of EV charging infrastructure funding opportunities and mechanisms, as well as a full marketing and outreach kit local agencies could deploy to educate their communities about the benefits of private or shared-use EV ownership as well as current EV incentives.

The draft CCZEVS will be presented to the advisory committee, and feedback will be incorporated into the plan.

<b>Task Deliverables</b>
Administrative Draft Central Coast Zero Emission Vehicle Strategy Plan
Present Administrative Draft to Advisory Committee, meeting materials, agenda
Incorporate feedback from Advisory Committee

**Task 7: Public Outreach**

Services will include conducting public outreach to gain community input on the Draft Central Coast Zero Emission Vehicle Strategy (CCZEVS). Services will include conducting a minimum of one public workshop and provide other means of gaining public input on the draft plan (ex. An interactive story map, an online survey, or a project website). Due to the covid-19 pandemic, all public workshops may be conducted virtually.

Following the public outreach process, a summary of all public comments received during the outreach effort will be provided. The summary of the comments shall be presented to the advisory committee.

<b>Task Deliverables</b>
Public Outreach Materials
Summary of public comments received on draft Central Coast Zero Emission Vehicle Strategy
Final Draft Central Coast Zero Emission Vehicle Strategy

**Task 8: Prepare Final Plan and Seek Adoption by governing Boards**

Services will include presenting the final CCZEVS to each of the governing Boards of AMBAG, SBCAG, and SLOCOG for review and comment.

<b>Task Deliverables</b>
Staff report and PowerPoint presentation (3 presentations)

**Task 9: Board Approval**

The final CCZEVS will be taken to the governing Boards of AMBAG, SBCAG, and SLOCOG to seek final adoption.

<b>Task Deliverables</b>
Adopted final CCZEVS
Staff report

## RFP Timetable

<b>Task</b>	<b>Completion Date</b>
<b>Release RFP</b>	September 22, 2021
<b>Questions Due</b>	October 4, 2021
<b>Post Responses to Questions</b>	October 6, 2021
<b>Addendum Release (if needed)</b>	October 12, 2021
<b>Submittal / Closing Deadline</b>	October 28, 2021
<b>Offeror Interviews (at the option of SBCAG)</b>	November 8-12, 2021
<b>Offeror Selection</b>	November 15, 2021
<b>Contract Negotiation Complete</b>	November 29, 2021
<b>SBCAG Contract Authorization</b>	December 16, 2021

## Proposal Submittal

Offerors must submit Electronic Responses via the SBCAG e-Procurement Portal <https://secure.procurenow.com/portal/SBCAG> before October 28, 2021, at 4 p.m. (PDT).

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 questions regarding this RFP via the SBCAG e-Procurement Portal, located at <https://secure.procurenow.com/portal/SBCAG>. Please note the deadline for submitting questions in the RFP Timetable above. All questions received by the deadline will be answered through a posting on the SBCAG e-Procurement Portal. Offerors may also click “Follow” on this RFP to receive an email notification when answers are posted. It is the responsibility of the offeror to check the website for answers to questions.

Addendum / Addenda Notification: Offerors are required to register for an account via the SBCAG e-Procurement Portal hosted by ProcureNow. After registration, an offeror may elect to receive addenda

notifications via email by clicking “Follow” on this project. It is the sole responsibility of each offeror 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 proposal. Proposals to the RFP should include the following sections:

### **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 participating firms cooperating in the effort as subcontractors and the services to be provided.

### **Technical Approach (35%)**

The offeror shall outline its technical approach for the implementation of the project. The technical approach shall be submitted in a format that can be used as the Scope of Services that may be attached to and made part of the agreement between SBCAG and offeror. The content of the technical approach shall include, but is not limited to:

1. A description of the methodology to be used in providing deliverables.
2. 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 more thoroughly define the Scope of Services.

3. A list of deliverables associated with the tasks defined in the Scope of Services.
4. An assessment of supplemental data collection or other items and/or resources that will be required from SBCAG, AMBAG, and SLOCOG, as well as any non-governmental entities.
5. A discussion of unusual aspects that may be encountered during the development of the project.
6. 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.

**Management Approach (30%)**

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 assessment. The schedule should be in a bar chart format and should address the elements of the Scope of Work. SBCAG estimates the project to take 18 months to complete.

SBCAG has a 10% Disadvantaged Business Enterprise (DBE) usage goal for Fiscal year 2021-22. 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 subcontractor and the capacity they will serve on the project.

**Experience of Firm and Personnel (20%)**

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 team (by name)
  - b. Project description and services provided
  - c. Total project cost
  - d. Total cost of services provided
  - e. Project start date and completion dates
  - f. Budget and schedule performance
  - g. Subcontractors involved
  - h. 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.

### **Cost Estimate (10%)**

The offeror shall provide an estimate of the resources required to complete the project scope of services. The estimate of staff hours should be in spreadsheet format and at a minimum include total hours by task, and 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 printing and other production costs for technical memoranda, drafts, and final reports.

### **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 and staff from SLOCOG, AMBAG, Caltrans, and the Santa Barbara County Air Pollution Control District, will review proposals submitted by the deadline. One or more offerors may be invited for an oral interview to explain their project approach and methodology. If occurring, oral interviews will be conducted virtually. SBCAG and the members of the selection committee will reach a consensus and make a recommendation to the SBCAG Executive Director following evaluation of 1) written proposals and 2) performance at the oral interview, if conducted. Proposals will be evaluated according to four criteria (weight): Executive Summary (5%), Technical Approach (35%), Management Approach (30%), Experience of Firm and Personnel (20%), and Cost Estimate (10%), in addition to performance at the oral interview, if conducted.

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 Project Manager, in consultation with the SBCAG Executive Director, will prepare a memo explaining the selection.

### **Terms & Conditions**

#### **A. 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.

## **B. 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.

## **C. 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.

## **D. 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 offeror 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.

## **E. Signature**

The proposal will also provide the following information: name, title, address, and telephone number of individual with authority to bind the offeror and also who may 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 December 16, 2021.

## **F. 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. 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.



## **G. 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.

## **H. Disadvantaged Business Enterprise (DBE)**

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, all 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.

## **I. Title VI of the Civil Rights Act of 1964**

The selected offeror will agree 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.

## **J. 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.

## **K. 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, Haley DePass, listed in this RFP. In order to ensure the proposal is in compliance with federal ADA guidelines, offerors should review the federal ADA guidelines.

## **L. 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.

**INTERESTED PARTY**: All bidders 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 Financial & Procurement Coordinator. 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 Financial & Procurement Coordinator 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 Financial & Procurement Coordinator 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 Financial & Procurement Coordinator.

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 a) after receipt of recommendations from the Director of Planning, the Executive Director elects not to attempt such resolution, or b) 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 Financial & Procurement Coordinator 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 Financial & Procurement Coordinator shall effect an agreement with the Contractor for suspension of activity.



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 SBCAG or unless earlier terminated.

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 49 CFR 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") Title 49, Code of Federal Regulations, 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 60 days. SBCAG shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

34. **IMMATERIAL AMENDMENTS**. 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 may be authorized may be authorized by SBCAG's Executive Director, or designee, in writing, and in accordance with Section 25.

EXHIBIT A  
**Statement of Work**

[Statement of Work will be inserted here]

\_\_\_\_\_ shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of SBCAG's designated representative.

## EXHIBIT B

### PAYMENT ARRANGEMENTS

#### Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, up to but not to exceed \$[XXXXXXX].
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **Exhibit A** as determined by SBCAG.
- C. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined below in **Attachment B1 Schedule of Fees**. Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **Exhibit A**.
- D. **[Monthly, Quarterly, or Annually]** CONTRACTOR, shall submit to the SBCAG Designated Representative an invoice or certified claim for the service performed over the period specified. SBCAG's Designated Representative shall evaluate the quality of the service performed and, if found to be satisfactory and within the cost basis of **Attachment B1**, shall initiate payment processing. SBCAG shall pay invoices or claims for satisfactory work within 30 days of presentation.
- E. SBCAG's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of SBCAG's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

Attachment B1  
Schedule of Fees

(To Be Determined)



## EXHIBIT C

### STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS FOR PROFESSIONAL CONTRACTS

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 by Risk Management, 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.