

**Request for Proposal No. 0125
Advocacy and
Consulting Services**

**High Desert Corridor Joint Powers Authority
385 North Arrowhead Avenue, 5th Floor
San Bernardino, CA 92415
December 20, 2018**

I. INTRODUCTION

A. Purpose

The High Desert Corridor (HDC) began as a proposed highway project connecting the counties of Los Angeles and San Bernardino. It later evolved into a multipurpose corridor that could connect the Antelope Valley in Los Angeles County with the Victor Valley in San Bernardino County.

Project partners include Los Angeles County, San Bernardino County, Lancaster, Palmdale, Victorville, Adelanto and the Town of Apple Valley, which are members of the High Desert Corridor Joint Powers Authority Board (HDC JPA). Other stakeholders includes L.A. Metro, Caltrans and the San Bernardino County Transportation Authority.

The purpose of the HDC is to improve east-west mobility within the High Desert region of Southern California. The project aims to improve travel safety and reliability, while connecting residential, commercial and industrial areas in the Antelope and Victor Valleys, inclusive of the cities of Palmdale, Lancaster, Adelanto, Victorville and the Town of Apple Valley.

The HDC JPA is seeking proposals from interested and qualified Proposers to provide local, state and federal consulting and advocacy services. The successful proposer(s) will outline a winning strategy and demonstrate a positive record of accomplishment through use of its own staff and/or via partnerships with other firms to help advance the rail portion of the project by assisting with developing a financial plan for design and construction, including accessing available state, federal, local and private sector funding and financial resources.

In addition to advocacy work, these efforts will entail preparation of applications under federal grant programs, including, but not limited to, Consolidated Rail Infrastructure and Safety Improvements, BUILD and new programs created under the upcoming Transportation Reauthorization legislation, and State funding, such as the Transit and Intercity Rail Capital Program. Proposers who wish to bid on one area of the RFP, i.e., state or federal only, are welcome to apply.

All correspondence, including proposals and questions, are to be submitted to the RFP contact:

High Desert Corridor Joint Powers Authority
Attn: Josh Candelaria
385 North Arrowhead Avenue, 5th Floor
San Bernardino, CA 92415
jcandelaria@sbcountry.gov

E-mail address may be used to submit questions as well as proposals.

Once this RFP has been issued, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Failure to adhere to this policy may result in disqualification of the Proposer.

B. Contract Term

Specific services to be provided under this Request for Proposals (RFP) are outlined under Section V, Scope of Work. The Contract period will be for a one-year period beginning on the approval date by the Board of the HDC JPA with the option to extend for an additional two one-year terms.

C. Assistance to Proposers with a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the RFP designated contact no later than ten (10) days prior to the deadline for receipt of proposals.

D. Proposal Submission Deadline

Proposals or bids must be received no later than February xx, 2019 at 5:00 p.m. PST. Postmarks will not be accepted in lieu of actual receipt.

II. PROPOSAL TIMELINE

Release of RFP	December 20, 2018
Deadline for Submission of Questions	January 14, 2018 at 5:00 PM
Deadline for Proposals	February 11, 2019 at 5:00 PM
Date for Tentative Contract Award	To Be Determined

III. PROPOSAL CONDITIONS

A. Minimum Proposal Requirements

All proposers must:

1. Ensure that the agency and all employees have current licenses, permits, and/or certifications required to provide the services described in this RFP;
2. Have been regularly and continuously, engaged in the business of providing local, state or federal advocacy and consulting services to local governments with an emphasis on transportation issues;
3. Provide a minimum of three (3) references of agencies Proposer has had successful advocacy and consulting services contracts with, providing the same/or similar services as requested in this RFP.

B. Authorized Signatures

All proposals must be signed by an individual authorized to bind the Proposer to the provisions of the RFP.

C. Term of Offer

Proposals shall remain open, valid and subject to acceptance anytime within 270 days after the proposal opening.

D. Required Review

Proposers should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the RFP contact at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of proposals upon which award could not be made.

Protests based on any omission or error in the content of this RFP may be disallowed if not brought to the written attention of the RFP Contact in Section I, Paragraph A, at least five days before the Deadline for Proposals.

E. Incurred Costs

The High Desert Corridor Joint Powers Authority is not obligated to pay any costs incurred by Proposer in the preparation of a proposal in response to this RFP. Proposers agree that all costs incurred in developing a proposal are the Proposer's responsibility.

F. Amendments/Addenda to RFP

The High Desert Corridor Joint Powers Authority reserves the right to issue addenda or amendments to this RFP if the High Desert Corridor Joint Powers Authority considers that changes are necessary or additional information is needed.

Changes to a proposal or withdrawal of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline.

G. Best Value Evaluation

As established in this solicitation, the High Desert Corridor Joint Powers Authority realizes that criteria other than price are important and will award contract(s) based on the proposal that best meets the needs of the agency. The optimal combination of quality, price, and various qualitative elements of required services will provide the High Desert Corridor Joint Powers Authority the greatest or best value for its money.

H. Right of Rejection

Offers must comply with all of the terms of the RFP, and all applicable local, state, and federal laws, codes, and regulations. The High Desert Corridor Joint Powers Authority may reject as non-responsive any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Proposers may not qualify the proposal nor restrict the rights of High Desert Corridor Joint Powers Authority. If Proposer does so, the proposal may be determined to be a non-responsive counter-offer and the proposal may be rejected.

No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation and if the irregularity, defect or variation is considered by High Desert Corridor Joint Powers Authority to be immaterial or inconsequential, High Desert Corridor Joint Powers Authority may choose to accept the proposal.

Minor informalities may be waived by HDC JPA when they:

- Do not affect responsiveness;
- Are merely a matter of form or format;
- Do not change the relative standing or otherwise prejudice other offers;
- Do not change the meaning or scope of the RFP;
- Are trivial, negligible, or immaterial in nature;
- Do not reflect a material change in the work; or
- Do not constitute a substantial reservation against a requirement or provision;

In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or High Desert Corridor Joint Powers Authority may elect to waive the deficiency and accept the proposal.

This RFP does not commit High Desert Corridor Joint Powers Authority to award a contract. High Desert Corridor Joint Powers Authority reserves the right to reject any or all proposals if it is in the best interest of High Desert Corridor Joint Powers Authority to do so. High Desert Corridor Joint Powers Authority also reserves the right to terminate this RFP process at any time.

I.

J. Clarification of Offers

In order to determine if a proposal is reasonably acceptable for award, communications by the Facilitator for the Evaluation Panel are permitted with a Proposer to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the Facilitator may be adjusted as a result of a clarification under this section.

K. Public Records Act

All Proposals and other material submitted become the property of the High Desert Corridor Joint Powers Authority and are subject to release according to the California Public Records Act (Government Code 6250). All Proposal information, including cost information, will be held in confidence during the evaluation and negotiation process. Thereafter, Proposals are subject to becoming public information.

If a Proposer believes that any portion of its Proposal is exempt from public disclosure, it may clearly mark that portion "Confidential" or "Proprietary" and enclose that information in a separate envelope clearly marked "Confidential or Proprietary." The Proposer also must include a brief description that sets out the reasons for exemption from disclosure. The County will use reasonable means to ensure that such information is safeguarded, but will not be held liable for inadvertent disclosure of the information. Proposals marked "Confidential" in their entirety will not be honored, and the County might not deny public disclosure of any portion of proposals so marked.

By submitting a Proposal with portions marked "Confidential" or "Proprietary," a Proposer represents that it has a good faith belief that such portions are exempt from disclosure under the California Public Records Act and agrees to reimburse the County for, and to indemnify, defend and hold harmless the County, its officers, employees and agents, from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses, including without limitation, attorneys' fees, expenses and court costs of any nature arising from or relating to the County's non-disclosure of any such designated portions of a Proposal.

L. Employment of Former Officials

Information must be provided in Attachment G regarding former High Desert Corridor Joint Powers Authority officials (as defined below) who are employed by or represent your business. The information provided must include a list of former High Desert Corridor Joint Powers Authority officials who terminated employment within the last five years and who are now officers, principals, partners, associates or members of the business and should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "High Desert Corridor Joint Powers Authority official" is defined as a member of the Joint Powers Authority.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

N. Disclosure of Criminal and Civil Proceedings

High Desert Corridor Joint Powers Authority reserves the right to request the information described herein from the Proposer selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Proposer. High Desert Corridor Joint Powers Authority also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly

from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to High Desert Corridor Joint Powers Authority. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

O. Debarment and Suspension

Proposer certifies in Attachment D that neither it nor its principals or subcontracts is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549.

Further, Proposer affirms that it has no record of unsatisfactory performance in the twenty-four (24) month period immediately preceding the date of issuance of this RFP.

P. Final Authority

The final authority to award contracts as a result of this RFP rests solely with High Desert Corridor Joint Powers Authority Board, or as delegated by the High Desert Corridor Joint Powers Authority Board.

IV. DEFINITIONS

PROPOSAL: The offer to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the High Desert Corridor Joint Powers Authority.

REQUEST FOR PROPOSAL (RFP): The request for an offer from prospective Contractors which will indicate the general terms which are sought to be procured from the Contractor. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

SOLICITATION: Any document used to obtain proposals for the purpose of entering into a contract.

SUBCONTRACTOR: A person, partnership or company, not in the employment of or owned by Contractor who is performing services under this contract or under a separate contract with or on behalf of Contractor.

PROPOSER – VENDOR – CONTRACTOR

During the RFP process, the Vendor community is notified of a RFP. When a business or individual submits a proposal, it is then a Proposer. When a Proposer is selected for award, the terminology most often used is Contractor.

V. SCOPE OF WORK

A. BACKGROUND INFORMATION

The High Desert Corridor (HDC) project began as a proposed highway project connecting the counties of Los Angeles and San Bernardino. It later evolved into a multipurpose corridor that could connect Antelope Valley in Los Angeles County with Victor Valley in San Bernardino County.

Project partners include Los Angeles County, San Bernardino County, Lancaster, Palmdale, Victorville, Adelanto and the Town of Apple Valley, which are members of the High Desert Corridor Joint Powers Authority Board. Other stakeholders include L.A. Metro, Caltrans and the San Bernardino County Transportation Authority.

The purpose of the HDC is to improve east-west mobility within the High Desert region of Southern California. The project aims to improve travel safety and reliability, while connecting residential, commercial and industrial areas in the Antelope and Victor Valleys, inclusive of the cities of Palmdale, Lancaster, Adelanto, Victorville and the Town of Apple Valley.

B. PROJECT DESCRIPTION

The success proposer(s) shall provide, at a minimum, the following services:

1. Energetically represent the High Desert Corridor Joint Powers Authority and, in coordination with the High Desert Corridor Joint Powers Authority staff, serve as a liaison among local governmental agencies, California State Legislature, Congress, Administration officials and other federal and state department representatives and officials.
2. Maintain routine communication with High Desert Corridor Joint Powers Authority staff and High Desert Corridor Joint Powers Authority Board Members.
3. Monitor all introduced and amended versions of pending legislation of potential interest to, or impact on the High Desert Corridor Joint Powers Authority.
4. Assist the High Desert Corridor Joint Powers Authority staff with arranging and participating in meetings with various project participants, stakeholders, governmental officials and potential funding and financing agencies.
5. Identify available local, state and federal programs that provide funding or grants for the High Desert Corridor project, provide assistance in structuring and presenting applications, and monitor and expedite applications programs.
6. Provide copies of bills, amendments, committee reports, federal agency rules, regulations, or reports, or other information reasonably available that is pertinent to the High Desert Corridor Joint Powers Authority state and federal advocacy program. The Proposer(s) will also provide routine information on emerging local, state and federal issues that could have a significant impact on the High Desert Corridor Joint Powers Authority.
7. Prepare briefing materials, provide briefings, and arrange appointments for the High Desert Corridor Joint Powers Authority Board Members when they travel to Washington, D.C., or Sacramento, CA to further the High Desert Corridor Joint Powers Authority advocacy program.
8. Respond expeditiously to High Desert Corridor Joint Powers Authority inquiries and/or requests.
9. Attend the High Desert Corridor Joint Powers Authority meetings as needed to discuss high profile issues.
10. On behalf of the High Desert Joint Powers Authority, fulfill registration and reporting requirements imposed on lobbyists as required by law, including a weekly written summary of federal activities that are relevant to the County.
11. Provide representation of the High Desert Corridor Joint Powers Authority without conflict of interest; representation of other clients should not pose conflict of interest issues for the Contractor, nor should the interests of such other clients be in direct conflict with the High Desert Corridor Joint Powers Authority interest.

VI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be received by the designated date and time. Late or incomplete proposals will not be accepted. Electronic response may be submitted through email to jcandelaria@sbccounty.gov.
3. The Proposer acknowledges that its electronic signature is legally binding.
4. Paper responses may be submitted in lieu of electronic submission, at the location identified in the solicitation, by mail or in person to the RFP Contact listed in Section I, Paragraph A, and will be time/date stamped when received and can be withdrawn at any time prior to the scheduled deadline for submission of the proposal.
5. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP.
6. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

B. Proposal Format

Response to this RFP must be in the form of a proposal package, which must be submitted in the following format:

1. Presentation

All hard copies of proposal must be submitted on 8 ½ x 11 paper. Each page, including attachments, must be clearly and consecutively numbered.

Hand carried proposals may be delivered to the RFP Contact identified in Section I between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by San Bernardino County. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

2. Cover Page

Attachment A is to be used as the cover page.

3. Table of Contents

All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

4. Statement of Certification

Include the following on Attachment B:

- a. A statement that the offer made in the proposal is firm and binding for 270 days from the date the proposal is opened and recorded.
- b. A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other Proposer (competitor) for the purpose of restricting competition.
- c. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle High Desert Corridor Joint Powers Authority to pursue any remedy by law.
- d. A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.
- e. A statement that the Proposer agrees to provide High Desert Corridor Joint Powers Authority with any other information High Desert Corridor Joint Powers Authority determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed.

- f. A statement that the prospective Proposer, if selected, will comply with all applicable rules, laws and regulations.
- g. A statement that the Proposer has provided information on employment of former High Desert Corridor Joint Powers Authority Officials.

This form must be fully completed and signed by an authorized officer of the Proposer.

5. Statement of Experience and Qualifications

- a. Business name of the Proposer and legal entity such as corporation, partnership, etc.
- b. Number of years the Proposer has been in business under the present business name, as well as related prior business names.
- c. Statement that the Proposer does not have any commitments or potential commitments that may impact the Proposer's ability to perform this Contract. In addition, include a list of all other clients so the High Desert Corridor Joint Powers Authority may determine if a potential conflict of interest may arise.

6. Licenses, Permits, and/or Certifications

Provide copies of all licenses, permits and/or certifications in Attachment C as required under Section X, TERMS AND CONDITIONS Paragraph A, 22.

7. Financials

Proposer must provide the Company's Annual Report for the last two years. Proposer must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide un-audited financial statements along with a certification from the owners and the Company's accountant that the information accurately reflects the company's current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the business' current financial status.

8. Project Team Organization Chart

An organization chart illustrating the project team shall clearly show the organization of the team and the hierarchy of the members. It must include:

- a. Organizational framework for the proposed project team.
- b. Company name and staff name for each role identified in the chart.
- c. Resumes of key personnel, including qualifications, education and project experience.

9. Proposal Description

The proposal should include the following:

- a. A brief synopsis of the Proposer's understanding of the High Desert Corridor Joint Powers Authority' needs and how the Proposer plans to meet these.
- b. A detailed statement of the proposed services.
- c. An explanation of any assumptions and/or constraints.

10. Work Plan and Schedule

Include the following:

- a. Summary of management/work plan for this Project.

11. Cost

Complete proposed pricing on Attachment E.

12. Insurance

Submit evidence of ability to insure as stated in Section X, Paragraph B - Indemnification and Insurance Requirements.

13. References

Provide three (3) references from other agencies that you have established a contract with on a project of this nature. Provide Contact Name, Address, Phone Number, and dates services were provided on Attachment F.

14. Exceptions to RFP
Complete Attachment H.

VII. EVALUATION

Proposals will be subject to an initial review to confirm responsiveness, by determining whether each proposal includes the stipulated content, required certifications or licensing, etc., and is presented in the required format, in order for the proposal to advance for evaluation. Any reasonable person reviewing for responsiveness must be able to ascertain for requirements.

The evaluation process includes the following categories, and may include additional specific criteria. Likewise, the listed considerations are possible considerations, and may not be the only factors involved in the evaluation.

A. QUALIFICATIONS AND EXPERIENCE

Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

1. Experience in providing legislative lobbying services, especially for local governments at the federal level.
2. Credentials, qualifications or past performance.
3. Key personnel experience.
4. Qualifications and accomplishments of the personnel who would be assigned to work with the High Desert Corridor Joint Powers Authority and range of services to be provided by assigned personnel.

B. STRATEGY

1. Proposal methodology/strategy.
2. Specificity regarding the ability and development of advocacy approach.
3. Understanding and ability to provide services listed in Section V, Scope of Work.
4. Technical and procedural innovations successfully used in other projects.
5. Strategies to access elected officials and agency administrators to further the project.

C. MANAGEMENT APPROACH AND STAFFING

1. Management approach and staffing plan.
2. Specificity of staffing approach to carry out proposed strategy.
3. Customer service approach that emphasizes responsiveness to High Desert Corridor Joint Powers Authority requests and accessibility of the firm to County officials and staff.

D. COST/REVENUE

Proposals meeting the initial review criteria will be evaluated by an Evaluation Committee for cost. The primary consideration will be the effectiveness of the agency or organization in the delivery of the services (and product, if applicable) based on demonstrated performance. Other factors may include the likelihood of changes or contract amendments, phases of work that are proposed, or the track record for business partners and/or subcontractors to deliver the services on time and cost effectively.

High Desert Corridor Joint Powers Authority may, at its sole discretion, create a shortlist of proposals for further evaluation, require an oral interview, presentation, or demonstration, utilize outside experts to assist in the evaluation process, and/or issue a request for Best and Final Offer (BAFO) from one or more Proposers.

High Desert Corridor Joint Powers Authority will establish an evaluation panel with responsibility for reviewing all proposals and conducting the evaluation. A facilitator will manage the integrity of the evaluation process and will not be a voting member of the evaluation panel. An initial meeting will be scheduled and held with the evaluation panel members, wherein the facilitator will distribute all relevant documents to the evaluators including the RFP, evaluation worksheets for each proposal, and written evaluation instructions.

After the initial meeting, evaluators will independently review and score the proposals. The evaluation panel will then convene again to discuss the individual scores to resolve questions and to discuss the basis for individual scores, but not for the evaluators to agree upon scoring. At the end of this discussion, each evaluator will be given an option to revise his/her scores.

Evaluators will make independent determinations for scores, including review and understanding of any additional information obtained by the group discussion. In the event a score is revised, the evaluator will strike out the original score, document the new score, and provide comments to support the revision.

If clarifying information is needed at any point, the facilitator will contact Proposer(s) to obtain the necessary information. The facilitator will then provide the information to the evaluation panel electronically or verbally, as appropriate.

If the evaluation process includes components such as oral interviews, product demonstration, and/or site visits, the facilitator will coordinate those with evaluators. Individual scoring and any subsequent evaluation panel meetings with respect to such components must be conducted.

Once all ratings are finalized and documented, the facilitator will collect individual evaluation worksheets to create a final evaluation scoring worksheet.

VIII. NEGOTIATIONS AND NOTICE OF INTENT TO AWARD

High Desert Corridor Joint Powers Authority may require the potential Proposer(s) selected to participate in negotiations. This may include cost, technical, or other clarifications needed to make a decision.

A. Contract Negotiation

After final evaluation, negotiations may be conducted with the Proposer of the highest-ranked proposal. Negotiations, if held, shall be within the scope of work in the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked Proposer fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, High Desert Corridor Joint Powers Authority may terminate negotiations and negotiate with the Proposer of the next highest-ranked proposal.

If the contract negotiations take place in San Bernardino County, California, the Proposer will be responsible for its travel and per diem expenses.

B. Failure to Negotiate

If the selected Proposer

- Fails to provide the information required to begin negotiations in a timely manner; or
- Fails to negotiate in good faith; or
- Indicates it cannot perform the contract within the budgeted funds available for the project; or if the Proposer and High Desert Corridor Joint Powers Authority, after a good faith effort, simply cannot come to terms,

Then High Desert Corridor Joint Powers Authority may terminate negotiations with the Proposer initially selected and commence negotiations with the next highest rated Proposer.

C. Notice of Intent to Award (NOIA) – Proposer Notification of Selection

After the completion of contract negotiations a written or electronic Notice of Intent to Award (NOIA) and denial letters (or a copy of the NOIA) will be issued to all Proposers. The NOIA also begins the 10-calendar day appeal period.

D. Review of Financial Performance

As indicated in Section VI, Paragraph B(7), financial information may be used to evaluate and select the proposal(s) deemed to be in High Desert Corridor Joint Powers Authority's best interest. Alternatively, at High Desert Corridor Joint Powers Authority's sole discretion, the financial performance of the intended contractor(s) may be assessed prior to contract award. Financial performance deemed unsatisfactory by the High Desert Corridor Joint Powers Authority may result in non-award or a recommendation for award to another Proposer(s).

E. Award

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

IX. APPEAL AND AWARD

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Purchasing. Proposer may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Appeal must be in writing.
2. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a denial of award can only be brought on the following grounds:

1. Failure of High Desert Corridor Joint Powers Authority to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
2. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Laurie Rozko, Director
San Bernardino County
Purchasing Department
777 E. Rialto Avenue
San Bernardino, CA 92415-0760

The San Bernardino County Purchasing Agent shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of the San Bernardino County Purchasing Agent shall be deemed final.

Alternatively, at the Purchasing Agent's discretion, an Appeal Panel consisting of five (5) members appointed by the Purchasing Agent shall hear the Protest in an open, public meeting. The hearing is essentially informal, in that it is not subject to the strict rules of evidence or procedure, and live witnesses, if any, will not be sworn. All relevant evidence is admissible, including hearsay. It will be up to the Panel members to consider the credibility of the evidence and the weight to give it.

The Panel will determine by a preponderance of the evidence and by at least three (3) affirmative votes: 1) the timeliness of the Protest; 2) whether the three designated grounds in the Protest fall within the allow grounds for protest as identified above; and 3) if any of the three designated grounds in the Protest are valid.

If any of the grounds are determined to be valid, the Panel will also decide if the valid portion of the Protest has so tainted the RFP process that it is unfair to the Protest or whether the valid grounds for the Protest are in the nature of harmless error and that the RFP process was fair to the protest. The Panel will not re-evaluate the proposals.

The Purchasing Agent shall notify the Proposer making the protest, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of the Purchasing Agent's Appeal Panel shall be deemed final.

A Proposer protesting the results of any of the processes described herein must follow the procedures set forth. By submitting a "Letter of Intent to Protest", the Bidder has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Proposer under this procurement. Upon exhaustion of this remedy no additional recourse is available.

Upon receipt of the formal protest, the Purchasing Agent, or his/her designee, will attempt to resolve the protest. A protest shall be disallowed when, in the judgment of the San Bernardino County Purchasing Agent it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the protester advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

In the event that a protesting Proposer does not appear at the protest hearing as scheduled, the protest will be disallowed.

X. TERMS AND CONDITIONS

Contractor will be required to enter into a formal agreement with High Desert Corridor Joint Powers Authority. This RFP sets forth some of the general provisions which will be included in the final contract. In submitting a response to this RFP, Contractor will be deemed to have agreed to each clause unless the proposal identifies an objection and County agrees to a change of language in writing. All objections to any provisions of the final contract should be listed on Attachment H – Exceptions to RFP.

A. General

1. Agreement Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the person(s) authorized to do so on behalf of Contractor and High Desert Corridor Joint Powers Authority.

2. Agreement Assignability

Without the prior written consent of the High Desert Corridor Joint Powers Authority, the Agreement is not assignable by Contractor either in whole or in part.

3. Agreement Exclusivity

This is not an exclusive Agreement. High Desert Corridor Joint Powers Authority reserves the right to enter into an agreement with other Contractors for the same or similar services. High Desert Corridor Joint Powers Authority does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Agreement.

4. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Part B-1 Indemnification.

5. Change of Address

Contractor shall notify High Desert Corridor Joint Powers Authority in writing of any change in mailing address within ten (10) business days of the change.

6. Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

7

8. Confidentiality

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

9. Conflict of interest

The High Desert Corridor Joint Powers Authority requires the services under this Agreement to be provided without a conflict of interest on the part of Contractor. Contractor agrees to provide High Desert Corridor Joint Powers Authority with a list of its existing clients prior to the execution of this Agreement to allow High Desert Corridor Joint

Powers Authority to determine whether there is a potential conflict of interest between Contractor's other clients and High Desert Corridor Joint Powers Authority.

If High Desert Corridor Joint Powers Authority determines a conflict of interest exists, it has the right to immediately terminate this Agreement upon written notice to Contractor.

10. Contractor Primary Contact

The Contractor will designate an individual to serve as the primary point of contact for the Agreement. Contractor or designee must respond to High Desert Corridor Joint Powers Authority inquires within two (2) business days. Contractor shall not change the primary contact without written notification and acceptance of High Desert Corridor Joint Powers Authority. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

11. High Desert Corridor Joint Powers Authority Representative

The High Desert Corridor Joint Powers Authority Administrator or his/her designee shall represent High Desert Corridor Joint Powers Authority in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the High Desert Corridor Joint Powers Authority, then the High Desert Corridor Joint Powers Authority must approve all amendments to this Contract.

13. Drug and Alcohol-Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this agreement, Contractor agrees that the Contractor and the Contractor's employees, while performing service for High Desert Corridor Joint Powers Authority:

- a. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- c. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

High Desert Corridor Joint Powers Authority may terminate for default or breach of this agreement and any other agreement the Contractor has with High Desert Corridor Joint Powers Authority, if the Contractor or Contractor's employees are determined by High Desert Corridor Joint Powers Authority not to be in compliance with above.

14. Duration of Terms

This Agreement, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Agreement.

15. Employment Discrimination

During the term of the Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

16. Environmental Preference

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this contract.

17. Ethical Behavior

Contractor shall make all reasonable efforts to ensure that no High Desert Corridor Joint Powers Authority officer or employee, whose position in High Desert Corridor Joint Powers Authority enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of High Desert Corridor Joint Powers Authority in an attempt to secure favorable treatment regarding this Agreement.

High Desert Corridor Joint Powers Authority, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of High Desert Corridor Joint Powers Authority with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Contractor shall immediately report any attempt by a High Desert Corridor Joint Powers Authority officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the High Desert Corridor Joint Powers Authority. In the event of a termination under this provision, High Desert Corridor Joint Powers Authority is entitled to pursue any available legal remedies.

18. Fiscal Provisions

- a. The maximum amount of reimbursement/payment under this Agreement shall be subject to availability of other funds to the High Desert Corridor Joint Powers Authority. The consideration to be paid to Proposer, as provided herein, shall be in full payment for all Proposer's services and expenses incurred in the performance hereof, including travel and per diem.
- b. Contractor shall provide High Desert Corridor Joint Powers Authority itemized monthly invoices, in arrears, for services performed under this Agreement within twenty (20) days of the end of the previous month. The High Desert Corridor Joint Powers Authority shall make payment to Consultant within sixty (60) working days after receipt of invoice or the resolution of any billing dispute. Invoice must reflect both purchase order number and applicable proposal number to initiate payment. Invoices are to be sent to the ordering department.
- c. Proposer shall accept all payments from High Desert Corridor Joint Powers Authority via electronic fund transfer (EFT) directly deposited into the Proposer's designated checking or other bank account. Proposer shall

promptly comply with directions and accurately complete forms provided by High Desert Corridor Joint Powers Authority required to process EFT payments.

- d. High Desert Corridor Joint Powers Authority is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Proposer or on any taxes levied on employee wages. The High Desert Corridor Joint Powers Authority shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Agreement.
- e. Costs for services under the terms of this Agreement shall be incurred during the agreement period except as approved by High Desert Corridor Joint Powers Authority. Proposer shall not use current year funds to pay prior or future year obligations.
- f. Funds made available under this Agreement shall not supplant any federal, state or any government funds intended for services of the same nature as this Agreement. Proposer shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Proposer agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the High Desert Corridor Joint Powers Authority.

19. Informal Dispute Resolution

In the event High Desert Corridor Joint Powers Authority determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

20. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

21. Licenses, Permits, and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. Contractor shall maintain these licenses, permits, and/or certifications in effect for the duration of this Agreement. Contractor will notify High Desert Corridor Joint Powers Authority immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain required licenses, permits, and/or certifications may result in immediate termination of this Agreement.

22. Mutual Covenants

The parties to this Agreement mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

23. Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by High Desert Corridor Joint Powers Authority to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Agreement; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Agreement. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

24. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Agreement or Contractor's relationship with County may be made or used without prior written approval of High Desert Corridor Joint Powers Authority.

25. Representation of High Desert Corridor Joint Powers Authority

In the performance of the Agreement, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of High Desert Corridor Joint Powers Authority.

26. Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

27. Subcontracting

Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Agreement without first obtaining written approval from the High Desert Corridor Joint Powers Authority. Any subcontracting shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor's contract.

Contractor shall obtain County's written consent, which High Desert Corridor Joint Powers Authority may withhold in its sole discretion, before entering into agreements with or otherwise engaging any subcontractors who may supply any part of the deliverables and/or services to High Desert Corridor Joint Powers Authority. At High Desert Corridor Joint Powers Authority's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the High Desert Corridor Joint Powers Authority, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify High Desert Corridor Joint Powers Authority for the actions or omissions of its subcontractors under the terms and conditions specified in Section X.

For any subcontractor, Contractor shall:

27.1 Be responsible for subcontractor compliance with the contract and the subcontract terms and conditions; and

27.2 Ensure that the subcontractor follows High Desert Corridor Joint Powers Authority reporting formats and procedures as specified by County.

27.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Section V, Scope of Work.

Upon expiration or termination of this Agreement for any reason, High Desert Corridor Joint Powers Authority will have the right to enter into direct agreements with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractor's from entering into direct agreements with High Desert Corridor Joint Powers Authority.

28. Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Deliverables or Services provided pursuant to this Agreement is served upon Contractor or High Desert Corridor Joint Powers Authority, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and High Desert Corridor Joint Powers Authority further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for High Desert Corridor Joint Powers Authority.

29. Termination for Convenience

High Desert Corridor Joint Powers Authority for its convenience may terminate this Agreement in whole or in part upon thirty (30) calendar day's written notice. Such adjustment shall provide for payment to the Contractor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to High Desert Corridor Joint Powers Authority and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

30. Time of the Essence

Time is of the essence in performance of this Agreement and of each of its provisions.

31. Venue

The venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

B. Indemnification and Insurance Requirements

1. Indemnification

Contractor agrees to indemnify, defend (with counsel reasonably approved by HDC JPA) and hold harmless High Desert Corridor Joint Powers Authority and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by High Desert Corridor Joint Powers Authority on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to High Desert Corridor Joint Powers Authority's "active" as well as "passive" negligence but does not apply to High Desert Corridor Joint Powers Authority's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming High Desert Corridor Joint Powers Authority and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for High Desert Corridor Joint Powers Authority to vicarious liability but shall allow coverage for San Bernardino County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights

The Contractor shall require the carriers of the above-required coverage's to waive all rights of subrogation against High Desert Corridor Joint Powers Authority, its officers, employees, agents, volunteers, Contractors, and Subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against High Desert Corridor Joint Powers Authority.

Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by High Desert Corridor Joint Powers Authority.

Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and High Desert Corridor Joint Powers Authority or between High Desert Corridor Joint Powers Authority and any other insured or additional insured under the policy.

Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the High Desert Corridor Joint Powers Authority administering the contract evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Joint Powers Authority, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier

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 "Best" Insurance Guide rating of "A-VII".

Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, High Desert Corridor Joint Powers Authority has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by High Desert Corridor Joint Powers Authority will be promptly reimbursed by the Contractor or High Desert Corridor Joint Powers Authority payments to the Contractor(s)/Applicant(s) will be reduced to pay for High Desert Corridor Joint Powers Authority purchased insurance.

Insurance Review

Insurance requirements are subject to periodic review by High Desert Corridor Joint Powers Authority. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of High Desert Corridor Joint Powers Authority. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against High Desert Corridor Joint Powers Authority, inflation, or any other item reasonably related to High Desert Corridor Joint Powers Authority's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of High Desert Corridor Joint Powers Authority 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 High Desert Corridor Joint Powers Authority.

2. Insurance Specifications

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to High Desert Corridor Joint Powers Authority that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

Commercial/General Liability Insurance

The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.

- c. Broad form property damage (including completed operations)
- d. Explosion, collapse and underground hazards.
- e. Personal Injury
- f. Contractual liability
- g. \$2,000,000 general aggregate limit

Automobile Liability Insurance

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Services Requirements

Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

Or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the Agreement work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after Agreement completion.

C. Right to Monitor and Audit

1. Right to Monitor

High Desert Corridor Joint Powers Authority, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with High Desert Corridor Joint Powers Authority in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by High Desert Corridor Joint Powers Authority.

In the event High Desert Corridor Joint Powers Authority determines that Contractor's performance of its duties or other terms of this contract are deficient in any manner, High Desert Corridor Joint Powers Authority will notify Contractor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Contractor shall remedy any deficiency within forty-eight (48) hours of such notification, or High Desert Corridor Joint Powers Authority at its option, may terminate this contract immediately upon written notice, or remedy deficiency and off-set the cost thereof from any amounts due the Contractor under this contract or otherwise.

2. Availability of Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Agreement and demonstrate accountability for agreement performance. All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of Agreement.

All records relating to the Contractor's personnel, Contractors, Subcontractors, Service/Scope of Work and expenses pertaining to this Agreement shall be kept in generally acceptable accounting format. Records should

include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

D. Correction of Performance Deficiencies

1. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the Contractor shall notify High Desert Corridor Joint Powers Authority within one (1) working day, in writing and by telephone.
2. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Agreement shall be a material breach of this Agreement.
3. In the event of a non-cured breach, High Desert Corridor Joint Powers Authority may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Agreement.
 - a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
 - b. Withhold funds pending duration of the breach; and/or
 - c. Offset against any monies billed by Contractor but yet unpaid by High Desert Corridor Joint Powers Authority; and/or
 - d. Terminate this Agreement immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, High Desert Corridor Joint Powers Authority may proceed with the work in any manner deemed proper by High Desert Corridor Joint Powers Authority. The cost to High Desert Corridor Joint Powers Authority shall be deducted from any sum due to the Contractor under this Agreement and the balance, if any, shall be paid by the Contractor upon demand.
4. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

ATTACHMENT A – PROPOSAL CHECKLIST

Use this checklist to ensure that all items requested have been included.

Items Completed		Page (s)
1.	Attachment A – Proposal Checklist	
2.	Attachment A.1 – Minimum Proposer Requirements	
3.	Attachment B – Statement of Certification	
4.	Attachment C – Licenses, Permits, and/or Certifications	
5.	Attachment D – Debarment or Suspension Certification	
6.	Attachment E – Cost	
7.	Attachment F – References	
8.	Attachment G – Employment of Former County Officials	
9.	Attachment H – Exceptions to RFP	
10.	Financials (Two Years)	