



**Request for Proposal
No. PWG124-TRANS-5361
Traffic Signal Maintenance**

**San Bernardino County
Department of Public Works – Traffic Division
825 East Third Street
San Bernardino, CA 92415
May 16, 2024**

I. INTRODUCTION

A. Purpose

The San Bernardino County, Public Works Department (County), is seeking Proposals from interested and qualified Proposers to provide maintain San Bernardino County traffic signals, safety lights, streetlights and flashing signal lights (beacons and in-ground flashing lights) and doing other work appurtenant thereto. The number of awards will be determined by the quality of the proposals received.

The work to be performed in response to this Request for Proposal requires a Class A or C10 contractor's license.

B. RFP Contact

All correspondence, including Proposals and questions (no bid questions), must be submitted to the person identified below (RFP Contact):

San Bernardino County
Department of Public Works
Attn: Traffic Engineering Manager
825 East Third Street
San Bernardino, CA 92415-0835
(909) 387- 8186 Phone
(909) 387- 7876 Fax
anthony.pham@dpw.sbcounty.gov Email

Proposals will not be accepted by email or facsimile (not bid questions). Proposals must be submitted electronically through the County Electronic Procurement Network (ePro), and/or via (Paper) hard copy with original signature submitted to the address indicated above. **All Proposers must register with the ePro system prior to the date and time to submit the proposal or they will be disqualified.**

C. Reserved

D. Contract Term

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 maximum of 5 years beginning on July 1, 2024, and ending on June 30, 2029.

E. Location of Services

Location(s) where Services are to be provided throughout San Bernardino County.

No additional costs shall be allowed for transportation, lodging, per diem, nor any other costs not otherwise specifically stated in the contract shall be charged to the County for the Contractor's personnel for travel unless specifically identified in this agreement.

F. Assistance to Proposers with a Disability

Proposers with a disability may request accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the RFP Contact no later than ten (10) days prior to the Deadline for Proposals.

II. PROPOSAL TIMELINE

Release of RFP	April 2024
Deadline for Submission of Questions	3:00 pm May 9, 2024
Deadline for Proposals	5:00 pm May 16, 2024
Date for Tentative Contract Award	June 11, 2024

Questions regarding the contents of this RFP must be submitted in writing on or before the Deadline for Submission of Questions and directed to the RFP Contact. All questions will be answered and both the question and answer will be posted as an Addendum to the RFP in ePro.

III. DEFINITIONS

Capitalized terms used in this RFP shall have the meanings given to them in the RFP and as defined below:

Board: The San Bernardino County Board of Supervisors.

Contract: The Contract between the County and the Proposer resulting from the award issued pursuant to this RFP to the successful Proposer.

Contractor: Any individual, company, firm, corporation, partnership or other organization to whom a contract award is made by the County.

Facilitator: A County Purchasing Department buyer or designated individual tasked with managing the processes of the evaluation panel.

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

Purchasing Agent: The Director of the County Purchasing Department.

Request For Proposal (RFP): The request for an offer from Proposers interested in providing the identified services sought to be procured by the County. The RFP specifies the evaluation factors to be used and contains or incorporates by reference contractual terms and conditions applicable to the procurement.

Services: The requested services and work described in this RFP.

Subcontractor: An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.

IV. PROPOSAL CONDITIONS

A. Authorized Signatures

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

B. Term of Offer

Proposals shall remain open, valid and subject to acceptance anytime within nine (9) months after the Proposal submission.

C. Required Review

Proposers should carefully review this RFP for defects and questionable or objectionable material. Comments from Proposers concerning defects and objectionable material in this RFP must be made in

writing and received by the RFP contact prior to the deadline for submission of questions identified in Section II or at least ten (10) calendar days before the Deadline for Proposals (whichever occurs last). This will allow issuance of any necessary amendments or addendums to the RFP. It will also help prevent the opening of a defective RFP and exposure of Proposals upon which an award could not be made. Protests based on any omission or error, or on the content of this RFP, may be disallowed if not submitted in writing to the attention of the RFP Contact prior to the deadline for submission of questions identified in Section II or at least ten (10) calendar days before the Deadline for Proposals (whichever occurs last).

D. Incurred Costs

The County 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.

E. Amendments/Addendums to RFP

The County reserves the right to issue amendments or addendums to this RFP if the County considers that changes are necessary or additional information is needed.

Changes to a Proposal or withdrawal of a Proposal will only be allowed if a request is received prior to the Deadline for Proposals. No amendments or withdrawals will be accepted after the Deadline for Proposals.

F. Best Value Evaluation

As established in this RFP, the County realizes that criteria other than price are important and will award contract(s) based on the Proposal that best meets the needs of the County.

G. 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 County 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. Further, the County may reject a Proposal from any entity that is a parent, affiliate, or subsidiary, or that is under common ownership, control, or management with any other entity submitting a Proposal in response to this RFP.

A Proposer may not qualify the Proposal nor restrict the rights of the County. 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. If the irregularity, defect or variation is considered by the County to be immaterial or inconsequential, the County may choose to accept the Proposal.

Minor irregularities may be waived by the Purchasing Agent when they are any of the following:

1. Do not affect responsiveness;
2. Are merely a matter of form or format;
3. Do not change the relative standing or otherwise prejudice other offers;
4. Do not change the meaning or scope of the RFP;
5. Are trivial, negligible, or immaterial in nature;
6. Do not reflect a material change in the work; or
7. 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 the County may elect to waive the deficiency and accept the Proposal. The decision to provide a waiver shall in no way modify or compromise the overall purpose of the submittal, nor excuse the Proposer from compliance with all requirements if awarded a Contract.

This RFP does not commit the County to award a contract. The County reserves the right to reject any or all Proposals if it is in the best interest of the County to do so. The County also reserves the right to terminate this RFP process at any time.

H. Local Preference

San Bernardino County has adopted a Local Preference Policy. A local preference of five percent (5%) shall be applied in the cost evaluation of proposals or bids for goods, services, equipment, or a minor public work project, unless an exemption applies. In a price-based bid, five percent (5%) will be deducted from the local vendor's proposed cost for the purpose of comparison when the local vendor's proposed cost is not the lowest. If the local vendor's bid is equal to or lower than the price of an otherwise successful non-local vendor after the 5% preference is applied, the local vendor will be given the opportunity to match the lowest quoted price. In a best value evaluation, five percent (5%) of the awardable points for cost will be added to the local vendor's score. If the local vendor's overall score is equal to or lower than that of an otherwise successful nonlocal vendor, the local vendor will be recommended for award. "Due to the evaluation of qualitative elements along with cost in a best value evaluation, application of local preference for cost proposals may not result in award to a local vendor with the lowest cost after applying local preference."

Local Vendor - A local vendor is any vendor, contractor or Contractor (hereafter "vendor") that meets all of the following requirements:

1. Vendor's main office (headquarters) or a major regional office is located within the County;
2. Vendor employs a minimum of 25% of the vendor's full-time management employees and 25% of its full-time regular employees working from the San Bernardino County location(s);
3. Vendor employs one full-time or two part-time employees with primary residence in the County;
4. Vendor's "point of sale" for purposes of reporting sales tax to the State Board of Equalization is within the boundaries of the County. The payment of any local share of sales tax must go to the County or a city within the County. If the local business has more than one sales office in the State of California, the office located in the County shall be the point of sale for sales tax calculation;
5. Vendor is not delinquent in any taxes or other payments to the County;
6. Vendor possesses a valid and verifiable business license (if required);
7. Vendor has been open and established for at least six months prior to the issuance of the solicitation;
8. Vendor can demonstrate on-going business activity in the field of endeavor on which they are proposing from that office during the preceding six months;
9. Vendor has not within five years prior to the solicitation admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law or any law or regulation regarding fraud;
10. Vendor is not federally debarred; and
11. Vendor is not suspended or debarred from participation in doing business with the County, in the scope of work that is the subject of the solicitation.
12. Local Vendor Self-certification – Documentation provided

Local Vendor self-certification form is required for any bid or proposal when a local preference is claimed affirming that it meets each of the above stated criteria, and signed by a vendor representative with the authority to obligate the company under penalty of perjury. (See Attachment G)

I. Clarification of Offers

In order to determine if a Proposal is reasonably susceptible 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 panel may be adjusted as a result of a clarification under this section.

J. Public Records Act

All Proposals and other material submitted become the property of the County and are subject to release according to the California Public Records Act (Government Code §7290.000). All Proposal information, including cost information, will be held in confidence during the evaluation and negotiation process. Thereafter, Proposals are subject to becoming a non-exempt public record.

If a Proposer believes that any portion of its Proposal is exempt from public disclosure, it must indicate the specific portions believed to be confidential and not subject to disclosure on Attachment I - Public Records Act Exemptions. The Proposer also must include a brief description that sets out the reasons for exemption from disclosure. Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that do not meet the requirements of this section will not be considered.

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 identified in Attachment I as "Confidential," Proposer represents that it has a good faith belief that such portions are exempt from disclosure under the Public Records Act. Proposer may be requested to obtain legal protection from disclosure should a Public Records Act request be received. In the event the County does not disclose the information marked "Confidential," Proposer agrees to reimburse the County for, and to indemnify, defend (with counsel approved by County) and hold harmless the County, its officers, employees, agents, and volunteers 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.

K. Employment of Former County Officials

Information must be provided in Attachment G regarding former County Administrative Officials (as defined below) who are employed by or represent Proposer. The information provided must include a list of former County Administrative Officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of Proposer and should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of Proposer. For purposes of this section, "County Administrative Official" is defined as a member of the Board of Supervisors or such member's staff, Chief Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the Proposal being deemed non-responsive.

L. Iran Contracting Act of 2010

In accordance with Public Contract Code section 2204(a), the Proposer certifies that at the time the Proposal is submitted, the Proposer signing the Proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Proposers are cautioned that making a false certification may subject the Proposer to civil penalties, termination of an existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Proposer agrees that signing the Proposal shall constitute signature of this Certification.

M. Disclosure of Criminal and Civil Proceedings

The County 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. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer may also 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 the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

N. Debarment and Suspension; California Secretary of State Business Entity Registration

Proposer certifies in Attachment D that neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See Attachment D and the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Proposer also certifies in Attachment D that if it or any of the subcontractors listed in the Proposal are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

O. Unsatisfactory Performance

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

P. Final Authority

The final authority to award a contract(s) as a result of this RFP rests solely with the County Board of Supervisors, or as delegated by the Board of Supervisors.

Q. Department of Industrial Relations Registration

Proposer must be registered with the Department of Industrial Relations as required by Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) to work on public works contracts as defined under the Labor Code.

R. Campaign Contribution Disclosure (SB 1439)

Proposer has disclosed to the County through completion of Attachment M – Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] after January 1, 2023. Proposer acknowledges that under Government Code section 84308, subdivision (e)(2), Proposer may not make a contribution of more than \$250 to any County elected officer while award of a contract pursuant to this Request for Proposal is pending, and for 12 months after a final decision is rendered by the County.

Campaign contributions include those made by any agent/person/entity on behalf of the Proposer or by a parent, subsidiary or otherwise related business entity of Proposer.

S. Certification Requirements

The Services performed pursuant to a Proposal in response to this RFP requires a Class A or C10 contractor's license.

V. SCOPE OF WORK

A. BACKGROUND INFORMATION

The Public Works Department uses signal maintenance to provide a county roadway system that supports the safe, efficient, and convenient movement of people and goods. The work, in general, consists of maintaining the County of San Bernardino traffic signals, safety lights, streetlights and flashing signal lights (beacons and in-ground flashing lights) and other items or details not mentioned above that are required by the plans, Standard Specifications or these Special Provisions.

B. PROJECT DESCRIPTION

1. CONSTRUCTION DETAILS

This contract for signal maintenance commences July 1, 2024 and ends June 30, 2029. The contract shall be awarded to the lowest responsive and responsible bidder/bid total. The quantities are based upon the estimated number of labor hours and equipment hours for non-routine maintenance per year and the estimated number of "Signal Routine Maintenance" visits performed per year. The Quantities on the bid sheet are an estimate for each year of the contract. The actual number of hours (labor and equipment) paid for Non-Routine/Emergency Maintenance work depends upon the actual work required and performed.

The "Unit Price" will be the standard rate paid for the entire length of the contract.

The County retains the right of going out to bid and contracting with another vendors for any Non-Routine/Emergency Maintenance work or emergency public project work.

Payments to the contract maybe withheld for any failure to comply with these Special Provisions, including but not limited to working without a valid contractor's license.

2. SIGNALS AND LIGHTING

Signals and Lighting shall conform to Section 86 of the Standard Specifications and Standard Plans dated 2018 or as identified by the County Public Works Department.

3. SCOPE OF SERVICES TO BE PROVIDED

The Contractor shall be required to provide the County with certified personnel, vehicles and equipment, and materials as necessary to maintain the County's traffic signals, beacons, street lights and related equipment. The Contractor must have the resources and abilities to install various traffic signal poles, controller cabinets, and other associated equipment. The scope of services may include, but will not be limited to the following:

1. The Contractor shall be required to have a technician available to adequately mark all traffic signal conduit and loops at intersections on behalf of the County in accordance with California Government Code Section 4216 et seq.
2. The Contractor shall be required to perform routine traffic signal maintenance services at an established flat rate fee per intersection, with any additional Non-Routine/Emergency Maintenance work compensated at rates established as bid.
3. The Contractor shall be required to provide regular field preventive maintenance, installation, and repair of existing controller assemblies, signal standards, indications, wiring and etc. by certified personnel that meet or exceed the following qualifications:
 - a. One Level Three technician with certification by the International Municipal Signal Association (IMSA);
 - b. One Level Two technician with certification by the International Municipal Signal Association (IMSA) ;
 - c. Familiarity with programming and repair of all traffic signal controllers;
 - d. Proficient in testing as well as programming of conflict monitors (CMU) and malfunction management units (MMU);
 - e. Proficient in traffic signal timing principals;
 - f. Proficient with Iteris, Peek and Econolite video detection systems;
 - g. Familiarity with hardwire and wireless communications technology including troubleshooting, installation and adjustment of external and internal modems;
 - h. Familiarity with various battery back-up systems to include installation, programming and testing procedures, and maintenance
 - i. Familiarity with fiber optic cables and connections within traffic signal cabinets as well as related hardware.
 - j. Ability to perform cabinet modifications and up-grades as required by the County;
 - k. Technician(s) shall be available by phone 24-hours a day

Special Note: The Contractor shall be required to assign a sufficient number of traffic signal technicians to the County as may be necessary to provide routine "Preventive Maintenance" to each traffic signal every other month and street lights services every four months, as described within these Special Provisions. An inability to provide routine maintenance to each traffic signal may cause the Contractor to be subject to liquidated damages.

4. The Contractor shall be required to provide routine street lighting maintenance services (Bid Item No. 11 only includes night surveys) at an established flat rate fee per street light location, with any additional maintenance work compensated at rates established as bid.
5. The Contractor shall be required to provide a 24-hour service for knock-downs and all emergencies. The Contractor shall be required to provide a radio dispatch truck 24 hours per day.
6. The Contractor shall be required to have a complete traffic signal laboratory located in southern California, or will be required to include the use of a certified traffic signal laboratory as part of its services.
7. The Contractor shall be required to maintain a stock of common replacement parts. The equipment may include, but is not limited to the following: Econolite, Eagle and Model 170E traffic signal controllers, 24VDC Power Supply, MMU's/CMU's, flash transfer relays, load

switches, detectors, Iteris video processors, Econolite, Peek and Iteris video detection units, battery backup system units, batteries, LED red/yellow/green lamps, LED pedestrian signals, and pedestrian activation buttons. The Contractor may offer alternatives to existing obsolete equipment to meet the changing demand as it occurs.

8. The Contractor shall be required to perform installations of knockdown (damaged) replacement signal equipment and street light equipment including traffic signal poles ranging from Type 1A to Type 60, street light poles, and to install traffic signal controller assemblies, cabinets, electric services, and to install inductive loop detectors.

9. The Contractor will be required to assist the County with the recalibrating of traffic signal timing and progression; timing of traffic signals shall only be changed under the direction of the County. The Contractor shall be familiar with programming the controllers for coordination.

10. The Contractor shall be required to cooperate with the California Highway Patrol, Local Police Departments, the San Bernardino County Sheriffs, Southern California Edison and responsible department heads in cases of emergency. The Contractor will be required to refer all questions from the public to the County.

4. SIGNAL ROUTINE MAINTANCE

As to the traffic signals at the intersections set forth in Exhibit "C" elsewhere within these Special Provisions, List of Intersection Illumination and Maintained Signals, the Contractor agrees to complete routine maintenance work, including but not limited to:

Once Every Other Month

1. Preventive Maintenance Checklist Form: Maintain a copy of a Preventive Maintenance Checklist Form at each intersection. A record showing all work performed with date and time shall be kept within the cabinet.
2. Inspect, test and adjust, when necessary, the controller assembly. The controller assembly includes, but not limited to, the controller, detection equipment units, conflict monitor unit, and other appurtenant devices one (1) time every other month.
3. Vacuum Cabinet: Blow or brush off shelves, terminal blocks and components and thoroughly vacuum the interior of the cabinet.
4. Insect or Rodent Infestation: Check for signs of ants, wasps or other insects or rodents within the cabinet. Use appropriate insect traps or powders if any positive findings are discovered. More serious problems shall be reported to the County.
5. Service Connections: Verify the neutral, ground and power connections are secure in the controller and service cabinets.
6. Plug-In Components: Check that each plug-in component (rack mount detectors, relays, load switches, etc.) fits tightly and securely.
7. Ground Fault Receptacle: Verify the proper operation of "Test" and "Reset" buttons on GFCI type outlets.
8. Controller Operation: Manually place vehicle and pedestrian calls on each phase through the cabinet test switches or the controller keypad, to verify controller servicing of each active phase. Check controller logs for any faults that have occurred and make note for the file. Verify signal timing in the controller is current with timing sheet in cabinet (if they are not correct, contact County staff to verify differences). Any observed timing or operational traffic signal problems should be promptly reported to the County Traffic Division. Confirm controller time and dates are correct. (Especially after day light savings time change).

9. Conflict Monitor/Malfunction Management Unit: Verify time and dates are correct in any CMU/MMU with an internal clock.
10. Detector Operation (inductive loops): Verify the detection zones for each detector by observing the turn-on of the appropriate detection indicator as a vehicle passes over the detector loop(s). Check also that a call is placed on the correct controller phase.
11. Detector Operation (video detection): Verify camera operation by monitoring the vehicle call on the video controller unit. Also, verify the calls going to the detector call page in the controller.
12. Equipment Displays and Indicators: Verify that all LED and LCD displays and indications on all cabinet equipment are working properly.
13. Check and replace any missing hand-hole covers.
14. Check for damaged signal poles.
15. Check condition of loops in the roadway.
16. Pre-Emption Devices: Test any pre-emption devices for proper operation.
17. System Telemetry: When applicable, check the operation of telemetry on controller display and phone modem, if equipped, located in the cabinet. Report any malfunction immediately.
18. Battery Back-Up System: Check battery back-up display for AC IN, UPS OUTPUT, and INVERTER indications. All should be on when utility power is supplied to the cabinet. Also, check battery level and load level displays. Test batteries quarterly. Make note if either is out of range. Keep records of events recorded and total battery run time between maintenance checks to help indicate problem intersections.
19. Check all battery connections to ensure they are clean and secure.
20. Signal Heads: Verify that all vehicle and pedestrian heads properly display all indications and the signals are not damaged. Verify the alignment of all heads to the intended direction. Verify that all back plates, visors and doors are visibly secure. Labor and material costs to replace malfunctioning displays with Caltrans approved LED units will be paid in addition to the established flat rate fee per intersection.
21. Pedestrian Equipment: Check all pedestrian push buttons and signals by hand to ensure that they are securely mounted and operating properly. Replace damaged or malfunctioning buttons with larger size ADA type buttons as necessary (paid in addition to the established flat rate fee per intersection).
22. Internally illuminated street name signs (IISNS) and Reflective Street Name Signs (RSNS): Verify that these signs are adequately connected to frame, clamp, cables and brackets, and no panels are broken or missing. The Contractor shall notify the County of any missing Signs.
23. Miscellaneous: Check all detector loops for sealant deterioration, exposed wire, etc.
24. Remove any easily removed, unauthorized signs, stickers and posters and graffiti from signal equipment. Painting may be required.
25. Visual check of service cabinet and equipment locks.
26. Check thermostat and ventilation system (filter to be changed semi-annually)

Once Every Four (4) Months

1. Safety Lighting (Night Check): Institute a routine nighttime check of safety lights and illuminated street name signs at all signalized intersections. Luminaires should be thoroughly inspected at the time of lamp replacement. These inspections should include the following items as a minimum:

- i. Gaskets: Inspect for loose or missing gasket; repair or replace as required.
- ii. Glassware: Inspect for cracked or broken glassware; replace if necessary.
- iii. Hardware: Apply suitable thread lubricant to hardware items which must be removed in the course of routine maintenance.
- iv. (D) Terminal Block: Inspect for cracked or broken barriers on the block; replace if necessary.
- v. Mounting: Inspect to determine if luminaire is rigidly held in proper position; make any necessary adjustments.
- vi. Sockets and Receptacles: Inspect for burned current carrying parts and broken insulation; replace if necessary.
- vii. Wiring: Inspect for abrasions that might develop shorts or grounds, and repair as required.
- viii. (H) Reflectors: Inspect for scum or tarnish; replace if necessary.

Photoelectric controls should be checked during routine lighting inspection and serviced periodically or replaced as required.

Use time delay photocells.

2. Where applicable, check to ensure traffic signal interconnect systems function in accordance with the timing plans. Investigate and determine causes for any performance issues (i.e. faulty pedestrian bush buttons, faulty vehicle detection, faulty communication, etc.), and recommend appropriate repairs necessary for system operation in accordance with the timing plan.

3. Uninterrupted Power Supply (Back-Up) System:

- x. Load test all batteries and record on paper and with silver marking pen on each battery the date and load test results.
- xi. Perform 15-minute test.
- xii. Verify bypass switch is operating properly.
- xiii. Verify unit is set for 50% fully operational and 50% red flash.
- xiv. Inspect and test battery charging system.

Once Every Six (6) Months

1. Replace the cabinet filters.
2. The conflict monitor in every cabinet shall be tested.
3. Video Detection System: Clean and polish video detection camera lenses and service power supply cable.
4. Signal Lenses and Signs: Clean and polish all signal lenses and reflectors, align all signal heads and adjust all mast arm mounted street name signs.
5. Terminal Connections: Test, semi-annually or following any wiring repair, each terminal screw by backing off slightly then retightening to confirm that it is secure.
6. Check: all pull boxes for structural defects, insect or rodent infestations, and properly secured lids.
7. Report significant areas of rust on cabinet exterior and signal poles to County staff.
8. Contractor shall provide the County with a list and locations of all obsolete equipment.

Cabinet Grounding: Using appropriate equipment, check semi-annually the resistance between AC and ground.

The parties agree that at the inception of this Contract there ninety-six (96) intersections set forth in Exhibit "C". The parties further agree that the COUNTY may, from time to time, add or remove intersections to Exhibit "C", and in such case of an addition, the Contractor shall perform all routine maintenance on the new intersection for the same amount per intersection or location as set forth above.

The parties further agree that the COUNTY may, from time to time, add to, delete, change or otherwise modify the traffic signals at any of the intersections set forth in Exhibit "A", List of Intersection Illumination and Maintained Signals. In such case, the Contractor will continue to perform routine maintenance work for the changed/modified intersection without any change in the compensation for that intersection.

The contract price paid for "Signal Routine Maintenance" per intersection, per visit shall include all tools, equipment, apparatus, facilities, labor, services, materials and parts, and perform all work necessary to maintain, in a good and workmanlike manner as stated within this section of the Special Provisions, the traffic signals at the intersections set forth in Exhibit "C", List of Intersection Illumination and Maintained Signals. It is understood and agreed that all said work shall be performed and completed by the Contractor as an independent Contractor, subject to the approval of the COUNTY.

The Contractor shall provide an approximate annual schedule for these routine maintenance services to the County Department of Public Works, Traffic Division demonstrating when each intersection will be evaluated.

5. FLASHING SIGNAL ROUTINE MAINTANCE

As to the flashing signal lights (Beacons and in-road flashing lights) set forth in Exhibit "D" elsewhere within these Special Provisions, List of Flashing Signal Locations, the Contractor agrees to complete the following routine maintenance work:

1. The Contractor shall reset the time in the beacon clocks over the weekend when the time change occurs.
2. Inspect all equipment and test flashing signal lights twice a year when the time change occurs. Repairs to the flashing signal lights shall be performed under Non-Routine/Emergency Maintenance Work.
3. For the flashing signal lights (excluding in-road flashing lights), Contractor shall clean and polish all lenses biannually to coincide with the Contractor changing the clocks for the daylight savings time where appropriate.
4. The Contractor shall provide a written report of actions and findings to the County Department of Public Works, Traffic Division, the week following these services.

The parties agree that at the inception of this Contract there are thirty-seven (37) Flashing Signal Light Locations set forth in Exhibit "D". The parties further agree that the COUNTY may, from time to time, add or remove flashing signal light locations in Exhibit "D", and in such case of an addition, the Contractor shall perform all routine maintenance on the new flashing signal lights for the same amount per location as set forth above.

The parties further agree that the COUNTY may, from time to time, add to, delete, change or otherwise modify the Flashing Signal Light Locations set forth in Exhibit "D". In such case, the Contractor will continue to perform routine maintenance work for the changed/modified intersection without any change in the compensation for that location.

The contract price for "Flashing Signal-Routine Maintenance" per location, shall include all tools, equipment, apparatus, facilities, labor and services, and perform all work necessary to maintain in a good and workmanlike manner the flashing signal lights at the locations set forth in Exhibit "D", List of Flashing Signal Light Locations per this section. It is understood and agreed that all said work shall be performed and completed by the Contractor as an independent Contractor, subject to the approval of the COUNTY.

The Contractor shall provide an approximate annual schedule for these routine maintenance services to the County Department of Public Works, Traffic Division demonstrating when each intersection will be evaluated.

6. STREET LIGHTING ROUTINE MAINTENANCE

Street Lighting (Night Check): Institute a routine nighttime check of streetlights every 4 months at all street light locations as shown in Exhibit "E". When HPS lamps need to be replaced, alternative LED solutions shall be discussed with the County.

The parties agree that at the inception of this Contract there are thirty-six (36) Street light locations set forth in Exhibit "E". The parties further agree that the COUNTY may, from time to time, add or remove street light locations in Exhibit "E", and in such case of an addition, the Contractor shall perform all routine maintenance on the new street light locations for the same amount per location as set forth above.

The Contractor shall provide an approximate annual schedule for these routine maintenance services to the County Department of Public Works, Traffic Division demonstrating when each location will be evaluated.

7. NON-ROUTINE / EMERGENCY MAINTENANCE

Contractor agrees to complete the following services under Non-Routine/Emergency Maintenance Work, which includes, but is not limited to the following:

1. Replace or repair any and all defective parts of the controller mechanism as necessary.
2. Replace LED modules, visors, backplates and safety lights components, as needed, discovered during routine maintenance.
3. Maintain a 24-hour service per day, seven (7) days per week, non-routine/emergency maintenance services to address signal malfunctions. Signal malfunctions include but are not limited to the following:
 - o Burned out LEDs
 - o Signal on flash
 - o Signal knockdowns
 - o Missing or hanging signs
 - o Turned heads
 - o Blackouts
 - o Detection problems
 - o Controller malfunctions.
 - o Wiring problems
4. Respond immediately to emergency calls from the COUNTY, cities, law enforcement or other public agencies to make necessary repairs to the equipment. The source of the emergency call (name, agency, and phone number) shall however be indicated on the billing.
5. Replace signal cabinet assembly with a temporary or permanent fully functional signal cabinet assembly when the existing cabinet is deemed obsolete, damaged or is malfunctioning.

6. Replace any malfunctioning component of the cabinet assembly with a temporary one until the unit can be repaired or replaced.
7. For the flashing signal lights at the locations set forth in Exhibit "D", List of Flashing Signal Locations, the Contractor agrees to respond 24-hours a day, seven (7) days a week for Non-Routine/Emergency Maintenance Work. The Contractor shall respond immediately to all emergency calls from the COUNTY, cities, law enforcement or other public agencies to make necessary repairs to the equipment.
8. For the street light locations set forth in Exhibit "E", List of Street Light Locations, the Contractor agrees to respond to damaged and inoperative equipment from the COUNTY, cities, law enforcement or other public agencies to make necessary repairs to the equipment.
9. All other work needed to keep the traffic signals, streetlights, flashing signal lights, in-roadway lights, radar feedback signs, etc. maintained and in good operational order.
10. The Contractor shall be required to coordinate with the County's designated representative on any new traffic signals installed by another contractor under contract with the County ("County Installed Traffic Signal"), or by another contractor under contract with a private party ("Developer Installed Traffic Signal"). The County shall assume all responsibility for coordinating construction inspection of new traffic signals, whether a County Installed Traffic Signal or a Developer Installed Traffic Signal, up to, but not including final acceptance of work and traffic signal activation. The Contractor shall participate in a walk-through of the new traffic signal improvements with the County's designated representative to determine that the new traffic signal improvements will function as designed and the signal work meets specifications. When scheduled, the Contractor shall attend the traffic signal activation, and shall participate in confirming that all components of the new traffic signal improvements are operational with the County's designated representative and the installing contractor. The Contractor may be responsible for assuming maintenance responsibilities for all new traffic signals following activation.
11. The Contractor shall also provide controller assembly testing per current Caltrans Standards.
12. The County also maintains radar feedback signs. Repairs and replacement of such signs caused by damage or no longer functioning properly shall be paid under the Non-Routine Emergency Maintenance Work provisions.
13. The County also maintains Rectangular Rapid Flashing Beacons. Repairs and replacement of such equipment caused by damage or no longer functioning properly shall be paid under the Non-Routine Emergency Maintenance Work provisions.
14. Any individual Non-Routine/Emergency Maintenance Project where the total estimated cost of the project (including labor and materials) exceeds five thousand dollar (\$5,000), requires the advance written approval of the County's Director of Public Works, or the Director's designee.

The standard markup for all "Materials" and subcontractor labor is 15%. The Contractor shall provide the County with line-item material and subcontractor quotes prior to approval of any non-routine work. Emergency work is implied to be needed for the immediate safety of an intersection and may be conducted in accordance with the five-thousand-dollar (\$5,000) threshold. The County shall require invoices from the Contractor showing actual costs paid to their vendors, subcontractors, etc. to validate the standard markup amount.

The Contractor shall provide an estimated cost of work to be performed upon the request of the County.

All labor (time) shall be paid per labor rates as shown on the bid.

The contract rates for Labor, Material and Equipment shall include all work to be performed under Non-Routine/Emergency Maintenance Work necessary to keep the signalized intersections and flashing signal lights maintained and in good repair and in a good and working manner. It is understood and agreed that all said work shall be performed and completed by the Contractor as an independent contractor, subject to the approval of the COUNTY. All work under Non-Routine/Emergency Maintenance Work shall be paid by time and materials as bid.

8. LABOR AND QUALIFICATIONS (CERTIFIED)

All Signal Technicians shall be NEC (National Electrical Code) Certified or be in an approved apprenticeship program. Trouble shooting within the controller cabinet shall require a technician to have a minimum IMSA level two status. It is the sole discretion of the County to have a signal technician replaced to service the County's signals and beacons.

OPERATIONS SUPERINTENDENT:

Oversees repair work, both field and project, subject to his approval and direction. Available for advice and opinion as covered by specifications (plan, job Inspection, etc.).

TRAFFIC SIGNAL TECHNICIAN - FIELD:

Primary duties are to field troubleshoot and repair field wiring, cabinet wiring, controllers, and perform routine duties of preventative maintenance. This job title requires the technician to have a minimum IMSA level two status to trouble shoot within the controller cabinet.

TRAFFIC SIGNAL TECHNICIAN - LAB:

Repairs and test controller components in a lab setting. Also may assist field technicians in accomplishing preventative maintenance.

TRAFFIC SIGNAL LABORER:

Primary duties are to assist the technicians and crew in knockdown repairs and field modifications as directed.

9. GENERAL NOTES

The Contractor shall maintain service records per these Special Provisions inside the signal cabinet. The maintenance records shall remain the property of the COUNTY.

The County at any time may request actual cost of materials to verify the markup. The Contractor shall provide the County with these costs within 10 working days.

All work shall conform to the Standard Plans and Specifications identified on the first page of these Special Provisions.

During the warranty period for any equipment within the County's possession, the Contractor shall be required to coordinate all communication between manufacturer, installing contractor and the County regarding any warranty service; and to notify the County of any undue delays in response by the manufacturer or installing contractor and details of each incident. No additional, or separate, compensation shall be paid for warranty service work, which shall be considered as included in the compensation paid for services provided under "Signal Routine Maintenance".

A list of all equipment out for repairs or on order shall be provided to the County on a quarterly basis at no additional cost to the County.

The Contractor shall agree to all items under the General Notes and accept full compensation for these items under "Signal Routine Maintenance" and "Flashing Signal-Routine Maintenance".

C. ADDITIONAL REQUIREMENTS

The Services require a Class A or C10 contractor's license.

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, including all appendixes, attachments, exhibits, schedules, and addenda (as applicable) and that all concerns regarding the RFP have been resolved.
2. Proposals must be received by the designated date and time. **All proposers must register with the ePro system prior to the date and time to receive the proposal or they will be disqualified. Late or incomplete proposals will not be accepted.** System-related issues in ePro shall be directed to the Purchasing Department at (909) 387-2060. For procurement questions involving ePro, please contact the RFP Contact identified in Section I, Paragraph A - Purpose.
3. The Proposer acknowledges that its electronic signature is legally binding. Submittals in ePro will be opened from the system's encrypted lock box after the deadline and evaluated as stated in this RFP.
4. Paper responses may be submitted in lieu of/must be submitted in addition to electronic submission, by mail or in person to the RFP Contact and will be time/date stamped when received. Proposals can be withdrawn at any time prior to the scheduled Deadline for Proposals.

Hand carried Proposals may be delivered to the RFP Contact between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the 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.

5. **If the proposal is submitted through ePro only, the Proposer shall not include Attachment E, "Fee Proposal Sheet(s)", as part of Proposer's ePro submittal, but instead shall mail or submit in person Attachment E, in a separate sealed envelope labeled "Fee Proposal Sheet" with the RFP Number and Title and the name of the Proposer clearly marked on the outside, to the address stated in Section 1, Paragraph B. The proposal and Attachment E must be received (in separate envelopes) on or before the Deadline for Proposals. Failure to comply with this requirement shall disqualify the Proposer.**
6. 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.
7. 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

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

1. Presentation

Format the Proposal to fit on an 8-½ v 11 sheet of paper with margins of at least ¾ inches. Text should be single spaced and font size should be no smaller than 11 points. Each page, including attachments, must be clearly and consecutively numbered.

2. Cover Page

Use Attachment A as the cover page.

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

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 nine (9) months from the Deadline for Proposals.
- 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 the County 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 the County with any other information the County determines is necessary for an accurate determination of the Proposer's ability to perform the Services as proposed.
- f. A statement that the Proposer, if selected will comply with all applicable rules, laws and regulations.
- g. A statement that the Proposer has reviewed the RFP and General Contract Terms in their entirety and have no exceptions to any requirements, terms or conditions, except as noted in Attachment H.

5. Statement of Experience and Qualifications

Include the following in this section of the Proposal:

- a. Business name of the Proposer and type of legal entity such as corporation, partnership, etc. If Proposer is a business entity that must be registered with the California Secretary of State, Proposer shall provide the County the entity number assigned to it by the Secretary of State.
- 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 the Contract, if awarded.

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, 21.

The Services requested under this RFP include "public works" and "maintenance" services as defined in the California Labor Code. Under Labor Code section 1725.5 Contractor must be registered with the Department of Industrial Relations (DIR) at the time Contractor submits a Proposal. Include Contractor's DIR registration number on Attachment C and the DIR registration number of all subcontractors who may be performing "public works" and "maintenance" Services if a Contract is awarded to Proposer.

7. **Reserved**

8. **Reserved**

9. **Reserved**

10. **Reserved**

11. **Certification Regarding Debarment or Suspension**

Complete Attachment D.

12. **Cost**

Complete proposed pricing on Attachment E and enclose it in a separately sealed and labeled envelope to be submitted as part of the Proposal.

13. **References**

Provide three (3) references from other entities, preferably public agencies, of same or similar size as the County, with whom you have established a contract on a project of this nature. Provide Contact Name, Address, Phone Number, email, and dates Services were provided on Attachment F.

14. **Former County Officials**

Complete Attachment G.

15. **Exceptions to RFP**

Complete Attachment H.

16. **Public Records Act Exemptions**

Complete Attachment I – Public Records Act Exemptions if applicable.

17. **Indemnification and Insurance Requirements Affidavit**

Submit evidence of ability to insure as stated in Section X, Paragraph B – Indemnification and Insurance Requirements. Proposer must complete and submit Attachment J – Indemnification and Insurance Requirements Affidavit, and ensure the form is complete, including the signature from Proposer's insurance broker/agent.

18. **Conflict of Interest**

Complete Attachment L – Conflict of Interest and Political Reform Act Obligations.

19. **Campaign Contribution Disclosure (SB 1439)**

Complete Attachment M – Campaign Contribution Disclosure (SB 1439)

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 that the Proposal meets these 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

Weight: 40%

Considerations: Proposer background and reputation, qualifications of the project team, experience with local approval agencies, experience with publicly bid projects, experience with similar services and entities.

B. RESERVED

C. TECHNICAL REVIEW

Weight: 30%

Considerations: Statement of understanding of the County's needs, work plan, scheduling, technical specifications and functionality, quality control, training, adequacy of support staff and subcontractors, risk management, and value-added aspects.

D. REFERENCES

Weight: 30%

Considerations: Satisfactory performance of similar work, demonstrated knowledge and expertise, work product, quality of interactions, capability of assigned team members, likelihood of continued use, etc.

E. RESERVED

The County may, at its sole discretion, create a shortlist of Proposals for further evaluation; require an oral interview, presentation, or demonstration; and utilize outside experts to assist in the evaluation process.

The County will establish an evaluation panel with responsibility for reviewing all Proposals and conducting the qualifications evaluation. A Facilitator will manage the integrity of the qualifications 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 qualifications 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 scorings are finalized and documented, the Facilitator will collect individual evaluation worksheets to create a final qualifications evaluation scoring worksheet and rank the proposals first, second, third, etc.

Following the qualifications evaluation and ranking of the proposals, the Facilitator will open all fee proposals. The ranking of the proposals will not be altered once the fee proposals have been opened. However, the fee proposals will be used during negotiations with the selected Proposer(s).

VIII. NEGOTIATIONS AND NOTICE OF INTENT TO AWARD

The County 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 selection, negotiations may be conducted with the Proposer(s) of the highest-ranked Proposal(s). Negotiations, if held, shall be within the scope of work in the request for Proposals.

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

B. Failure to Negotiate

If the selected Proposer:

1. Fails to provide the information required to begin negotiations in a timely manner; or
2. Fails to negotiate in good faith; or
3. Indicates it cannot perform the Contract within the budgeted funds available for the services; or
4. If the Proposer and the County, after a good faith effort, simply cannot come to terms;

Then the County may terminate negotiations with the Proposer initially selected and commence negotiations with the next highest ranked 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 issuance date of the NOIA is the date the NOIA was delivered by email or into the care of the United States Postal Service for delivery to the Proposer.

D. Reserved

E. Award

A Contract 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 Contract 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 Proposer raising the dispute shall submit a request for resolution in writing to the Purchasing Agent. Proposer may appeal the recommended award or denial of award (Protest), provided the Protest:

1. Is submitted in writing.
2. Is submitted within ten (10) calendar days of the issuance date of the NOIA.

A Protest can only be brought on the following grounds:

1. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
2. Violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. Violation of State or Federal law.

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

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

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 Purchasing Agent it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the Proposer 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.

The Purchasing Agent shall make a decision concerning the appeal, and notify the Proposer submitting the Protest, within a reasonable timeframe prior to the tentatively scheduled date for awarding the Contract. The decision of the 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. The Proposer will be provided reasonable notice of the time, date and location of the hearing. In the event that a protesting Proposer does not appear at the Protest hearing as scheduled, the Protest will be disallowed.

The hearing is 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 Appeal Panel members to consider the credibility of the evidence and the weight to give it.

The Panel will determine by at least three (3) affirmative votes: 1) whether the Protest was submitted timely; 2) whether the Protest is based on at least one of the three designated grounds identified above; and 3) whether the grounds on which the Protest are based have been substantiated.

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 Proposer or whether the valid grounds for the Protest are in the nature of harmless error and that the RFP process was fair to the Proposer. The Panel will not re-evaluate the Proposals.

The Purchasing Agent shall notify the Proposer making the Protest of the decision, within a reasonable timeframe prior to the tentatively scheduled date for awarding the Contract. The decision of the Appeal Panel shall be deemed final. If the Contract must be approved by the Board, after receiving a decision from the Purchasing Agent or Appeal Panel, the Proposer may then present its Protest to the Clerk of the Board of Supervisors for the Board's review and decision. The Proposer must file its written Protest with the Clerk of the Board or provide a verbal Protest (typically limited to three minutes) prior to the Board making a decision on the Contract. Any decision of the Board 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 Proposer 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 RFP. Upon exhaustion of this remedy no additional recourse is available.

X. TERMS AND CONDITIONS

The selected Proposer will be required to enter into a formal Contract with the County. This RFP sets forth some of the general provisions which will be included in the final Contract. In submitting a response to this RFP, Proposer 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 Terms and Conditions must be listed on Attachment H – Exceptions to RFP, or any exception thereto shall be waived.

A. General

1. Contract Amendments

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

2. Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

3. Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a Contract with other Contractors for the same or similar Services. The County 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 Contract.

4. Attorney's Fees and Costs

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

5. Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

6. Change of Address

Contractor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

7. Choice of Law

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

8. Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies,

procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all additions and modifications to each of subsections (b),(c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

9. Confidentiality

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

10. Primary Point of Contact

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

11. County Representative

The San Bernardino County, Department of Public Works - Traffic Division *Engineering Manager* or his/her designee shall represent the County 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 San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

12. Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. For such repairs, the Contractor, shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Contractor from the County, as determined at County's sole discretion.

13. Debarment and Suspension

The Contractor certifies that neither it nor its principals or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor

further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

14. Drug and Alcohol-Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- c. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

15. Duration of Terms

This Contract, 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 Contract.

16. Employment Discrimination

During the term of the Contract, 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 VI and VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

17. Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractors must also be able to report on environmentally preferable goods used in the provision of Services to the County, utilizing a County approved form.

18. Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County 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.

19. Improper Consideration

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 the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the Proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a County 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 County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

20. Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract 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.

21. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. 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.

22. Licenses, Permits, and/or Certifications

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

The Services require a Class A or C10 contractor's license.

23. Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

24. Mutual Covenants

The parties to this Contract 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”.

25. 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 the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor’s agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. 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.

26. Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

27. Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

28. Reserved

29. Air, Water Pollution Control, Safety and Health

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.

30. Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County. Any provision of this Contract that may appear to give the County any right to direct the Contractor concerning the details of performing the services/Scope of Work, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the County concerning the end results of the performance.

31. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Contract or Contractor’s relationship with County may be made or used without prior written approval of the County.

32. Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract 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 Contract thereafter.

33. Subcontracting

Contractor agrees not to enter into any subcontracting Contracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontractor 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 County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County'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 County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Paragraph B of this Section X. All approved subcontractors shall be subject to the provision of this contract applicable to Contractor Personnel, including removal pursuant to subsection A.5 of this Section X.

For any subcontractor, Contractor shall:

- 34.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 34.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 34.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Articles B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractors agree that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

34. Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, 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 County 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 County.

35. Termination for Convenience

The County reserves the right to terminate the Contract for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably 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 County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

36. Time of the Essence

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

37. Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract 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 Contract 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.

38. Successors and Assigns

This Contract shall be binding upon County and Contractor and their respective successors and assigns.

Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by Contractor without the prior written consent and approval of County.

Death or Incapacity: If the Contractor transacts business as an individual, his/her death or incapacity shall automatically terminate this Contract as of the date of such event, and neither he/she nor his/her estate shall have any further right to perform hereunder, and County shall pay him/her or his/her estate the compensation payable under Article F, Fiscal Provisions, for any services rendered prior to such termination not heretofore paid, reduced by the amount of additional costs which will be incurred by County by reason of such termination. If there be more than one Contractor and any one of them die or become incapacitated and the others continue to render the services covered herein, County will make payment to those continuing as though there had been no such death or incapacity and County will not be obliged to take any account of the person who died or became incapacitated or to make any payments to such person or his estate. The provision shall apply in the event of progressive or simultaneous occasions of death or incapacity among any group of persons named as Contractor herein, and if death or incapacity befalls the last one of such group before this Contract is fully performed, then the rights shall be as if there had been only one Contractor.

39. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

40. Artwork, Proofs and Negatives

All artwork, proofs and/or negatives in either print or digital format for this product are the property of the County. These items must be returned to the County within ten (10) calendar days, upon written notification to the Contractor. In the event Contractor fails to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

41. Fiscal Provisions

a. The maximum amount of reimbursement/payment under this Contract shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in

full payment for all Contractor's Services and expenses incurred in the performance hereof, including travel and per diem.

- b. Contractor shall provide County itemized monthly invoices, in arrears, and in a format acceptable to the County for Services performed under this Contract within twenty (20) days of the end of the previous month. The County shall make payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute.
- c. Contractor shall accept all payments from County via electronic fund transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- d. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County 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 Contract.
- e. Costs for Services under the terms of this Contract shall be incurred during the Contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

42. Prevailing Wage Laws

By its execution of this Contract, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work." If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. See Exhibits A and B, which are attached and incorporated by reference, for additional information regarding Prevailing Wage Laws. Contractor shall comply with all applicable terms and conditions in Exhibit A and the applicable general prevailing wage determinations in Exhibit B.

43. Reserved

44. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent officers, employees, subcontractors, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's

officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

Contractor acknowledges and agrees that it will not submit a bid, or enter into an agreement with a third party, for the construction of the Project. Contractor agrees not to affiliate with, or receive financial consideration from, any third party in connection with this Project, except as specifically authorized under this Contract.

Contractor understands per the attached Conflict of Interest and Political Reform Act Obligations (Attachment L) that the Department Director has determined Contractor meets Disclosure Determination number 1 and that disclosure is not required.

45. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). By submitting a bid or proposal, Proposer represents that it is not a target of Economic Sanctions. Should it be determined Proposer is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Proposer’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the County.

46. California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

47. Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using a County approved form, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor’s proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors or Purchasing Department. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer for 12 months after the County’s consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the

Board of Supervisors or County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

B. Indemnification and Insurance Requirements

1. Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers (Indemnitees) from any and all claims, actions, losses, damages, and 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 the Indemnitees on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The Contractor's indemnification obligation applies to the Indemnitee's 'passive' negligence but does not apply to the Indemnitee's 'sole' or 'active' 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 the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the 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 required coverages to waive all rights of subrogation against the County, 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 the County.

Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Severability of Interests

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 County or between the County and any other insured or additional insured under the policy.

Proof of Coverage

Contractor shall furnish Certificates of Insurance to the County Department 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 Department, 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, 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, the County 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 the County will be promptly reimbursed by the Contractor or County payments to the Contractor(s)/Applicant(s) will be reduced to pay for County purchased insurance.

Insurance Review

Insurance requirements are subject to periodic review by the County. 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 the County. In addition, if 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 these 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 the County, inflation, or any other item reasonably related to the County'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 the County 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 the County.

2. Insurance Specifications

Contractor agrees to provide insurance set forth in accordance with the requirements herein. If 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.

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 two hundred- and fifty-thousand-dollar (\$250,000) limits, covering

all persons, including volunteers, 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 County 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 the County’s Director of Risk Management.

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

Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of 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 Contractor is transporting one or more non-employee passengers in performance of 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 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

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

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 Contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after Contract completion.

C. Right to Monitor and Audit

1. Right to Monitor

The County, State and Federal governments shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have the 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 the County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by the County. Contractor shall repay to County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.

2. Records

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

All records relating to the Contractor's personnel, Contractors, Subcontractors, Service/Scope of Work and expenses pertaining to this Contract 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.

All records pertaining to Services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Agreement or until all pending County, State and Federal audits are completed, whichever is later.

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 Contract, Contractor shall notify the County 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 Contract shall be a material breach of this Contract.
3. Contractor's Primary Contact and County Representative shall attempt in good faith to promptly resolve any dispute, controversy or claim arising out of this Contract. If these representatives are unable to resolve a dispute, controversy or claim with ten (10) days after the initial request for a meeting, then the dispute shall be submitted to an executive-level performance review.

If the Primary Contact and County Representative are not successful in resolving the dispute, negotiations shall be conducted by the Chief Executive Officer, or designee, and the highest level executive for Contractor. If these representatives are unable to resolve the dispute within ten (10) days after the representatives have commenced negotiations, or 20 days have passed since the initial request for negotiations at this level, the Parties may agree in writing to submit the dispute to mediation.

4. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract.
 - a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County;
 - b. Withhold funds pending duration of the breach;
 - c. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery;
 - d. Offset against any monies billed by Contractor but yet unpaid by the County;
 - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

5. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract 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 – COVER PAGE

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

Items Completed		Page (s)
1.	Attachment A – Cover Page	
2.	Attachment B – Statement of Certification	
3.	Attachment C – Licenses, Permits, and/or Certifications	
4.	Attachment D – Certification Regarding Debarment or Suspension; California Secretary of State Business Entity Registration	
5.	Attachment E – Fee Proposal Sheet	
6.	Attachment F – References	
7.	Attachment G – Employment of Former County Officials	
8.	Attachment H – Exceptions to RFP	
9.	Attachment I – Public Records Act Exemptions	
10.	Attachment J – Indemnification and Insurance Requirements Affidavit	
11.	Attachment K – Reserved	
12.	Attachment L – Conflict of Interest and Political Reform Act Obligations	
13.	Attachment M – Campaign Contribution Disclosure (SB 1439)	
14.	Attachment N – Local Vendor Preference Self-Certification	

Proposer Name: _____

Address: _____

Telephone No.: () _____ FAX No.: () _____

Email Address: _____

Federal Tax ID: _____

RFP Contact: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

By signing below, the individual acknowledges that he/she has the authority to bind the Proposer to the terms of the Proposal. The individual further acknowledges that he/she has read and understands the RFP, the contents of the Proposal and the Attachments, and attests to the accuracy of the information submitted therein.

Signature of Authorized Representative: _____

Date: _____

**ATTACHMENT B
STATEMENT OF CERTIFICATION**

The following statements are incorporated in our response to San Bernardino County.

	Statement	Agree (initial)	Agree with qualification (initial and attach explanation)
1.	The offer made in the Proposal is firm and binding for nine (9) months from the date the Proposal is opened.		
2.	All aspects of the Proposal, including cost, have been determined independently, without consultation with any other Proposer or competitor for the purpose of restricting competition.		
3.	All declarations in the Proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the County to pursue any remedy by law.		
4.	Proposer agrees that all aspects of the RFP and the Proposal submitted shall be binding if the Proposal is selected and a Contract awarded.		
5.	Proposer agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed.		
6.	Proposer, if selected will comply with all applicable rules, laws and regulations.		
7.	The RFP has been reviewed in its entirety and Proposer has no exceptions to any requirements, terms, or conditions, except as noted in Attachment H.		

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION; CALIFORNIA SECRETARY OF STATE BUSINESS ENTITY REGISTRATION

In compliance with contracts and grants Contracts applicable under the U.S. Federal Awards Program, the following certification is required by all Proposers submitting a response to this RFP:

1. The Proposer certifies, to the best of its knowledge and belief, that neither the Proposer nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website (www.sam.gov).
2. The Proposer certifies, to the best of its knowledge and belief, that neither any subcontractor listed in its Proposal, nor subcontractor's Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website (www.sam.gov).
3. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
4. The Proposer shall provide immediate written notice to the Purchasing Agent if, at any time prior to award, the Proposer learns that this certification was erroneous when submitted or has become erroneous by reason of changes in circumstances.
5. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Proposer rendered an erroneous certification, in addition to other remedies available to the County, the County may terminate the Contract resulting from this RFP for default.
6. Proposer affirms that neither it, nor any subcontractor listed in the Proposal, has any record of recent unsatisfactory performance with the County during the past twenty-four (24) months at a minimum.
7. Proposer also certifies that if it or any of the subcontractors listed in the Proposal are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

ATTACHMENT E – FEE PROPOSAL SHEET(S)

Project No. H14093

2024 Traffic Signal Maintenance Project

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
1	5.00	Hr.	Big Concrete Saw	\$	
2	10.00	Hr.	Crain Truck	\$	
3	70.00	EA.	Flashing Signal – Routine Maintenance	\$	
4	1.00	L.S.	Material Cost	\$	
5	5.00	Hr.	Water Truck (with Operator)	\$	
6	5.00	Hr.	Paint Rig Truck (with Operator)	\$	
7	10.00	Hr.	Pickup Truck/Car	\$	
8	1,700.00	Hr.	Service Truck – with Lift	\$	
9	540.00	Hr.	Traffic Signal – Routine Maintenance	\$	
10	90.00	Hr.	Street Light Locations – Routine Maintenance	\$	
11	5.00	Hr.	Traffic Signal – Laborer – Premium	\$	
12	5.00	Hr.	Traffic Signal – Laborer – Overtime	\$	
13	1,400.00	Hr.	Traffic Signal Technician – Field – Regular	\$	
14	150.00	Hr.	Traffic Signal Technician – Field – Premium	\$	
15	150.00	Hr.	Traffic Signal Technician – Field – Overtime	\$	
16	50.00	Hr.	Traffic Signal Technician – Lab – Regular	\$	
17	5.00	Hr.	Traffic Signal Technician – Lab – Premium	\$	
18	5.00	Hr.	Traffic Signal Technician – Lab – Overtime	\$	
19	10.00	Hr.	Operations Superintendent – Regular	\$	
20	5.00	Hr.	Operations Superintendent – Premium	\$	
21	5.00	Hr.	Operations Superintendent – Overtime	\$	
22	95.00	EA.	Flat Rate Preventative Maintenance	\$	

Contract Total:	\$
------------------------	-----------

Mail or submit in person Attachment E, in a separate sealed envelope labeled “Fee Proposal Sheet” with the RFP Number and Title and the name of the Proposer clearly marked on the outside, to the address stated in Section 1, Paragraph B.

ATTACHMENT F - REFERENCES

Name of Agency	Contact Name/Address/Email	Phone Number	Dates services provided (from/through*)

Provide a minimum of three (3) customer references Proposer has contracted with, providing the same service as requested in this RFP.

*Enter "**Present**" if still providing the services (Example: 10/08/13 - present).

ATTACHMENT H – EXCEPTIONS TO RFP

CONTRACTOR NAME _____

ADDRESS _____

TELEPHONE# () _____ FAX # () _____

I have reviewed the RFP in its entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

ATTACHMENT I – PUBLIC RECORDS ACT EXEMPTIONS

PROPOSER NAME _____

ADDRESS _____

TELEPHONE# () _____ FAX # () _____

Proposer requests that specific portions of the contents of this Proposal be held confidential and not subject to public disclosure pursuant to the Public Records Act. The specific portions are detailed below: (Please identify and list your exemptions by indicating the Section or Paragraph number, and Page number, of the Proposal where the content is contained.) **Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that does not meet the requirements of this section will not be considered.**

ATTACHMENT J - INDEMNIFICATION AND INSURANCE REQUIREMENTS AFFIDAVIT

**THE PROPOSER'S INSURANCE COMPANY(S) OR INSURANCE AGENT MUST COMPLETE THIS FORM
AND
THE PROPOSER MUST SUBMIT THIS COMPLETED AFFIDAVIT WITH THE PROPOSAL.**

I, the undersigned (Please check one box) underwriter agent/broker, certify that I and the Proposer listed below have jointly reviewed the "Insurance Requirements" in this Request for Proposal (RFP). If the San Bernardino County ("County") awards the Proposer the Contract for this project, I will be able—within fourteen (14) calendar days after the Proposer is notified of the Contract's award—to furnish the County with all the required, insurance certificate(s) and endorsement(s) as specified in Section X, Paragraph B. Indemnification and Insurance Requirements.

Insurance Broker / Agency Name Date

Insurance Broker's / Agent's Name (Printed) Insurance Broker's / Agent's Name (signature)

Address City State Zip Code

Telephone Number FAX Number Email Address

Proposer's Name County RFP Name and Number

Below State the Name of Insurance Company Providing Coverage:

DO NOT write "Will Provide," "To Be Determined," "When required," or similar phrases.

Commercial General Liability Automobile Liability

Workers' Compensation Liability Professional Liability

Pollution Liability Cyber Liability

Sexual Abuse Liability

[NOTE TO PROPOSER: See Section X, Paragraph B. Indemnification and Insurance Requirements, for details on the basic requirements and types of insurance for this agreement.]

NOTE TO THE UNDERWRITER / AGENT-BROKER: If the insurance forms that the Proposer submits to the County do not fully comply with the Insurance Requirements, and/or if the Proposer fails to submit the forms within the 14-day time limit, the County may: (1) declare the Proposer's Proposal non-responsive, and (2) award the Contract to the next highest ranked Proposer.

If you have any questions about the Insurance Requirements, please contact San Bernardino County - Risk Management Department via e-mail Insurance.Questions@rm.sbcounty.gov (Please provide name of RFP with your email question(s)).

ATTACHMENT K

Reserved

ATTACHMENT L

CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

During the term of this Contract Contractor shall not act a Contractor or perform services of any kind for any person or entity whose interests conflict in any way with those of the County. Contractor shall at all times comply with the terms of the Political Reform Act and the local conflict of interest code. Contractor shall immediately disqualify itself and shall not use its official position to influence in any way, any matter coming before the County in which the Contractor has a financial interest as defined in Government Code section 87103. Contractor represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the County.

“Contractor” means an individual who, pursuant to a contract with a state or local agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the County to enter into, modify, or renew a contract provided it is the type of contract that requires County approval;
5. Grant County approval to a contract that requires County approval and to which the County is a party, or to the specifications for such a contract;
6. Grant County approval to a plan, design, report, study, or similar item;
7. Adopt, or grant County approval of, policies, standards, or guidelines for the County, or for any subdivision thereof; or

(B) Serves in a staff capacity with the County and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the County that would otherwise be performed by an individual holding a position specified in the County’s Conflict of Interest Code.

DISCLOSURE DETERMINATION:

1. Contractor will not be “making a government decision” or “serving in a staff capacity” as defined in Sections A and B above. No disclosure required.
2. Contractor will be “making a government decision” or “serving in a staff capacity” as defined in either Section A or B above. As a result, Contractor shall be required to file a Statement of Economic Interest with the Clerk of the Board of Supervisors in a timely manner as required by law.



Attachment M Campaign Contributions Disclosure (SB 1439)

PROPOSAL INFORMATION

Request for Proposal Title: _____

Request for Proposal Number: _____

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Proposers must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Proposer: _____

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: _____

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of Proposer:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):

8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 9.

Yes If **yes**, please continue to complete this form.

9. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By submitting this Proposal, Proposer certifies that the statements made herein are true and correct. Proposer understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.

ATTACHMENT N



Purchasing

LOCAL VENDOR PREFERENCE
SELF-CERTIFICATION

Vendor Legal Name _____
Vendor Representative _____
Vendor Address _____
City, State, Zip _____
Phone _____
Email _____
Federal Tax ID # _____

TO BE CERTIFIED AS A LOCAL VENDOR, eligible for Local Vendor Preference (any vendor, contractor or consultant, hereafter "vendor") I certify under penalty of perjury that _____ meets all of the following requirements:

- The main office (headquarters) or a major regional office is located within the boundaries of San Bernardino County;
- Twenty-five percent (25%) of full-time management employees and twenty-five percent (25%) of full-time regular employees work from locations in the County;
- Employ at least one full-time or two part-time employees with primary residence in the County;
- "Point of sale" for purposes of reporting sales tax to the State Board of Equalization (if applicable) is within the boundaries of the County and payment of any local share of sales tax goes to the County or a city within the County. (If the local business has more than one sales office in the State of California, the office located in the County shall be the point of sale for sales tax calculation);
- Not delinquent in any taxes or other payments to the County;
- Possess a valid and verifiable business license in _____ (if required);
- Have been open and established since _____;
- Have had on-going business activity in the field of _____ since _____ (which is at least six months prior to the issuance of the solicitation);
- Have not, within five years prior to the date this form is signed, admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law or any law or regulation regarding fraud and not federally debarred; and
- Not suspended or debarred from participation in the County, in the scope of work that is the subject of the solicitation.

FURTHER, I acknowledge by initialing the following boxes that I understand:

- _____ If any time after being certified as a local vendor, a change in status occurs rendering a vendor no longer eligible for such status, the vendor must notify the Purchasing Agent prior to responding to a solicitation or accepting an award. Self certification is good for a period of five years, then must be renewed.
- _____ False certifications shall be immediate grounds for rejection of any proposal or bid or if the proposal or bid is awarded, grounds for voiding the proposal or bid, terminating any agreement, and seeking damages thereto. Failure to certify the above information shall result in the proposal or bid being considered by the County without any adjustment for a local vendor.
- _____ Self-certification provided by the vendor requesting a local preference shall be submitted to the Purchasing Agent under penalty of perjury. No person or business shall make a false representation to a County official or employee for the purpose of influencing the certification or denial of certification of any local vendor.
- _____ Any vendor that falsely obtains certification shall be ineligible to transact business with the County for not less than one year and not more than three years, at the discretion of the Purchasing Agent. This penalty shall also apply to any vendor that previously obtained proper certification and, because of a change in its status would no longer be eligible for certification, and fails to notify the County of this information prior to responding to a solicitation or accepting an award.

I am an authorized representative of _____ and can legally bind the company.

_____ Date Name Position

Reviewed By: _____

EXHIBIT A

PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:

1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a Contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a Contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

5. Payroll Records:

a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
- iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through

either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;

- iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
 - v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

6. Limits on Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty for Excess Hours:

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:

- a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
 - i. No Contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only as allowed under Labor Code section 1771.1(a).
 - ii. No Contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
 - iii. This project is subject to compliance monitoring and enforcement by the DIR.
 - iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
 - v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.
 - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - 2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.

- 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
- vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.
- b. Labor Code section 1725.5 states the following:
- “A Contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, “Contractor” includes a subcontractor as defined by Section 1722.1.
- (a) To qualify for registration under this section, a Contractor shall do all of the following:
- (1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.
- (B) Beginning June 1, 2019, a Contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.
- (2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:
- (A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the Contractor employs to perform work that is subject to prevailing wage requirements other than a Contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.
- (B) If applicable, the Contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.
- (C) The Contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the Contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the Contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.
- (D) The Contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.
- (E) The Contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a Contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:
- (i) The Contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.
- (ii) The Contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).
- (b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (c) A Contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the

failure to pay the renewal fee was inadvertent, the Contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the Contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the Contractor and any subcontractors are registered under this section or are replaced by a Contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

c. Labor Code section 1771.1 states the following:

"(a) A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the Contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the Contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any Contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a Contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the Contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works Contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works Contractor or subcontractor shall not be liability for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works Contractor or subcontractor pursuant to paragraph (1). A higher tiered public works Contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a Contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Contractor or the unregistered subcontractor on all public works until the unregistered Contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the Contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the Contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the Contractor or subcontractor at the address on file with either of the following:

(i) The Contractors' State License Board.

(ii) The Secretary of State.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered Contractor or subcontractor, by the unregistered Contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(k) Failure of a Contractor or subcontractor, owner, director, officer, or managing agent of the Contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

- (m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.”

d. Labor Code section 1771.4 states the following:

“a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime Contractor to post job site notices, as prescribed by regulation.

(3) Each Contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the Contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered Contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.”

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or Contractor. Included in these requirements is (1) the Contractor’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

- b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

- a. Submit Contract Award Information (DAS-140):
 - i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
 - ii. The DAS-140 is a notification "announcement" of the Contractor's participation on a public works project—*it is not a request for the dispatch of an apprentice.*
 - iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
 - iv. Contractors who are already approved to train apprentices (i.e. check "Box 1" on the DAS-140) shall only be required to submit the form to their approved program.
 - v. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.
- b. Employ Registered Apprentices
 - i. Labor Code section 1777.5 requires that a Contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
 - ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
 - iii. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
 - iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
 - v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
 - vi. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- c. Make Training Fund Contributions
 - i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
 - ii. Contractors may use the "CAC-2" form for submittal of their training fund contributions.
 - iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.

- iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
- v. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
 - i. When the Contractor holds a sole proprietor license ("Owner-Operator") and no workers were employed by the Contractor. In other words, the Contractor performed the entire work from start to finish and worked alone.
 - ii. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
 - iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
 - iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
 - v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Ratios:

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
 - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
 - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
 - iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
 - iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
- b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

5. Contractor's Compliance:

- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

EXHIBIT B
GENERAL PREVAILING WAGE DETERMINATIONS
(See separate document)

EXHIBIT C

TRAFFIC SIGNAL LIST

Number	Maintance Code	Physical/Meter Address	Road 1	Road 2	YARD	AREA	District
1	21-005	30 Tippecanoe-5th	Tippecanoe Ave	Fifth St	05	HGH	5
2	21-010		Cedar Ave	Valley Blvd	03	BLO	5
3	21-025	18655 Slover Avenue or 10498 Cedar	Cedar Ave	Slover Ave	03	BLO	5
4	21-029	2398 1/2 Sterling Ave	Sterling Ave	Pumalo St	05	DEL	5
5	21-030		Cedar Ave	Santa Ana Ave	03	BLO	5
6	21-031	34 Central-Mission	Mission Blvd	Central Ave	03	MTC	4
7	21-032	34 Mission-Roswell	Mission Blvd	Roswell Ave	03	MTC	4
8	21-042	9705 Cherry Ave	Cherry Ave	San Bernardino Ave	03	FTA	2
9	21-043	8503 Cherry	Cherry Ave	Arrow Rte	03	FTA	2
10	21-046	34 Francis-Ramona	Francis Ave	Ramona Ave	01	CHI	4
11	21-047	31 Alabama-San Bernardino	Alabama St	San Bernardino Ave	05	RED	3
12	21-050	30 Linden-Valley	Valley Blvd	Linden Ave	03	BLO	5
13	21-062	24874 Tippecanoe	Tippecanoe Ave	Sixth St	05	HGH	5
14	21-079	18692 11th St - Bloomington 92316	Cedar Ave	Eleventh St	03	BLO	5
15	21-080	10 Alder-Valley	Valley Blvd	Alder Ave	03	FTA	2
16	21-089	3988 Riverside; 34 Pipeline-Riverside	Riverside Dr	Pipeline Ave	03	CHI	4
17	21-090	30 Lena/3rd	Third St	Lena Rd	05	SBO	5
18	21-092	4100 Mission	Mission Blvd	Pipeline Ave	03	MTC	4
19	21-094	10008 Cedar Ave	Cedar Ave	Bloomington Ave	03	BLO	5
20	21-096	30 Del Rosa - Pacific	Del Rosa Dr	Pacific St	05	HGH	5
21	21-122	Sheepcreek-Phelan	Phelan Rd	Sheep Creek Rd	11	PHN	1
22	21-123	9924 Johnson	Phelan Rd	Johnson Rd	11	PHN	1
23	21-124	18695 San Bernardino Ave	Cedar Ave	San Bernardino Ave	03	BLO	5
24	21-126	6201 Sterling	Sterling Ave	Date St	05	DEL	5
25	21-127	9501 Baldy Masa	Phelan Rd	Baldy Mesa Rd	11	PHN	1
26	21-128	3695 Riverside Ave	Riverside Dr	East End Ave	03	CHI	4
27	21-129	11702 Reche Canyon Rd	Reche Cyn Rd	Prado Ln	05	CLN	5
28	21-131	3368 Riverside Dr	Riverside Dr	Reservoir St	03	CHI	4
29	21-132	11300 San Canyon Rd	Sand Canyon/5th	Crafton Ave	06	MEN	3
30	21-133	9399 Cherry Ave	Cherry Ave	California Steel Way	03	FTA	2
31	21-134	14534 Randall Ave	Cherry Ave	Randall Ave	03	FTA	2
32	21-200	10029 Alabama	Alabama St	Citrus Plaza (West)	05	RED	3
33	21-201	8528 Beech	Arrow Rte	Beech Ave.	03	FTA	2
34	21-202	8507 Redwood Ave	Arrow Rte	Redwood Ave	03	FTA	2
35	21-203	10401 Cedar Ave	Cedar Ave	Orange Street	03	BLO	5
36	21-204	1308 Randall	Cedar Ave	Randall Ave	03	BLO	5
37	21-205	14503 Merrill	Cherry Ave	Merrill Ave	03	FTA	2
38	21-206	14518 Whittram Ave	Cherry Ave	Whittram Ave	03	FTA	2
39	21-207	2797 Glen Helen Parkway	Glen Helen Parkway	Clearwater	03	FTA	2
40	21-208	5690 Mission Blvd	Mission Blvd	Benson Ave	03	ONT	4
41	21-209	3299 Beekley	Phelan Rd	Beekley Rd	11	PHN	1
42	21-210	9709 Wilson Ranch Rd 92371	Phelan Rd	Wilson Ranch Rd	11	PHN	1
43	21-211	3902 Riverside Dr	Riverside Dr	Roswell Ave	03	CHI	4
44	21-212	9045 Deep Creek Rd	Rock Springs Rd	Deep Creek Rd	16	APV	1
45	21-213	15306 San Bern Ave	San Bernardino Ave	Beech Ave	03	FTA	2
46	21-214	9710A Commerce Dr	San Bernardino Ave	Commerce Drive	03	FTA	2
47	21-215	9708 Elm Ave	San Bernardino Ave	Elm Ave/Fontana Ave	03	FTA	2

48	21-216	15094 San Bern	San Bernardino Ave	Hemlock Ave	03	FTA	2
49	21-217	13260 San Bernardino	San Bernardino Ave	Kaiser Way	03	FTA	2
50	21-218	18493 San Bern	San Bernardino Ave	Linden Ave	03	FTA	2
51	21-219	14898 San Bern Ave	San Bernardino Ave	Live Oak	03	FTA	2
52	21-220	18092 San Bern	San Bernardino Ave	Locust Ave	03	FTA	2
53	21-221	14694 San Bern Ave	San Bernardino Ave	Redwood Ave	03	FTA	2
54	21-222	13058 San Bernardino	San Bernardino Ave	Transportation Way	03	FTA	2
55	21-223	4101 Nielson Rd	Sheep Creek Rd	Nielson Rd	11	PHN	1
56	21-224	13904 W. Valley	Valley Blvd	Calabash Ave	03	FTA	2
57	21-226	15091 Valley	Valley Blvd	Hemlock Ave	03	FTA	2
58	21-227	10104 Locust Ave	Valley Blvd	Locust Ave	03	FTA	2
59	21-228	13080 Valley	Valley Blvd	Logistics	03	FTA	2
60	21-229		Valley Blvd	Nexus Way	03	FTA	2
61	21-230	27051 Pioneer Ave, Redlands	Alabama St	Pioneer Avenue	05	RED	3
62	21-231	3406 (T!) and 3408 (LS3) Cajon Blvd	Cajon Blvd	Short Street	05	SBO	5
63	21-232	3693 Glen Helen Parkway	Lytle Creek Road	Glen Helen Parkway	03	FTA	2
64	21-233	14908 Valley Blvd	Valley Blvd	Live Oak	03	FTA	2
65	21-234	3095 State Street	State Street	Short Street	05	SBO	5
66	21-235	27326 River Bluff	Alabama St	River Bluff Ave	05	RED	3
67	21-236	9698 Nevada Street	San Bernardino Ave	Nevada	05	RED	3
68	21-237	3493 Glen Helen Parkway	Glen Helen Parkway	Sycamore Creek Drive	03	FTA	2
69	21-238	10091 Redwood Avenue	Valley Blvd	Redwood Avenue	03	FTA	2
70	21-239	9902 Alabama Street, Redlands	Alabama St	Almond	05	RED	3
71	21-240	18600 Jurupa Ave	Cedar Ave	Jurupa Ave	03	BLO	5
72	21-241	11702 7 th Street	Cedar Ave	7th St	03	BLO	5
73	21-242	19902 National Trails	National Trails Hwy	Riverside Prep School	16	ORG	1
74	21-243	9902 Bloomington Ave	Bloomington Ave	Larch Avenue	03	BLO	5
75	21-247		Ranchero Rd	Cataba Road	11	HSP	1
76	21-248	1399 W. Lugonia Ave	Lugonia Ave	Indiana Ct	05	RED	3
77	21-249	1451 W. Lugonia Ave	Lugonia Ave	Citrus Way	05	RED	3
78	21-250	18910 Slover	Slover Ave	Larch Avenue	03	BLO	5
79	21-251	13407 San Bernardino Ave	San Bernardino Ave	Prologis Driveway (East of Commerce Dr)	03	FTA	2
80	21-252	17105 Glen Helen Parkway	Glen Helen Parkway	Industrial Way	03	FTA	2
81	21-253	9489 Alabama St	Alabama St	Palmetto Avenue	05	RED	3
82	21-254	10115 Banana Ave	Valley Blvd	Banana Ave	03	FTA	2
83	21-255	7302 Escondido Ave	Ranchero Rd	Escondido Ave	11	OKH	1
84	21-256	17924 Slover Ave	Slover Ave	Laurel Ave	03	BLO	5
85	21-257	18088 Slover Ave	Slover Ave	Locust Ave	03	BLO	5
86	21-258	27653 San Bernardino Ave	San Bernardino Ave	Orchard Way	05	RED	3
87	21-259	27455 San Bernardino Ave	Citrus Plaza Dr	Mountain Grove Drive	05	RED	3
88	21-260	27570 Citrus Plaza Drive	Citrus Plaza Dr	Citrus Plaza Way	05	RED	3
89	21-261	14073 Yates Rd	Yates Rd	Park Rd	16	APV	1
90	21-262	18024 Valley Blvd	Valley Blvd	Bloomington Way	03	BLO	5
91	21-263	11174 Cedar Ave	Cedar Ave	Crow Court	03	BLO	5
92	21-264	72922 Baker Blvd	Baker Blvd	Caltrans Avenue	12	BAK	1
93	21-265	12054 Agua Mansa Rd	Agua Mansa Rd	Bridge Point	03	BLO	5
94	21-266	19715 Agua Mansa Rd	Agua Mansa Rd	Holly St	3	RIA	5
95	21-267	18494 Slover Av	Slover Ave	Linden Ave	3	BLO	5
96	21-268	861 E. 5th St	5th St	Pedley Rd	5	SBO	5

EXHIBIT D

FLASHING BEACONS LIST

Number	Road Number	Road Name	Location	YARD	AREA
1	115750	Alta Loma Drive	Friendly Hills Elementary School	10	JOS
2	119500	Amboy Road	Ironage Road	10	TNP
3	136900	Avalon Avenue	Yucca Mesa Elementary School	10	YUC
4	151100	Baldwin Lane	W of Sunset/W of Holmes	9	BBC
5	151200	Baldy Mesa Road	S, Smoke Tree & S, Avenal St.	11	PHN
6	160050	Beech Ave (In-Road Flashers)	Beech Ave Elementary School	3	FTA
7	218550	Cedar Avenue	Hawthorne Avenue	3	RLO
8	228150	Cherry Avenue	Whittram Avenue	3	FTA
9	263250	Crafton Avenue	Mentone Elementary School	5	MEN
10	268350	Crystal Creek Road	AT & SF Railroad	16	LCN
11	282750	Daggett Yermo Road	Silver Valley High School	12	YRM
12	349500	Fifth Avenue	Walnut Street	6	RED
13	376451	Garnet Street	Florida Street	6	RED
14	382400	Glen Helen Pkwy	North of Clearwater Parkway	3	DEV
15	392800	Greenspot Road	Florida Street	5	RED
16	403500	Harper Lake Road	AT & SF Railroad	12	HNK
17	455900	Jurupa Avenue	At Crestmore School	3	RLO
18	510150	Lynwood Drive	Del Vallejo Middle School	5	SBO
19	529200	Maple Lane	Across from Big Bear High School	9	BBC
20	567450	Mount Baldy Road	N/Mesa Ave BuckHorn Lodge	3	CPB
21	606100	Oasis Road	Pinon Elementary School	11	PHN
22	609300	Old Highway 58	Irwin Rd	12	BAR
23	629050	Pacific Street (In-Road Flashers)	At Barton Street	5	SBO
24	629050	Pacific Street (In-Road Flashers)	At Tippecanoe Avenue	5	SBO
25	629050	Pacific Street (In-Road Flashers)	At Fairfax Drive	5	SBO
26	651850	Phelan Road	E of Johnson/N of Phelan	11	PHN
27	651850	Phelan Road	Sheep Creek Road	11	PHN
28	651850	Phelan Road	West of Beekley	11	PHN
29	730800	Santa Ana Avenue	Larch Avenue	3	BLO
30	748950	Sheep Creek Road	Serrano High	11	PHN
31	748950	Sheep Creek Road	Souh of Nielson	11	PHN
32	771150	Stanfield Cutoff	N & S North Shore Elementary	9	BBC
33	778875	Sunburst Avenue and Calle Los Amigos	Joshua Tree Elementary School	10	JOS
34	825050	Trona Road	Athol Street	13	TRO
35	318700	El Mirage Rd	St. Anthony Avenue	11	ADL
36	813050	Third St	Palm Lane	5	SBO
37	842600	Valley Blvd	Larch Avenue	5	BLO

EXHIBIT E

STREETLIGHTS LIST

Number	Road Name	Address	Location	YARD	AREA
1	Glen Helen Parkway		18 Street Lights south of Cajon Blvd (Bridge)	03	FTA
2	Glen Helen Road	2525 Glen Helen Road	4 lights under the bridge	03	FTA
3	Glen Helen Parkway	2797 Glen Helen Parkway	4 lights under the bridge	03	FTA
4	Devore Road	18379(c) Arrowhead Blvd	2 lights on the bridge	03	FTA
5	Kenwood Ave	1156 Kenwood Ave	8 lights under the bridge and 1 light at Kenwood Ave and Cajon Blvd	03	FTA

EXHIBIT F

**NOTICE TO BIDDERS AND SPECIAL PROVISIONS
FOR CONSTRUCTION ON
TRAFFIC SIGNAL MAINTENANCE**

WORK ORDER: H14093

AREA: San Bernardino County

For use in connection with the following publications of the State of California, Department of Transportation:

1. California Department of Transportation (Caltrans) 2023 Standard Specifications, unless specified otherwise in these Special Provisions
2. Caltrans Standard Plans dated 2023, including the 2023 Revised Standard Plans (Revisions through January 22, 2024) unless specified otherwise in these Special Provisions.
3. Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.
4. Signals and Lighting shall conform to Division X of the Caltrans 2023 Standard Specifications and Standard Plans, including the Caltrans 2023 Revised Standard Specifications and Standard Plans (Revisions through January 22, 2024).
5. Traffic Control shall conform to the latest version of the California Manual on Uniform Traffic Control Devices (CA – MUTCD).

SAN BERNARDINO COUNTY

DEPARTMENT OF PUBLIC WORKS

-- TRANSPORTATION -



These Special Provisions, prepared for construction on
TRAFFIC SIGNAL MAINTENANCE

WORK ORDER: No. H14093

AREA: San Bernardino County

have been recommended for approval under the direction of the following:

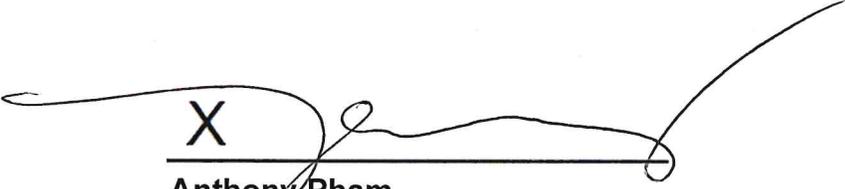
X 

Noel Castillo

Director of Public Works

Date: 4/8/24

have been prepared by or under the direction of the following Registered Engineers:

X 

Anthony Pham

Traffic Division Chief

Date: 4/8/2024

