



VENTURA COUNTY TRANSPORTATION
COMMISSION (VCTC)

REQUEST FOR PROPOSALS (RFP)

RFP 2025-01

**AMERICANS WITH DISABILITIES (ADA)
PARATRANSIT ELIGIBILITY CERTIFICATION
SERVICES**

January 10, 2025

NOTICE INVITING PROPOSALS

1. Purpose of the Procurement and Period of Performance

The Ventura County Transportation Commission (VCTC) is soliciting technical and price Proposals to provide Americans with Disabilities Act (ADA) Paratransit Eligibility Certification Services. The period of performance will be for three years with the option for two 1-year extensions.

2. Proposal Due Date and Submittal Requirements

Proposals must be received by **3:00 PM Pacific Time (PDT) on Thursday, February 21, 2025.**

2.1. Technical Proposals shall be delivered electronically to the following email address: dlopez@goventura.org. The cost proposals shall be emailed separately. Emails shall be clearly labeled with VCTC's RFP number and the solicitation title: **"VCTC RFP 2025-01: ADA Paratransit Eligibility Certification Services."**

2.2. A Proposal is deemed to be late if it is received by VCTC after the deadline stated above or referenced in the solicitation's addendums. Proposals received after the submission deadline shall be deemed non-responsive and cost proposals will be returned, unopened to the Proposer. It is the Proposer's sole responsibility to ensure that the Proposals are received by VCTC by the date and time stated in the RFP and/or related solicitation documents.

3. Validity of Proposals

Proposals and subsequent offers shall be valid for a period of one hundred and twenty (120) days. An award may be made without further discussion. VCTC reserves the right to withdraw or cancel this RFP at any time without prior notice and VCTC makes no representation that any contract will be awarded to a proposer responding to this RFP.

4. Pre-Proposal Meeting and Questions

There will be an optional virtual Pre-Proposal meeting on **Wednesday, January 22nd at 11:00 AM (PDT)**. Prospective bidders are requested to submit written questions to dlopez@goventura.org. Responses shall be shared with all known prospective proposers by written addenda only. The meeting link will be provided at <https://www.goventura.org/work-with-vctc/contracts/>.

Instructions to Proposers

A. Proposal Timeline

RFP Issuance	January 10, 2025
VCTC Contact	Dolores Lopez dlopez@goventura.org
Pre-Proposal Conference (optional)*	January 22, 2025 at 11:00 AM (PST)
Questions Due	Monday, January 27, 2025 at 4:00 PM (PST)
Answers Due	Wednesday, February 5, 2025 at 5:00 PM (PST)
Proposals Due	Friday, February 21, 2025 at 3:00 PM (PST)
Award Date	May 2, 2025
Contract Start Date	July 1, 2025

*Pre-Proposal Conference will be held virtually and a link to the meeting will be available on VCTC’s Contracting webpage at <https://www.goventura.org/work-with-vctc/contracts/>

B. Purpose

The VCTC is soliciting technical and price proposals to provide ADA Paratransit Eligibility Certification Services. The VCTC is responsible for countywide transportation planning, programming transportation funds, managing and providing transportation programs and services, delivering transportation projects, and setting transportation priorities. In addition, VCTC provides commuter bus service connecting the various urbanized areas, as well as local bus service under the brand name “Valley Express” in the cities of Santa Paula and Fillmore and the adjacent unincorporated area. VCTC also manages ADA Paratransit Eligibility Certification Services on behalf of the county transit operators.

C. Background

Ventura County is a diverse coastal county with a population of approximately 830,000, encompassing both urban and rural areas. VCTC is a regional transportation planning agency committed to keeping Ventura County moving. By working in close partnership with each of the cities and the County, VCTC is ever mindful of maintaining the character of Ventura County while prioritizing transportation investments. VCTC uses an open and inclusive public involvement process through various committees made up of local elected officials, public works directors or staff, transit operators, and interested citizens.

Ventura County's local bus service operators include:

- Camarillo Area Transit (CAT) Provides ADA paratransit services
- Gold Coast Transit District (GCTD) Provides ADA paratransit services
- Intercity (operated by VCTC)
- Kanan Shuttle (operated by the County of Ventura)
- Moorpark City Transit (MCT) Provides ADA paratransit services
- Ojai Trolley (operated by the City of Ojai within GCTD's service area)
- Simi Valley Transit (SVT) Provides ADA paratransit services
- Thousand Oaks Transit (TOT) Provides ADA paratransit services
- Valley Express (operated by VCTC) Provides ADA paratransit services

D. Period of Performance

VCTC intends to award a Fixed Price contract for a period of three (3) years, with the option of two (2) one-year extensions. VCTC reserves the right to award the contract at a time other than stated in the proposed schedule.

E. Examination of Documents

By submitting a proposal, the Proposer represents that it has thoroughly examined and become familiar with the work required and documents included under the RFP.

F. Request for Clarification/Approved Equals

F.1. Whenever any material, product or service is specified or indicated in the contract documents by brand name, trade, patent, or proprietary name or by the name of the manufacturer, the item so specified or indicated shall be deemed to be followed by the words, "Or Equal."

F.2. At any time during this procurement up to the time specified in the Proposal Timeline, proposers may request, in writing, a clarification or interpretation of any aspect, or a change to any requirement of the RFP or any addendum to the RFP. Requests may include suggested substitutes for specified items and for any brand names. Whenever a brand name is used in this solicitation it shall mean the brand name or "approved equal." Such written requests shall be made to the Contracting Officer and may be transmitted by facsimile or via email. The Proposer making the request shall be responsible for its proper delivery to VCTC. VCTC will not respond to oral requests. Any request for a change to any requirement of the Contract Documents must be fully supported with technical data, test results, or other pertinent information evidencing that the exception will result in a condition equal to or better than that

required by the RFP, without substantial increase in cost or time requirements. Any responses to such written request shall be provided by VCTC in the form of addendum only. Only written responses provided as addendum shall be official and all other forms of communication with any officer, employee or agent of VCTC shall not be binding on VCTC.

F.3. VCTC, at its sole discretion, shall determine whether the substantiating data demonstrates that an “approved equal” item(s) is equivalent in all respects to the item specified in the contract documents.

G. Vendor Contract

G.1. All correspondence, communication and/or contact with regard to any aspect of this solicitation is authorized only with the designated Contracting Officer identified in “A. Proposal Schedule” above, or their designated representative. Proposers and their representatives shall not make any contact with or communicate with any employees of VCTC, or its directors and consultants, other than the Contracting Officer in regard to any aspect of this solicitation or offers. Ex parte’ communications with members of VCTC’s Board of Commissioners or any person responsible for awarding a contract, including the Contracting Officer is prohibited. All communications shall be in writing and will be made public.

G.2. If it should appear to a prospective Proposer that the performance of the work under the contract, or any of the matters relating thereto, is not sufficiently described or explained in the **RFP** or Contract Documents, or that any conflict or discrepancy exists between different parts thereof or with any federal, state, local or agency law, ordinance, rule, regulation, or other standard or requirement, then the Proposer shall submit a written request for clarification to VCTC within the time period specified above.

H. Addenda to RFP

H.1. VCTC reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP shall be described in written addendum. VCTC shall post to VCTC’s website at <https://www.goventura.org/workwith-vctc/contracts>. Failure of any prospective Proposer to receive the notification or addendum shall not relieve the Proposer from any obligation under its proposal as submitted or under the RFP, as clarified, interpreted or modified. All addenda issued shall become part of the RFP. Prospective Proposers shall acknowledge the receipt of each individual addendum and all prior addenda in their proposals. Failure to acknowledge in their proposals receipt of addendum may, at VCTC’s sole option, disqualify the proposal.

H.2. If VCTC determines that an addendum may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed by the number of days that VCTC determines will allow Proposer sufficient time to revise their proposals. Any new Due Date shall be included in the addendum.

I. Format of Proposals

Proposals must be submitted and organized in the order listed below. The proposal shall include, at a minimum, the following:

I.1. Cover Letter

I.2. Title Page

I.3. Table of Contents

I.4. Profile of Firm – This section should include details regarding the proposer’s ability and experience to provide the services contained in the RFP. Information such as corporate overview of services or activities performed shall be included (i.e. history of firm, founding date, firm size, vision/mission statement, office location from which the work will be provided and the staff allocation at that office, etc.).

I.5. Project Team

I.5.1. Size of team

I.5.2. Education, qualifications, and specific experiences in performing the work that is being solicited in this RFP

I.5.3. Project Organization Chart

I.5.4. Resumes of Key Personnel – Commitment of key personnel identified by percentage of allocation in providing services for this contract.

I.6. Work Plan

I.6.1. Provide a work plan or description of how the work will be performed by the contractor. (e.g. – outline a proposed work plan and methodologies that will be employed to accomplish the work).

I.6.2. The name of the Project Manager / Liaison and a list of personnel to be assigned to the project and the roles and qualifications.

I.6.3. Indicate whether or not your firm will be subcontracting portion(s) of the work. If so, indicate the name of the subcontractor and the portion of the work to be subcontracted. Describe your firm's approach to resolving problems that may be encountered during the life of this contract

I.7. Summary of Contract Services (Client References)

I.7.1. The proposer must identify all areas that will be subcontracted and name of the firms performing such work. List their key personnel and their qualifications.

I.7.2. Proposer must list all services, equipment and facilities that the proposer has provided and/or operated under contract during the past five (5) years. Include company name, address, phone number, and contact.

I.7.3. VCTC reserves the right to interview any organization and visit any of the facilities listed as subcontractors.

I.8. Required Forms - Any other information required by this RFP or its addenda which may not be listed above.

I.9. Cost/Price Proposal – Proposers shall submit pricing to provide the services for the work described in Attachment A – Scope of Work. Price proposals shall be submitted separately from the technical proposals as described above.

J. Proposal Packaging Requirements

J.1. Please note that all addenda must be acknowledged. Proposer is instructed to use Attachment G – Acknowledgement of Addenda – to acknowledge all addenda released during this solicitation.

J.2. Complete proposals shall be delivered electronically to the following email address: dlopez@goventura.org , not later than **3:00 PM (PDT) on Friday, February 21, 2025**. All labor and materials shall be furnished in strict accordance with the delivery schedule and the Contract terms and conditions. All Proposals shall be valid for a period of 120 days.

J.3. Proposer shall submit the Cost/Price Proposal (Attachment B) with the proposal. Prices are to be quoted exclusive of California State and Local Sales Tax. Proposer shall pay all taxes which are legally enacted at the time proposal is submitted and shall secure and pay for all applicable permits and government fees, licenses and

inspections necessary for the proper execution and completion of the Contract. All invoices submitted by awarded contractor, shall itemize applicable California State and Local Sales tax, or state “sales tax included”.

K. Pre-Contractual Expenses

K.1. VCTC will not be liable for any pre-contractual expenses incurred by any Proposer in preparation of its proposal. Proposer shall not include any such expenses as part of their proposal.

K.1.1. Pre-contractual expenses are defined as expenses incurred by the proposer in: Preparing a proposal in response to this RFP;

K.1.2. Submitting that proposal to VCTC.

K.1.3. Negotiating with VCTC any matter related to this proposal; and

K.1.4. Any other expenses incurred by proposer prior to date of award, if any, of the Agreement.

L. Joint Proposals

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture.

M. Taxes

Proposals are subject to State and Local sales taxes. However, VCTC is exempt from the payment of Federal Excise and Transportation Taxes. Firm is responsible for payment of all taxes for any goods, services, processes, and operations incidental to or involved in the contract.

N. Modification or Withdrawal of Proposals

N.1. A modification of a proposal already received will be accepted by VCTC only if the modification is received prior to the Proposal Due Date, or is specifically requested by VCTC. All modifications shall be made in writing and executed and submitted in the same form and manner as the original proposal.

N.2. A Proposer may withdraw a proposal already received prior to the Proposal Due Date by submitting, in the same manner as the original proposal, to VCTC a written request for withdrawal executed by the Proposer’s authorized representative. After the proposal Due Date, a proposal may be withdrawn only if VCTC fails to award the

contract within the proposal validity period prescribed in “Due Date” or any agreed upon extension thereof. The withdrawal of a proposal does not prejudice the right of a Proposer to submit another proposal within the time set for receipt of proposals.

N.3. This provision for modification and withdrawal of proposals may not be used by a Proposer as a means to submit a late proposal and, as such, will not alter VCTC’s right to reject a proposal.

O. Subcontractors and Assignments

O.1. Every proposer must include in their proposal: The name and location of the place of business (address) of each subcontractor who will perform work or labor or render service to the proposer in or about the work in an amount in excess of one-half of one percent of the proposer’s total proposal.

O.2. The portion of the work that will be done by each subcontractor. The proposer shall list only one subcontractor for each portion of work as defined by the proposer in its proposal.

O.3. The dollar amount of the work which will be done by each such subcontractor.

O.4. Proposer shall complete form List of Subcontractors (Attachment H) with the above requested information.

P. Disadvantaged Business Enterprise

There is no DBE goal on this project, however DBE participation by Proposers is encouraged. It is the policy of VCTC to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts.

Q. Confidentiality and Public Records Act

Access to government records is governed by the State of California Public Records Act (CPRA). (Government Code Section 6250 et. seq.) Except as otherwise required by state law, VCTC will exempt from disclosure clearly marked proprietary information, trade secrets and confidential commercial and financial information submitted in the proposal. Any such proprietary information, trade secrets or confidential commercial and financial information, which a Proposer believes should be exempted from disclosure, shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or

confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such. By submitting a proposal, Proposer understands and agrees that Proposer shall indemnify, defend, and hold harmless VCTC in accordance with Section Q.4 below.

Proposer fully understands the scope of work/specifications and has checked carefully all words and figures inserted in said RFP and further understands that VCTC shall not be responsible for any errors or submissions in the preparation of this proposal.

Q.1. Exclusive Property

Q.1.1. Upon submission, responses to this Proposal become the exclusive property of VCTC and are subject to the CPRA.

Q.1.2. Those elements of each Proposal that are trade secrets, as the term is defined in California Civil Code section 3426.1 (d) or otherwise exempt by law from disclosure and which are not prominently marked as TRADE SECRET, CONFIDENTIAL or PROPRIETARY may be subject to disclosure.

Q.2. Disclosure of Records

Q.2.1. If disclosure is deemed to be required by law or by an order of the court, VCTC shall not, in any way, be liable or responsible for the disclosure of any such records including without limitation those so marked.

Q.2.2. Any documents that are not marked "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY," will be made available.

Q.3. Exemption from Disclosure May be Deemed Unresponsive

Q.3.1. VCTC will take into consideration documents that the Proposer deems exempt from disclosure which must be marked "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY."

Q.3.2. Proposers who indiscriminately identify all or most of their proposals as exempt from disclosure without justification may be deemed non-responsive.

Q.4. Indemnification of VCTC by Proposer

Q.4.1. To the fullest extent permitted by law , the Proposer agrees to indemnify, hold harmless and defend VCTC and each of its board members, officers, officials, employees and agents from any and all claims, demands and actions in law or

equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of a CPRA request for any of the contents of a Proposal labeled as protected information and identified as, among other things, "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY." This obligation shall survive the RFP process, including the awarding of the Contract

Q.4.2. Proposer agrees to absorb all costs and expenses, including attorneys' fees, in any action or liability arising under the California Public Records Act pertaining to protected information contained and labeled as such in the proposer's proposal.

Q.5. Public Interest

Q.5.1. The public interest exemption of the CPRA provides that an agency may withhold the disclosure of a record by showing that the public interest served by not making the record public clearly outweighs the public interest served by disclosure of the record.

Q.5.2. To protect the integrity of the proposal process, in most instances, price proposals and information regarding the contents of a Proposal, will not be released or made available to other Proposers or the public until contract award is made by VCTC's Board of Directors and after the conclusion of any protest.

Q.5.3. VCTC shall employ sound business practices no less diligent than those used for VCTC's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by Proposers and the Contractor pursuant to the Contract which contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the state law against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by VCTC in its sole discretion, bears appropriate notices relating to its confidential character.

Q.6. Acceptance/Rejection of Proposals

Q.6.1. VCTC reserves the right to reject any or all proposals, to undertake contract negotiations with one or more Proposers, and to accept that proposal, which in its judgment, will be most advantageous to VCTC, price and other evaluation criteria considered. VCTC reserves the right to consider any specific proposal, which is conditional or not prepared in accordance with the instructions and requirements of this RFP to be non-responsive. VCTC reserves the right to waive any defects, or minor informalities or irregularities in any proposal which do not materially affect the proposal or prejudice other Proposers.

Q.6.2. If there is any evidence indicating that two or more Proposers are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the proposals of all such Proposers shall be rejected and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by VCTC.

Q.6.3. VCTC reserves the right to reject a proposal that includes unacceptable conditions, exceptions and deviations.

R. Cancellation of Procurement

VCTC reserves the right to cancel the procurement, for any reason, at any time before the Contract is fully executed and approved on behalf of VCTC.

S. Availability of Funds

This procurement is subject to the availability of funding. VCTC's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of VCTC for any payment shall arise until funds are made available to the Contracting Officer for this contract and until the Contracting Officer receives notice of such availability, by issuance of a written Notice to Proceed by the Contracting Officer. Any award of Contract hereunder is conditioned upon said availability of funds for the Contract.

T. VCTC's Rights

Each Proposal will be received with the understanding that acceptance by VCTC of the Proposal to provide services described herein shall constitute a contract between the proposer and VCTC which shall bind the Proposer on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted Proposal and specifications.

VCTC reserves the right, in its sole discretion to:

- Accept, reject any or all submittals, or any item or part thereof.
- In its sole discretion, to accept the Proposal it considers most favorable to VCTC's interest.
- Issue subsequent Requests for Proposals.
- Alter the Selection Process Dates.
- Remedy technical errors in the RFP process.
- Request additional information from Proposers and investigate the qualifications of all firms under consideration.
- Confirm any part of the information furnished by a proposer.
- Obtain additional evidence of managerial, financial, or other capabilities.
- Approve or disapprove the use of specific subcontractors.
- Negotiate with any, all, or none of the Proposers.
- Solicit best and final offers from all or some of the Proposers.
- Award a contract to one (1) or more Proposers.
- Accept other than the lowest-priced Proposal.
- Cancel or withdraw this RFP at any time without prior notice and the VCTC makes no representations that any contract will be awarded to any Proposer responding to this RFP.
- Waive informalities and irregularities in Proposals or the selection process
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- To postpone the Proposal opening for its own convenience.

U. Conflict of Interest and Code of Conduct

Proposer agrees to avoid organizational conflict of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, the Firm is unable, or potentially unable to render impartial assistance or advise VCTC; Firm's objectivity in performing the work identified in the specifications is or might be otherwise impaired; or the Firm has an unfair competitive advantage. Firm is obligated to fully disclose to VCTC in writing any Conflict of Interest issues as soon as they are known to the Firm. All disclosures must be disclosed at the time of Proposal submittal.

V. Evaluation, Negotiation, and Selection

V.1. Opening of Proposals

V.1.1. Proposal will be reviewed and evaluated in accordance with the criteria and procedures described in this document. Proposers determined to be within a competitive range and that have a reasonable chance of receiving a contract may be contacted to schedule a meeting with VCTC to carry out further

negotiations and discussions. VCTC reserves the right to award to a proposer without further discussions, negotiations, or it may determine that no proposer meets the needs of VCTC.

V.2. Evaluation Team

V.2.1. An evaluation team will be assembled by VCTC's Director of Transit or designee. The team will be made up of staff of VCTC, subject matter experts and representatives of other external government agencies affected by this procurement.

V.3. Proposal Selection Process

V.3.1. The following describes the process by which proposals will be evaluated and a selection made for a potential award. Upon receipt of the proposals, copies will be distributed to the evaluation team members, together with scoring sheets, which include the evaluation criteria, and the points assigned to each category. Each team member will review the Proposers' submittals and in conjunction with the criteria contained in Section V-4 below. All Proposals shall be evaluated and ranked for the purpose of determining the competitive range and to select a proposal determined to be the most advantageous to VCTC.

V.3.2. Proposals that do not comply with the instructions contained in these RFP documents and do not include the required information may be rejected as non-responsive and not considered for the competitive range. VCTC reserves the right to waive technical defects, discrepancies and minor irregularities in an RFP and/or submitted proposal(s). VCTC reserves the right to award any alternatives set forth in the solicitation documents in its sole discretion. Submitted proposals may be rejected if there is any alteration of the RFP forms, additions not called for, conditional proposals, incomplete proposals, or irregularities of any kind. VCTC reserves the right to reject any proposal not in compliance with the solicitation documents, or prescribed public contracting procedures and requirements. Written notice of rejection of all submitted proposals shall be sent to all Proposers. ALL UNSIGNED PROPOSALS SHALL BE REJECTED.

V.3.3. Submittal of a proposal shall mean that the Proposer has accepted the VCTC Contract Documents in their entirety without exception.

V.3.4. When the individual members of the evaluation teams have completed their evaluations, the entire team will meet to discuss and review the proposals. Once the discussions have been completed, members will have an opportunity to revise their scores independently. A final consensus meeting shall be held to confirm the most technically qualified and best value proposal submitted for award. The VCTC Contracting Officer, or designee, shall serve as Chairperson of the Evaluation Committee.

V.3.5. Proposals that have been determined not to be in the competitive range and cannot be reasonably made to be within the competitive range, will be notified in writing, that they are no longer under consideration.

V.4. Qualification Requirements

V.4.1. The Proposers, whose proposals have been determined by the evaluation process to be in the competitive range, will be notified and scheduled to meet with VCTC for further discussions, clarifications and negotiations. Any Proposal deviations submitted by the Proposer will be discussed as part of the negotiations process. However, VCTC at its discretion may in its best interest, reject any and all such conditions, exceptions and deviations. Any proposal which fails to comply with the VCTC instructions and requirements listed in the solicitation documents maybe deemed non-responsive and their proposal rejected.

V.4.2. As part of the negotiation process, VCTC reserves the right to conduct site visits to inspect the Proposer's facility(-ies). VCTC shall also have the right to contact other parties with whom the Proposer has experience with this type of project, and other relevant references which the Proposer has listed.

V.4.3. At the conclusion of the discussion and negotiation processes, each of the Proposers still determined by VCTC to be within the competitive range will be afforded the opportunity to submit a revised proposal with a clear understanding that VCTC will then choose that proposal, which it finds to be most advantageous based upon the evaluation criteria and final scoring. The results of the evaluations and the selection of a proposal for any award will be documented in a report to the final acquisition approval authority within VCTC.

V.4.4. Proposal Evaluation Criteria

V.4.4.1. Listed below is the point scale system by which proposals from responsible Proposers will be evaluated and ranked for the purpose of

determining any competitive range and to make any selection of a proposal for a potential award.

<u>EVALUATION CRITERIA</u>	<u>MAXIMUM POINTS</u>
RESPONSIVENESS – All complete documents have been received as requested, prior to the due date.	PASS/FAIL
RESPONSIBILITY – All requested documents include the required signatures and, if needed, required notary review, signature and stamp. All financial documents received represent that the Proposer has the financial capacity to perform this project.	PASS/FAIL
1. Qualifications of the Firm: Technical experience in performing work of a closely similar nature; strength and stability, experience, and technical competence of contractor and any subcontractors; assessment by client references.	30
2. Staffing and Project Organization: Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.	20
3. Project Understanding and Approach: Project understanding and approach, including an understanding of ADA regulations and detailed description of the proposed ADA eligibility process.	20
4. Work Plan: Depth of Proposer's understanding of VCTC's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.	15
5. Cost and Price: Reasonableness of the total price as well as the individual tasks; adequacy of data in support of figures quoted; cost control.	15

TOTAL POSSIBLE	100
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V.4.5. Evaluation Procedures

V.4.5.1. All aspects of the evaluations of the proposals and any discussions and/or negotiations, including documentation, correspondence and meetings, will be kept confidential during the evaluation and negotiation process.

V.4.5.2. Proposals will be analyzed for conformance with the instructions and requirements of the RFP and Contract documents. Any proposal which fails to comply with the VCTC instructions and requirements listed in the solicitation documents may be deemed non-responsive and rejected. Proposers are advised that the detailed evaluation forms and procedures will follow the same proposal format and organization specified in Section L. Therefore, Proposer shall pay close attention to and strictly follow all instructions and requirements. Submittal of a proposal means that the Proposer has accepted all of the Contract documents, except such conditions, exceptions, reservations or understandings explicitly, fully and separately stated on the forms and according to the instructions contained herein the RFP, Addenda, or other related documents. Any such conditions, exceptions, reservations or understanding which do not result in the rejection of the proposal are subject to evaluation under the criteria of "Proposal Evaluation Criteria" (Section V-4)

V.4.5.3. Evaluations will be made in strict accordance with all of the evaluation criteria and procedures specified in "Proposal Selection Process" above. VCTC shall select for any award the highest ranked proposal from a responsible Proposer, qualified under "Qualification Requirements" which does not render this procurement financially infeasible and is judged to be most advantageous to VCTC based on consideration of the evaluation "Proposal Evaluation Criteria".

V.4.6. Qualification of Responsible Proposers

V.4.6.1. Proposals will be evaluated in accordance with requirements of "Qualification Requirements" to determine the responsibility of Proposers. Any proposals from Proposers whom VCTC finds not to be responsible and finds cannot be made to be responsible may not be considered for the competitive range. Final determination of a Proposer's

responsibility will be made upon the basis of initial information submitted in the proposal, any information submitted upon request by VCTC, and information resulting from Agency inquiry of Proposer's references, and its own knowledge of the Proposer.

V.4.7. Detailed Evaluation of Proposals and Determination of Competitive Range

V.4.7.1. Each proposal will be evaluated in accordance with the requirements and criteria specified in "Proposal Selection Process" (Section V-3).

V.4.7.2. The following are the minimum requirements that must be met for a proposal to be considered responsive for inclusion in the competitive range. All of these requirements must be met; therefore, they are not listed in any particular order of importance. Any proposal that VCTC finds not to meet these requirements and that cannot be remedied as part of the negotiation process will be determined to be non-responsive and will not be included in the competitive range. The minimum requirements are as follows:

V.4.7.2.1. Proposer is initially evaluated as responsible in accordance with the requirements of "Qualification Requirements" (Section X-4.) Final determination of responsibility will be made through the evaluation process.

V.4.7.2.2. Proposer has demonstrated its responsiveness by following the instructions of the RFP and included sufficient detail information, such that the proposal can be evaluated. Any informalities in regard shall be determined by VCTC to be either a defect and non-responsive or an informality that VCTC will waive in accordance with "Acceptance/Rejection of Proposals" (Section Q-6).

V.4.7.2.3. Proposal price would not render this procurement financially infeasible, or it is reasonable that such proposal price might be reduced to render the procurement financially feasible.

V.4.7.3. VCTC will document its evaluations in accordance with the criteria and procedures of "Proposal Selection Process" (Section V-3). Any proposal deficiencies which may render a proposal non-responsive and non-responsive will be documented. VCTC will make specific note of questions, issues, concerns and areas requiring clarification by Proposers

and to be discussed through any contact with Proposers, which VCTC finds to be within the competitive range. Rankings and spreads of the proposals against the evaluation criteria will then be made by VCTC as a means of judging the overall relative spread between proposals and of determining which proposals are within the competitive range or may be reasonably made to be within the competitive range.

V.4.8. Proposals Not Within the Competitive Range

- V.4.8.1. The Proposers, whose proposals are found by VCTC to be within the competitive range, will be notified and any questions and/or requests for clarifications provided to them in writing. Each such Proposer may be contacted by VCTC to discuss answers to written or oral questions, clarifications, and any facet of its proposal.
- V.4.8.2. In the event that a proposal, which has been included in the competitive range, contains conditions, exceptions, reservations or understandings to any Contract requirements, said conditions, exceptions, reservations or understandings may be negotiated during contract negotiations. However, VCTC shall have the right to reject any and all such conditions and/or exceptions, which fail to comply with the VCTC instructions and requirements listed in the solicitation documents may be deemed non-responsive and their proposal to be outside the competitive range and rejected.
- V.4.8.3. No information, financial or otherwise, will be provided to any Proposer about any of the proposals from other Proposers. Proposers will not be given a specific price or specific financial requirements they must meet to gain further consideration, except that proposed prices may be considered to be too high with respect to the marketplace or unacceptable. Proposers will not be told of their rankings among the other Proposers.
- V.4.8.4. At its sole discretion, VCTC reserves the right to conduct site visits to inspect the Proposer's facilities and/or other transit systems which the Proposer has supplied, including representative examples of the services and equipment provided similar to the scope of this RFP.
- V.4.8.5. VCTC expects that all responsible and responsive Proposers shall submit their Best Offer upon initial submission in response to this solicitation.

V.4.8.6. VCTC reserves the right to make an award to a Proposer whose proposal it judges to be most advantageous to VCTC based upon the evaluation criteria, without conducting any written or oral discussions with any Proposers or solicitation of any BAFO.

ADA Paratransit Eligibility Certification Services

Scope of Work

1. OVERVIEW

The Ventura County Transportation Commission (VCTC) is soliciting technical and price Proposals from consultants qualified to provide Americans with Disabilities Act (ADA) Paratransit Eligibility Certification Services. The period of performance will be for three years with the option for two 1-year extensions.

2. ORGANIZATION

VCTC is responsible for countywide transportation planning, programming transportation funds, managing and providing transportation programs and services, delivering transportation projects, and setting transportation priorities. In addition, VCTC provides commuter bus service connecting the various urbanized areas, as well as local bus service under the brand name “Valley Express” in the cities of Santa Paula and Fillmore and the adjacent unincorporated area.

3. BACKGROUND

The Ventura County Transportation Commission (VCTC) is soliciting technical and price Proposals to provide Americans with Disabilities Act (ADA) Paratransit Eligibility Certification Services.

The American with Disabilities Act (ADA) of 1990 and its implementing federal regulations established categories of persons who are eligible to receive paratransit services complementary to fixed-route bus services. The three categories of persons with rights to complementary paratransit are:

1. An individual who is unable to use the public fixed route bus system without the assistance of another individual (excluding the operator of a wheelchair lift).
2. An individual who needs the assistance of a wheelchair or other boarding device but cannot be accommodated on an otherwise accessible fixed route bus system (e.g. vehicle’s lift does not meet standard or boarding/disembarking location is inaccessible).
3. An individual who, because of their disability, is prevented from independently getting to or from the bus stop.

An individual shall be certified as ADA paratransit eligible if there is any part of the transit system that cannot be used or navigated by that individual because of a disability. Persons are not to be qualified or disqualified on the basis of a specific

diagnosis or disability. This criterion is outlined in DOT 49 CFR Part 37, Subpart F, and Section 37.123 ADA Paratransit Eligibility Standards.

Public transportation providers who operate demand response systems are required to establish an ADA paratransit eligibility process that strictly limits eligibility to individuals who are specified under the aforementioned ADA eligibility standards. Applicant's functional capabilities may vary with circumstances such as weather conditions, terrain, and travel training availability. The existence of these conditions can allow for trip-by-trip eligibility by applying ADA eligibility standards to individual trip requests. Additionally, the ADA regulations specify that recertification may be required at reasonable intervals.

The ADA mandates that each public entity operating a fixed route transit system provide complementary paratransit service to individuals whose functional disabilities prevent use of accessible fixed route bus and rail systems. The level of service for these individuals is to be comparable to the level of service provided to individuals without disabilities. The paratransit service is intended to be comparable to the fixed route system in specific listed criteria such as days and hours of service, fares, service area, response time, etc. It is to serve strictly defined categories of individuals with functional disabilities as described in this document, which reflect the ADA requirements.

4. SCOPE OF SERVICES

VCTC is seeking proposals from qualified firms to perform functional and cognitive assessments and make eligibility recommendations for individuals seeking ADA eligibility and paratransit services across all of Ventura County and its 9 transit operators. The Contractor shall be responsible for establishing, maintaining and carrying out procedures for the processing and certification of such new applications for ADA paratransit eligibility and applications for recertification during the contract period and any extensions thereof. The contractor's place of business must be open on all holidays except for the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

During the most recently completed fiscal year (FY23/24), VCTC received 1,345 applications for ADA certification and issued 1,166 determinations. As of July 1, 2024, VCTC has implemented a hybrid model for ADA certifications, which includes both phone and in-person interviews when necessary. A new permanent certification category has been established, which was not utilized in prior years. This change, along with the transition from a three-year to a five-year certification period, has impacted the volume and types of applications received and determinations issued. The historical data in the table below reflects the previous model, while the data from July 2024 onward is based on the updated model. See the Applications Overview July 2022-October 2024 table below for additional information.

Applications Overview July 2022-October 2024			
	Jul 2024 - Oct 2024	Jul 2023 – Jun 2024	Jul 2022 – Jun 2023
Applications Received			
New Applications	189	654	665
Recertification Applications	181	691	833
Total Applications Received	370	1,345	1498
Determinations			
New Application Determinations	137	489	494
Recertification Determinations	173	677	888
Total Determinations	310	1,166	1,382
Interviews			
Completed Phone Interviews	119	411	293
Completed In-Person Interviews	6	0	0
Total Interviews	125	411	293

Proposers should refer to archived agendas for TRANSCOM meetings to understand the current ADA Monthly Report provided by VCTC's current contractor:
<https://www.goventura.org/meeting-archives/?mtype=3>.

The successful proposer will meet or exceed the standards set forth in the ADA for determining paratransit eligibility, as well as adhere to all requirements outlined in this Request for Proposals. Successful candidates will have adequate experience and demonstrate an ability to follow all standards outlined in DOT 49 CFR Part 37, Subpart F, and Section 37.123 ADA Paratransit Eligibility Standards and this Request for Proposals to determine paratransit eligibility recommendations.

5. CERTIFICATION PROCESS

A. VCTC Staff Duties

Under the contract, VCTC's responsibilities in administering the ADA Paratransit Eligibility Certification Services Program will include the following:

- Providing direction to the incumbent contractor with regard to transitioning of the program to the newly-selected Contractor;
- Providing website information about ADA certification, with downloadable applications;
- Providing VCTC letterhead to the Contractor for use in issuing approvals and denials, along with text in English and Spanish, with Mandarin available upon request for use in the letter;
- Providing the ADA certification application in both pdf and printed format, in English, Spanish and Mandarin;
- Providing ADA eligibility card design with the VCTC logo;
- Providing printed informational brochures about the certification process and related programs.
- Providing a Professional Evaluation template for distribution to health professional;
- Providing appeal notifications, with VCTC responsible for reviewing and deciding on appeals;
- Coordinating with the responsible transit agencies regarding their monitoring of and feedback on the certification process;
- Providing general transit system information brochures and schedules for distribution to applicants as appropriate.
- Marketing and outreach for VCTC programs. The Contractor may not initiate and/or perform any outreach activities on behalf of VCTC or the transit operators without the expressed prior written consent of VCTC. VCTC will only give such permission if it has obtained consent of the affected transit operators.
- Providing RideCo Software for maintaining the countywide ADA eligibility list.

B. Obtaining Applications

Individuals who are interested in becoming eligible to utilize ADA paratransit services are required to complete an application form and coordinate the completion of the Healthcare Professional Verification form with their healthcare provider. A person can receive an application for ADA paratransit service by either calling or emailing the Contractor or by obtaining an application on the VCTC's website. Applicants or healthcare professionals can choose to obtain the forms by mail, facsimile, e-mail or online.

C. Submission and Review of Applications

Contractor shall assist potential applicants in completing the application process. Applicants submit their completed application and Health Care Professional form to

the Contractor. Contractor's staff shall review the information for completeness. Contractor shall notify applicant of any missing or incomplete information and provide support to applicants in order to complete the forms correctly; however, the Contractor is not responsible for nor shall the Contractor be required to complete application for applicants.

D. Review and Determination of Eligibility by Contractor

Upon completion of all required applications and healthcare professional forms, Contractor's professional evaluators shall make an eligibility determination based on the ADA and in accordance with VCTC policy. Eligibility status categories are based on the following:

- Unconditional* An individual who cannot use the fixed-route bus system on a regular basis under any conditions.
- Eligible by age* For those individuals who are aged 65 and older, who have numerous health and mobility issues that they require assistance with or limit their activities of daily living.
- Permanent* For those individuals who, due to a profound and permanent disability, cannot use the fixed-route bus system under any conditions without the assistance of another individual or those individuals who are 85 years of age and older.
- Conditional* An individual who may use the fixed-route for certain trips but not others, or under certain environmental conditions and not others may be eligible on a *trip-by-trip* basis. Or an individual who has strength and endurance issues, good days and bad days that may use the fixed-route bus system on good days but not on a bad day may be eligible on a *conditional* basis.
- Temporary* An individual who, for a limited period of time, cannot independently use the fixed-route bus system either due to a temporary disability or where the applicant has an identified treatment plan expected to increase their functional mobility within a short period of time.
- Visitor* An individual who does not reside in the jurisdictional service area, who presents documentation from their home jurisdictions' paratransit system, or proof of residence somewhere else and acceptable proof of the disability.
- Denied* Individuals whose disability and/or functional abilities do not prevent them from using the accessible fixed route bus services

will be denied ADA Paratransit eligibility.

Ineligible

An individual may be deemed to be ineligible to use ADA Paratransit services if their application is withdrawn for failure to complete the necessary information and/or certification process.

Applications will be deemed to have been withdrawn from the certification process if the applicant does not return an application which has been sent back to them for completion of missing information and/or signatures; does not return or reply to repeated, documented telephone calls and letters from the Contractor's Eligibility staff and/or the Certification Contractor requesting additional information or to schedule an in-person assessment; or fails to appear for a scheduled in-person assessment.

E. Mailing of Determination Letters to Applicants

If certified, Contractor shall mail the applicant an ID card and personalized letter with eligibility status, along with additional information regarding ADA services, no later than 21 days from receipt of all completed forms. If found ineligible, Contractor shall mail a personalized denial letter to the applicant with an explanation of the reason for denial and an explanation of the right to appeal. Contractor shall also mail out replacement ID cards upon request. Currently no photo is required for the ID card.

6. REPORTING AND RECORD KEEPING

Contractor shall keep all reports confidential except to designated VCTC staff and as legally required under the Health Insurance Portability and Accountability Act (HIPPA) and California Confidentiality of Medical Information Act (CIMA). Required reporting must be available electronically.

By the 5th day of each month, along with a detailed invoice, Contractor shall submit annual and monthly printed and/or electronic reports. Monthly reports shall include the following information from the previous month:

- a. Applications and Healthcare Professional Verification Forms completed, by client name, during the month including eligibility status and specifying either recertification or new.
- b. Number of applications and Healthcare Professional Verification Forms in progress.
- c. Eligibility by Disability report by specified date range.
- d. Number of total currently certified applicants.
- e. Other appropriate reports as requested.
- f. Monthly report listing staff with hire dates and employment status (employed, no longer with firm, etc.).

Currently, original records are retained and maintained by the Contractor. Through the web-based software (RideCo's Eligibility Portal), VCTC staff has access to view and print the applicant's application and healthcare professional form, details of the professional evaluation, eligibility notification letters, and rider's profile information. The rider's profile information is a synopsis of information required for the Operations Contractor. Currently, this data is transmitted to each respective Operator for reservations and scheduling. The data required for transmittal to bus operators includes:

- Unique Customer ID
- Application Type, such as new or recertification
- Category of disability
- Name, address, daytime phone, evening phone, and Telephone Device for the Deaf (TDD)
- Date of Birth and gender
- Certification dates: Start date and expiration date
- Eligibility type
- PCA eligible status
- Barriers and restricted destinations
- Mobility device
- Emergency contact information

7. TRANSITIONING CONTRACT

VCTC is seeking a new ADA Certifications Evaluations Contract. VCTC desires to refine processes and procedures to ensure an efficient and cost-effective eligibility services program. In addition to responsibilities identified elsewhere in the Scope of Work, the following responsibilities are additionally identified but not limited to:

- A. Establish a method of accurately and efficiently transferring existing client data from the current contractor to Contractor's proposed data system.
- B. Establish overall certification procedures which conform to the federal ADA requirements and VCTC requirements.
- C. Establish certification criteria, which will accept qualified applications under ADA guidelines, while denying certification to those who do not meet these criteria. It is reasonable to expect denials; VCTC may require explanations for any month with an unusually low (less than 10%) denial rate or an unusually high acceptance or denial rate.
- D. Coordinate with VCTC staff to make any revision or enhancements to the VCTC client

certification applications form, letters or ID cards, (subject to VCTC's approval) for improved clarity and ease of use.

- E. Reproduce a sufficient number of copies of VCTC forms and any other necessary client information and assume responsibility for distribution.
- F. Ensure all written materials are available in alternative formats, as required by the ADA.
- G. Assist applicants with all certification forms.
- H. Process new and renewal certifications consistent with the above-stated procedures.
- I. Establish procedure for the transfer of data to the bus operators on a daily or not less than twice weekly basis.
- J. Develop a database to track each application including, at minimum, the information as detailed on the associated rider's profile.
- K. Establish methods to secure, back up, and store confidential client data.
- L. Submit documented billings for services and required reporting on a monthly and annual basis.
- M. Track certification expirations and mail renewal notices to clients.
- N. With Notification of Certification, mail copies of the VCTC ADA Riders Guide and any other informational notices or riders alerts.
- O. Provide testimony, information or other assistance to the Eligibility Appeals Committee.
- P. Testify in court if required.

8. VCTC OVERSIGHT AND MANAGEMENT

Contractor performance and day-to-day oversight of Certification Contractor will be conducted by VCTC staff.

9. CHANGES TO CERTIFICATION PROCESS

During the term of this Agreement, including any extensions thereof, VCTC may choose to implement changes to the ADA paratransit certification processes or forms described herein for the benefit of the county operators, VCTC and its ADA program. In such event, VCTC shall provide Contractor with a description of the changes to be implemented, including any modification of the Contractor's requirements and responsibilities related to such change and the timing thereof. The contractor will make all necessary modifications and adjustments subject to VCTC final approval.

10. ADA CERTIFICATION SERVICE REQUIREMENTS

The following paragraphs describe in detail all the requirements for staffing, training, facilities, equipment, processing applications, reporting, and Contractor performance standards.

A. STAFF REQUIREMENTS

Contractor shall provide the necessary management and qualified staff to satisfy the tasks and requirements of this Scope of Work. Contractor shall provide training of qualified staff, capable of performing all assessment activities under the supervision of a licensed physical therapist, occupational therapist, ophthalmologist, or certified independent living counselor. The following management and staffing requirements are minimums and Contractor shall exceed these where necessary to accomplish the specified Scope of Work. Proposed changes in key personnel and/or job duties are subject to prior review and approval by VCTC. Contractor shall submit a resume to VCTC for any proposed replacement candidate and an interview of the proposed replacement candidate may be required.

1. Project Manager

- a. The Project Manager will be the person in charge of all management and day-to-day operations of the Contractor on behalf of the VCTC. The Project Manager must maintain consistent and sufficient contact and communications with VCTC. VCTC intends that this communication shall establish a working partnership to ensure that VCTC's ADA eligibility certification process works effectively and efficiently to the benefit of ADA applicants and from the perspective of both VCTC and the Contractor.
- b. Project Manager will demonstrate, by decision and action, competency in all aspects of VCTC's ADA eligibility certification process. The Project Manager must be knowledgeable about ADA rules, regulations and compliance regarding eligibility and certification. The Project Manager will function as line supervisor of all Contractor staff assigned to VCTC's project. The responsibilities of the Project Manager include, but are not limited to, the following:
 - (1) Ensuring the availability of a responsible individual with decision making authority by phone or in-person during the hours of 8:00 am to 5:00 p.m., Monday through Friday excluding VCTC holidays;
 - (2) Recruitment, selection, hiring, and training of appropriate staff to satisfy the requirements of this Scope of Work;
 - (3) Assignment of personnel to perform the tasks specified in this Scope of Work;
 - (4) Administration of the eligibility certification process, including the review of applications, conduct of telephone interviews and inquiries, and preparation of correspondence to applicants, documentation of

certification findings and the basis for recommended determinations.

- (5) Attendance at such meetings as the VCTC may require, including, but not limited to, a biannual meeting or meetings “as needed” with the VCTC’s supervisory staff;
- (6) Preparation and submission of Contractor's monthly invoice for certification services;
- (7) Preparation and submission of the Monthly Certification Report and other reports as may be requested by the VCTC; and
- (8) Working with VCTC staff to develop any improvements to the ADA eligibility certification process as determined appropriate to ensure an effective and efficient process.

2. Certification Staff

Contractor shall recruit, hire, train and employ such qualified staff as are required to meet the requirements specified herein for the administration and conduct of VCTC’s ADA eligibility certification process. Personnel assigned to administer and conduct VCTC’s certification process shall have the appropriate education, licensing and certification, and experience to perform the functions of their assigned positions, including, but not limited to:

- a. Related experience with regard to the functional assessment of individuals with disabilities along with experience working with individuals with disabilities;
- b. Supervisory experience as appropriate to their job assignments;
- c. Familiarity with Ventura County public transit and ADA paratransit services and the functional abilities needed to use these public transportation services;
- d. Familiarity with the VCTC fixed route system and environment, system map and bus stop locations. Staff must maintain a working knowledge of VCTC policy and understand transferring, in-bound/out-bound routes, and how to utilize the transfer points.
- d. Ability to work well with older adults and individuals with disabilities;
- e. Good written and oral communications skills;
- f. Knowledge of ADA complementary paratransit regulations, including, but not limited to, the regulatory definition of ADA paratransit eligibility found

in the ADA Regulations in 49 CFR Part 37, Section 37.123; and

- g. Thorough familiarity with the VCTC's ADA paratransit eligibility certification process and competence in making determinations of ADA eligibility in compliance with federal, state, county laws, regulations and policies.

B. STAFFING POLICIES

1. Vacancy of Key Positions

If, during the course of normal employee turnover, the position of Project Manager remains open for a period in excess of 30 calendar days, the VCTC may, at its discretion deduct a penalty of \$100.00 per day for each day which the position remains unfilled beyond the first 30 days. In order to ensure that they have the proper staffing, the Contractor may be required to provide a monthly report listing staff with hire dates and employment status (employed, no longer with firm, etc.) of each employee

2. Assignment of Contractor Staff to VCTC Certification

To promote coordination between the VCTC and Contractor, certification services for VCTC shall be assigned to limited number of designated Contractor staff sufficient to provide these services under normal circumstances. Names of the designated staff and any changes to this staffing shall be provided to the VCTC in writing.

3. Turn-Over

Contractor shall take appropriate steps and actions to minimize the turnover of employees assigned to this Agreement and to minimize the impact of such turnover as it occurs.

4. Removal of Employees

VCTC may require that any Contractor employee assigned to provide services under this Agreement be removed from work on VCTC's program. VCTC may require immediate removal if, in its determination, this is warranted by the circumstances.

5. Staffing Policies

VCTC will notify the Contractor's Project Manager in writing of any employee determined to be unsuitable for assignment to VCTC's program and shall provide documentation as to the basis for this determination. Unless VCTC is requiring immediate reassignment, within five (5) business days of receipt of such notice Contractor shall, either propose to replace the employee or present to VCTC a plan for correcting the employee's performance deficiencies within a 30-day period

thereafter. If either VCTC rejects the plan or the employee's performance deficiencies are not corrected to VCTC's satisfaction within the 30-day plan period, the Contractor shall immediately replace the employee.

6. Language

Contractor staff assigned to VCTC's program who work predominantly with the public shall be fluent in both written and/or spoken English and Spanish. Certification Contractor may, but is not required to, provide staff who is fluent in languages other than English and Spanish should these be required by applicants. Applicants not fluent in English and Spanish may be required to provide their own interpreter. Contractor shall have the ability to bring in an American Sign Language (ASL) Interpreter as needed for language access

C. TRAINING OF CERTIFICATION PERSONNEL

1. All training of Contractor staff shall be the responsibility of the Contractor. Contractor shall develop and provide a training program sufficient to meet the transportation, Americans with Disabilities Act and eligibility certification requirements as stated under *Section A, 2. Certification Staff*. The Contractor's training program shall be reviewed and approved by VCTC staff prior to implementation.
2. Prior to their assignment to VCTC's program, each employee shall receive, at a minimum, the following training:
 - a. Contractor's training program as described above;
 - b. VCTC orientation on ADA paratransit services, policies, and procedures, to be provided by VCTC staff; and
 - c. Training in sensitivity issues regarding working with individuals with disabilities. All Contractor staff involved in the certification process or coming into contact with applicants, including the Contractor's Project Manager, shall receive this training to be provided by the Contractor. Proof of such training shall be documented and available for inspection by VCTC.

D. TRAINING OF VCTC ADMINISTRATION STAFF

On an annual basis, Contractor shall permit up to (8) VCTC staff and local bus operator staff to attend and participate in Contractor's training program for application review/eligibility determination conducted for its own staff as described in Section A, above, at no cost to VCTC or local bus operators. VCTC and local bus operator staff shall be responsible for any travel costs incurred by its employees attending such training.

E. TRAINING OF VCTC STAFF AND COMMITTEES

On a periodic basis, estimated to be no more frequent than two (2) times per year, the VCTC may request that the Certification Contractor's Project Manager, or other staff as appropriate, provide training to certain community bases, social service groups, transit operators, or other VCTC staff, committees or groups, in the requirements of the ADA for certification of paratransit eligibility and the VCTC's certification process. The class size will consist of no more than eight (8) individuals.

11. COMMUNICATIONS SYSTEMS

The Contractor shall be responsible for providing, installing and maintaining communications systems for support and performance of the services described herein. At a minimum, these communications systems shall consist of the following:

A. Applicant Telephone Services

Voice telephone services shall be provided for certification inquiries and return of calls from Contractor staff to applicants, their guardians, and/or health care providers. Contractor shall obtain, install and maintain a toll-free phone number accessing sufficient telephone lines to result in callers receiving a busy signal on no more than ten (10%) percent of all attempted phone calls at peak call times. Contractor shall provide and maintain a telephone message recorder or voicemail so that callers may leave a message after business hours. All messages must be picked up, transcribed, and returned on the next business day. The contractor's place of business must be open on all holidays except for the holidays referenced above in scope.

In addition to voice telephone services, the Contractor shall provide, install, and maintain access for individuals who are deaf or hard of hearing using modern communication technologies such as Video Relay Services (VRS) and IP Relay. These services will be available during all normal hours of certification office operation and equipped to allow for automated greetings and message capabilities during after-hours. All messages must be retrieved and responded to on the next business day.

B. Contractor Administrative Telephones

Contractor is responsible for the installation and maintenance of sufficient telephone lines and equipment to support the Contractor's administrative requirements so that the toll-free applicant telephone lines are not utilized for administrative purposes.

C. Facsimile Machine

For the purpose of expedient transmission of reports, documents and other communications between VCTC and Contractor, Contractor will provide a plain paper facsimile (FAX) machine installed on a dedicated telephone line. This FAX machine will be installed and operational in the Contractor's office facility no later than one week prior to initiation of services under this Agreement and shall be promptly repaired or

replaced in the event of equipment failure so that FAX service is reestablished within one business day.

D. Computer Systems

Contractor shall provide any and all computer hardware and software necessary for the provision and support of services provided pursuant to this Agreement. VCTC currently uses RideCo's Eligibility Portal to perform ADA Eligibility Certifications. All documents, reports, and forms prepared for submission to the VCTC or for use in conjunction with the certification services provided pursuant to this Agreement shall be prepared with compatible hardware/software and shall be submitted in electronic form as well as hard copy. Currently VCTC's current contractor is using an Excel-based system with a website hosted by VCTC on network servers with built in redundancy and back-ups. VCTC shall have full access to read, write, edit and print customer files.

12. ADA ELIGIBILITY APPLICATION PROCESSING

Assessment results should be in line with the generally accepted ratio of 10% denials per 100 applicants. This rate will be calculated quarterly. Failure to maintain an acceptable level of eligibility denials will be investigated and could result in sanctions ranging from an audit of assessment procedures to the termination of the contract.

Contractor shall be responsible for processing of applications to determine and make recommendations on each applicant's eligibility in accordance with the Americans with Disabilities Act and VCTC policy. Contractor shall develop, implement and follow procedures to accomplish the processing of certification applications, including, but not limited to, the following:

A. Eligibility Determination

The determination of eligibility shall be based on the applicant's functional and cognitive abilities to independently utilize public fixed route transit services, as indicated by review of the information provided in their application or supplemental information obtained through telephone interviews. It is expected that the Contractor will follow a process generally as follows:

1. Application Review

If the information provided in the application is sufficient, eligibility may be granted without further contact with the applicant. In this case, the Contractor staff prepares a summary of their evaluation and the basis for their eligibility determination, prepares the Applicant Notification Letter and ID Card.

2. Telephone Interview

- (a) If the application data is insufficient to make an eligibility determination, Contractor staff may contact the applicant and/or their identified health care

provider by telephone or TDD to obtain additional information which might permit a determination. If this telephone contact provides adequate information, an eligibility determination can be made at this point. Again, if this is possible, the Contractor staff prepares a summary of the evaluation and the basis for the eligibility determination, prepares the Applicant Notification Letter and ID card.

- (b) Contractor shall attempt to contact applicants by telephone or TDD on a minimum of three (3) occasions, on different days and at different times of day. Each attempt shall be noted on the application as to day and time. If the Contractor has been unsuccessful in contacting the applicant after three attempts, Contractor staff shall attempt to contact the applicant through the "Emergency Contact" indicated on the application. If the Contractor is unsuccessful in contacting the Emergency Contact or, after a period of five (5) days from such contact, the applicant has not made contact with the Contractor, the Contractor shall prepare and mail an Ineligible letter to the applicant. If, by a date ten (10) business days from the date of the Ineligible letter, the applicant has not contacted the Contractor, that application shall be marked as "Ineligible/Withdrawn".

B. Time Requirements for Processing

1. The ADA Regulations specify that "If, by a date 21 days following the submission of a completed application, the entity has not made a determination of eligibility, the applicant shall be treated as eligible and provided service until and unless the entity denies the application."
2. To enable the VCTC to comply with the ADA's "21-Day Rule,{149 CFR 37 Section37.125 (c)} the Contractor shall process, make a determination recommendation, document, prepare the applicant determination letter and transmit all required documentation to the applicant no later than the seventeenth (17) calendar day from the date on which the application was accepted by the Contractor as complete, with the days counted as follows:
 - (a) Day 1 is the date stamped by Contractor staff on an application indicating that the form is complete and properly signed by the applicant.
 - (b) Delays in Processing Not Due to Contractor: the counting of days shall be temporarily stopped: on the day that Contractor staff determines that telephone interview is needed and they fail to reach the applicant and/or their health care provider. The counting of days starts again when telephone contact is made and information is obtained. All such delays must be documented for tracking and reporting purposes.
 - (c) Determinations Requiring Clarification: if, upon review, an application is returned to the applicant for clarification of the summary of assessment

findings or basis for the recommended determination, the counting of days shall resume with the day the clarification is requested and end when the review is again completed. A clear process to document and monitor the number of days as described above shall be approved by VCTC and implemented by the Contractor. All such delays must be documented for tracking and reporting purposes.

13. DOCUMENTATION AND REPORTING

A . Documentation of Eligibility Determination

The Contractor shall fully document the processing of each application as well as the assessment findings and determination of eligibility, denial or ineligibility for ADA paratransit services. All documentation will be written or typed so that it can be easily read and understood by VCTC staff, applicants and Eligibility Appeals Committee members. Such other data and reporting as may be requested by VCTC. Modifications and additions to the recommended reporting may be proposed by Contractor and are subject to approval by VCTC. Contractor shall be responsible for:

1. Completed Evaluation

Contractor shall be responsible for the preparation and submission of a completed evaluation for each application processed and/or applicant interviewed. Each "completed evaluation" shall include documentation of the full and complete answers to each pertinent evaluation question noted by the Contractor staff conducting the analysis, a detailed written explanation of the basis for the Contractor's determination, and the eligibility recommendation. This documentation may take the form of a checklist or other format, which is developed by the Contractor and subject to approval of VCTC prior to implementation.

2. Determination Letters

- (a) The Contractor shall be responsible for the preparation of Letters of Determination to be sent to each applicant notifying them of the determination which has been made on their application for ADA paratransit eligibility. VCTC shall work with the Contractor to determine the format and text for the determination letters to be prepared by the Contractor and sent to each applicant. It should be noted that all correspondence prepared by Contractor on behalf of VCTC and information materials shall be approved by VCTC prior to use. VCTC shall work with the Contractor to provide the format of printed applications and the format and text for the summary of eligibility and determination letters to be prepared by the Contractor. Other form and letters required for the efficient processing and documentation of the certification process shall be developed by the Contractor in cooperation with the VCTC's administrative staff and shall become, pursuant to the

terms of the Agreement, property of VCTC.

B. Monthly Certification Report

On a monthly basis, Contractor shall prepare a Monthly Certification Report which shall be submitted to VCTC with the monthly invoice on or before the 5th business day of the following month. The Monthly Certification Report shall include at a minimum, the following:

The data on completed determinations and applications in progress.

1. A daily roster of individuals for whom an eligibility determination was completed and those applications still in progress during the month, listing the following data:
 - (a) Applicant name;
 - (b) VCTC identification number;
 - (c) Date of completed determination;
 - (d) Recommended eligibility;
 - (e) Name of Contractor's certification analyst who completed the determination; and
 - (f) Invoice amount / fees
2. Such other data and reporting as may be requested by VCTC. Modifications and additions to the recommended reporting may be proposed by Contractor and are subject to approval by VCTC.

C. Attendance at Meetings

1. Contractor's Project Manager and, as appropriate, designated certification staff shall attend meetings with VCTC on a regular basis to review the ADA certification process and Contractor performance to identify areas for analysis and improvement, and to effect training of and coordination between VCTC and Contractor staff. Meetings with transit operators may also be required as needed to ensure comprehensive collaboration and support across the county's transit services. Regular meetings will include:
 - a) Monthly Certification Meeting of Contractor's Project Manager with VCTC's Program Manager. This meeting shall be held at a location in agreement with VCTC and the Contractor. Meetings are typically conducted virtually. Should in-person meetings be necessary, they will take place at a location agreed upon by both VCTC and the Contractor.

- b) Quarterly Certification Coordination Meeting of VCTC and Contractor staff. These meetings are intended to facilitate coordination and to discuss practices, procedures, challenges, and opportunities for improvement of the certification process.
 - c) Transit Operators Advisory Committee (TRANSCOM) serves as an advisory body to VCTC for purposes of transit planning and programming, including review of the Program of Projects, and to provide a forum for discussion and input on transit issues. TRANSCOM meets the second Wednesday of each month at 1:30 pm at the VCTC Office Large Conference Room.
 - d) Citizens Transportation Advisory Committee/Social Services Transportation Advisory Committee (CTAC/SSTAC) The CTAC/SSTAC is charged with providing input to the VCTC on a variety of transportation issues, including the review of findings developed from an annual public hearing on possible “unmet transit needs,” which is held each Spring. CTAC/SSTAC meets four (4) times per year in January, April, June, and September. Meetings are held on the second Tuesday of the month at the County Government Center Hall of Justice Pacific Meeting Room at 1:30 p.m. Contractor is a member of the Committee and shall attend all meetings.
2. The locations and times of these meetings shall be as determined by VCTC, with the exception of the Monthly Certification Coordination Meeting, the time and location of which will be coordinated between the Contractor's Project Manager and the VCTC's Program Manager. In addition to these regular meetings, Contractor's Project Manager may be requested to attend and participate in other meetings relating the VCTC's ADA certification process.

D. Customer Comments/Complaints

- 1. All applicants and other individuals contacting the Certification Contractor wishing to make a comment on the ADA eligibility certification process shall be referred by Contractor staff to the VCTC's Customer Service department at (800) 438-1112.
- 2. Comments received by Customer Service will be tracked and forwarded to the Contractor for investigation and response. Customer comment responses must be submitted to the VCTC's Program Manager, in writing, within five (5) business days.

E. Retention of Files and Records

All files and records relating to the processing of applications and the provision of services under this Agreement which are not returned to VCTC shall be retained by

Contractor for a period of five (5) years. Upon request from VCTC, such records will be made

14. PERFORMANCE STANDARDS

Performance standards are included to encourage high quality and effective services and in recognition of the ADA-required time parameters for processing ADA applications. For the initial startup of operation under this contract, VCTC and Contractor will monitor performance of Contractor against the following performance measures to ensure that standards have been established which are appropriate and fair. During the initial 90 day period, no incentives or penalties will be assessed.

A. Recommendations for Improvement

VCTC encourages the Contractor to make suggestions and recommendations to improve the ADA eligibility certification process. An incentive payment may be made for any suggestion or recommendation which VCTC determines to implement and results in a measurably more effective and efficient process. This incentive payment is \$150.00 per implemented suggestion or recommendation and will be provided to the Contractor thirty (30) days after implementation and review of effectiveness.

B. Timely Processing of Applications

The Contractor must complete its processing of applications in a timely manner to meet ADA requirements. Each evaluation and completed documentation must be processed within twenty-one (21) calendar days of receipt of the applications. (See *Section 12 B. Time Requirements for Processing* of this document for a complete discussion of timely processing requirements.)

C. Completed Documentation

The Contractor must ensure that its documentation is complete when submitted to VCTC. Evaluations not fully documented, or which require clarification, will be considered incomplete. Each evaluation determined to be incomplete by VCTC will be returned to the Contractor for completion. Penalties may be assessed and incentives awarded according to the following criteria:

1. Failure to meet the completed documentation requirement on less than five percent (5%) of the determinations completed in any calendar month will result in a penalty award to Contractor of \$100.00 for that month. Failure to meet the completed documentation requirement on more than ten percent (10%) but less than fifteen percent (15%) of the determinations completed in any calendar month may result in assessment of a penalty of \$200.00 for that month; and
2. Failure to meet the completed documentation requirement on more than

fifteen percent (15%) of the determinations completed in any calendar month may result in assessment of a penalty of \$400.00 for that month.

D. Assessment Procedure

Before assessing penalties, VCTC will use the following procedure:

- a. VCTC will notify the Contractor of its intent to assess a penalty.
- b. The Contractor will be given an opportunity to demonstrate that the Contractor could not reasonably have prevented the failure. Failures caused by actions of VCTC staff, natural disasters, or extreme and unusual weather or traffic conditions will be considered not preventable. Any such claim must be supported by adequate documentation.
 - If VCTC determines that the failure was not preventable, then the penalty will be waived.
 - VCTC's decision to waive the assessment of any penalty will in no way affect VCTC's right to assess a penalty for a similar failure in the future and will in no way affect the Contractor's obligation to meet the associated performance standard.
 - Continued nonperformance of Contractor and/or serious violation of service standards may result in assessment of penalties up to and including termination of contract.

15. CONTINUITY OF CURRENT SERVICE VENDOR

VCTC currently uses a proprietary system that includes an online application via the internet and via the telephone. ADA applicants are able to call and/or email check the status of their applications. VCTC deems it to be in the best interest of the agency and its ADA clients to continue using the RideCo Eligibility Portal, in order to successfully continue the service as anticipated by the ADA clients.

The proposer shall complete the following form and include it in the Price Proposal package, separate from the Technical Proposal submitted in response to this solicitation.

By executing below, the proposer hereby agrees to provide services as specified in the Ventura County Transportation Commission's (VCTC) Request for Proposals No. 2025-01 at the prices submitted in response to this solicitation. It is the responsibility of the proposer to ensure the accuracy of all documents submitted. VCTC shall not be responsible for any errors or omissions contained within the proposer's submitted documents.

Proposer Name: _____
Address: _____
City/State/Zip: _____
Phone Number: _____
Email Address: _____

CERTIFICATION

I certify that the prices attached are accurate and include all costs associated with performing the services described in the RFP. I understand that the pricing will remain valid for 90 days following the proposal submission deadline.

Authorized Executive: _____
Executive Title: _____
Authorized Executive Signature: _____ **Date:** _____

Submission Instructions:

Please ensure all fields are completed accurately.
Attach any supplemental pricing details or justifications as needed.
Submit this completed form along with the full proposal package as outlined in the RFP.

Cost Proposal - ADA Certifications Services

Proposer Name

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Year 1: July 1, 2025 through June 30, 2026

Staffing

Title	Hours	Hourly Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Staff Salary			\$0.00

Benefits and overhead

Total	\$0.00
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Administrative

Expense	Annual Cost	
Office space		
Postage		
Telephone		
Travel/Mileage		
Mailing		
Other (Please Explain)		
Total		\$0.00

Applications

Type of Assesment	Price per Unit	Estimated Qty.	Estimated Total
In Person Assesment			0
Telephone Assesment			0
Auto. Determination (85+/Condition)			0
			0
Total			\$0.00

Year 1 Total Costs	\$0.00
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Year 2: July 1, 2026 through June 30, 2027

Staffing

Title	Hours	Hourly Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Staff Salary			\$0.00

Benefits and overhead

Total	\$0.00
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Administrative

Expense	Annual Cost	
Office space		
Postage		
Telephone		
Travel/Mileage		
Mailing		
Other (Please Explain)		
Total		\$0.00

Applications

Type of Assesment	Price per Unit	Estimated Qty.	Estimated Total
In Person Assesment			0
Telephone Assesment			0
Auto. Determination (85+/Condition)			0
			0
Total			\$0.00

Year 2 Total Costs	\$0.00
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Year 3: July 1, 2027 through June 30, 2028

Staffing

Title	Hours	Hourly Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total			\$0.00

Benefits and overhead

Total	\$0.00
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Administrative

Expense	Annual Cost	
Office space		
Postage		
Telephone		
Travel/Mileage		
Mailing		
Other (Please Explain)		
Total		\$0.00

Applications

Type of Assesment	Price per Unit	Estimated Qty.	Estimated Total
In Person Assesment			0
Telephone Assesment			0
Auto. Determination (85+/Condition)			0
			0
Total			\$0.00

Year 3 Total Costs	\$0.00
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Year 4 (OPTIONAL): July 1, 2029 through June 30, 2030

Staffing

Title	Hours	Hourly Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total			\$0.00

Benefits and overhead

Total	\$0.00
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Administrative

Expense	Annual Cost	
Office space		
Postage		
Telephone		
Travel/Mileage		
Mailing		
Other (Please Explain)		
Total		\$0.00

Applications

Type of Assesment	Price per Unit	Estimated Qty.	Estimated Total
In Person Assesment			0
Telephone Assesment			0
Auto. Determination (85+/Condition)			0
			0
Total			\$0.00

Year 4 Total Costs	\$0.00
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Year 5 (OPTIONAL): July 1, 2030 through June 30, 2031

Staffing

Title	Hours	Hourly Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total			\$0.00

Benefits and overhead

Total	\$0.00
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Administrative

Expense	Annual Cost	
Office space		
Postage		
Telephone		
Travel/Mileage		
Mailing		
Other (Please Explain)		
Total		\$0.00

Applications

Type of Assesment	Price per Unit	Estimated Qty.	Estimated Total
In Person Assesment			0
Telephone Assesment			0
Auto. Determination (85+/Condition)			0
			0
Total			\$0.00

Year 5 Total Costs	\$0.00
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ATTACHMENT C – TEMPLATE CONTRACT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, by and between the **Ventura County Transportation Commission**, created pursuant to the laws of the State of California (“VCTC” OR “Agency”) and _____ (“CONTRACTOR”).

RECITALS

WHEREAS, VCTC circulated and distributed a request for proposals (“RFP”) for the contract of its ADA Paratransit Eligibility Certification services pursuant to a detailed Scope of Work, which is attached hereto and incorporated herein as Exhibit 1; and

WHEREAS, CONTRACTOR submitted a proposal to provide the contracted services, a copy which is attached and incorporated herein as Exhibit 2: and

WHEREAS, CONTRACTOR has represented and warrants to VCTC that it has the necessary training, experience, expertise, physical manufacturing capacity and staff competency to provide the services, goods and materials that are described in this Agreement, at a cost to VCTC as herein specified and that it will be able to perform the herein described services to VCTC by virtue of its current resources and specialized knowledge of relevant data, issues, and conditions: and

WHEREAS, CONTRACTOR represents and warrants that neither CONTRACTOR, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, CONTRACTOR understands that VCTC is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and conditions herein contained, VCTC and CONTRACTOR hereby agree that the foregoing recitals are true and correct and incorporated herein and the Parties further agree as follows:

1. SCOPE OF WORK

- A. CONTRACTOR will perform the Work and related tasks as described in Exhibit 1, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.
- B. This is a non-exclusive Agreement, whereby VCTC may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with VCTC’s staff or other contractor or entity that may be providing similar or the

same Work for VCTC.

2. CONTRACT DOCUMENTS

The complete Contract between the parties shall consist of the following component parts:

This Agreement;

- A. Exhibit 1 – SCOPE OF WORK FOR RFP NUMBER 2025-XX ADA PARATRANSIT ELIGIBILITY CERTIFICATION SERVICES.
- B. Exhibit 2 – CONTRACTOR's Offer and Bid Submission dated _____
- C. Exhibit 3 – CONTRACTOR'S Insurance Certificate, dated _____
- D. Exhibit 4 – CONTRACTOR's Price Proposal Sheets dated _____
- E. Exhibit 5 – CONTRACTOR's Completed, signed and notarized (if applicable) forms as required by the Solicitation.

All of the Exhibits mentioned in this Attachment are attached and are herein incorporated. This Agreement and the other Exhibits mentioned in this Attachment constitute the entire Contractual Agreement between the parties. In the event of any conflict between any of the provisions of this Agreement and Exhibits, the provision that requires the highest level of performance from CONTRACTOR for VCTC's benefit shall prevail. Proposer shall execute and submit Certifications as required in the RFP shall be submitted separately in each Proposer's Price Proposal.

3. PERIOD OF PERFORMANCE

The term of this Agreement shall commence on _____, and shall continue in full force and effect through _____ unless earlier terminated or extended as provided in this Agreement. VCTC may elect to extend this Agreement pursuant to two (2) one-year options.

4. TOTAL CONSIDERATION

In accordance with the terms and conditions of this Agreement, VCTC shall pay CONTRACTOR a total sum not to exceed \$XXXXXX for CONTRACTOR's completion of the Scope of Work. VCTC shall not pay CONTRACTOR any amount in excess of the aforementioned not to exceed amount unless the Parties enter into a written amendment to this Agreement authorizing such increased amount.

5. INVOICING AND PAYMENT

- A. CONTRACTOR shall invoice VCTC monthly for services completed pursuant to the Scope of Work during the preceding month. CONTRACTOR shall invoice VCTC within thirty (30) days of the end of each month.. CONTRACTOR shall furnish information as may be requested by VCTC to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices in duplicate to:

Ventura County Transportation Commission
ATTN: Accounts Payable
751 E. Daily Drive, Suite 420
Camarillo, CA 93010

Each invoice shall include, at minimum, the following applicable information:

- Contract number
- Purchase Order number
- Invoice number
- Description of deliverable
- Date of service completed
- Unit Price, extended price and applicable taxes
- Information as requested by VCTC

- B. VCTC shall remit payment within forty-five (45) calendar days of approval of the invoices by VCTC staff.

In the event VCTC should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of VCTC's right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of VCTC, CONTRACTOR shall immediately reimburse VCTC the entire overpayment or, at its sole discretion, VCTC may deduct such overpayment amount from monies due to CONTRACTOR under this Agreement or any other Agreement between VCTC and CONTRACTOR.

6. AUDIT AND INSPECTION OF RECORDS

In accordance with 49 C.F.R. § 18.36(i), 49 C.F.R. § 19.48(d), and 49 U.S.C. § 5325(a), provided VCTC is the FTA Recipient or a sub-grantee of the FTA Recipient, the Contractor agrees to provide VCTC, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, or any of their duly authorized representatives access to any books documents, papers, and records of the Contractor which are directly pertinent to or relate to this Contract (1) for the purpose of making audits, examinations, excerpts, and transcriptions and (2) when conducting an audit and inspection.

- A. In the event of a **sole source Contract, or single Offer, single responsive Offer, or competitive negotiated procurement**, the Contractor shall maintain and the Contracting Officer, the U.S. Department of Transportation (*if applicable*), or the representatives thereof, shall have the right to examine all books, records, documents, and other cost and pricing data related to the Contract price, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of Contract shall be made available for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, including review of accounting principles and practices that reflect properly all direct and indirect costs anticipated for the performance of the Contract.
- B. **For Contract Amendments**, the Contracting Officer, the U.S. Department of Transportation (*if applicable*), or their representatives shall have the right to examine all books, records, documents, and other cost and pricing data related to a Contract Amendment, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract Amendment shall be made available for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, either before or after execution of the Contract Amendment for the purpose of conducting a cost analysis. If an examination made after execution of the Contract Amendment reveals inaccurate, incomplete, or out-of- date data, the Contracting Officer may renegotiate the Contract Amendment and VCTC shall be entitled to any reductions in the price that would result from the application of accurate, complete or up-to-date data.
- C. For any **cost reimbursable work** the Contractor shall maintain and the Contracting Officer, the U.S. Department of Transportation (*if applicable*), or their representatives, shall have the right to examine books, records, documents, and other evidence, including review of accounting principles and practices that reflect properly all direct and indirect costs incurred

as related to said cost reimbursable work:

1. The materials described in Paragraphs A, B and C above shall be available at the Contractor's office at all reasonable times for inspection, audit, and making excerpts and transcriptions until three years from the date of final payment under the Contract except that the materials described in Paragraph A above shall also be available prior to any award and materials relating to "Service and Parts" (Section 2.5). For records relating to appeals under "Disputes" (Section 2.2.7), Litigation (Section 2.2.8), or the settlement of claims; records as specified in this Section 2.6 shall be kept available until final resolution of such appeals, litigation, or claims.
2. The Contracting Officer and their representative and any other parties authorized under this Contract shall employ sound Business practices to protect the confidence of the data specified under this clause, for which the Contractor provides access, against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that any confidential data bears appropriate notices relating to its confidential character.
3. The requirements of this Section 2.6 are in addition to other audit, inspection, and record- keeping provisions specified elsewhere in the Contract Documents.

7. NOTIFICATION

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by electronic mail, courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To VCTC:
Attn: Claire Grasty
Ventura County Transportation Commission
751 E. Daily Drive, Suite 420
Camarillo, CA 93010
cgrasty@goventura.org

To CONTRACTOR

8. VCTC AND CONTRACTOR'S REPRESENTATIVES

A. VCTC

VCTC's Executive Director or an authorized designee has authority to execute contracts on behalf of VCTC. Except as expressly specified in this Agreement, the Executive Director may exercise any powers, rights and /or privileges that have been lawfully delegated by VCTC. Nothing in this Agreement should be construed to bind VCTC for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein. The Executive Director or his/her designee is empowered to:

1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.

2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to VCTC's satisfaction.
3. Subject to the review and acceptance by VCTC, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.
4. In addition to the foregoing, the Executive Director shall have those rights and powers expressly set forth in other sections of this Agreement.

B. Contractor's Key Personnel

The following are CONTRACTOR's key personnel and their associated roles in the Work to be provided:

Name

Role

Any proposed substitution or replacement by Contractor of Contractor's key personnel shall ensure that such substituted person possesses the same or better expertise than the key personnel being substituted or replaced. VCTC reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does indeed possess such expertise and experience.

VCTC awarded this Agreement to CONTRACTOR based on VCTC's confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall not reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from VCTC.

9. TERMINATION OF CONTRACT

A. TERMINATION FOR CONVENIENCE

1. The performance of Work under this Contract may be terminated in whole, or from time to time in part, by the Contracting Officer for the convenience of VCTC whenever the Contracting Officer determines that such termination is in the best interest of VCTC and other partner agencies. Any such termination shall be effected by delivery to the Contractor of a written 30 - Day Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective. After receipt of a Notice of Termination,

and except as otherwise directed by the Contracting Officer, the Contractor must:

- (a) Stop the Work under the Contract on the date and to the extent specified in the Notice of Termination;
- (b) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated as set out in the Notice of Termination;
- (d) Assign to VCTC in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case VCTC shall have the right, in its discretion, to settle or pay and or all claims arising out of the termination of such orders and subcontracts;
- (e) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he/she may require, which approval or ratification shall be final for all the purposes of this Section;
- (f) Transfer title to VCTC and deliver in the manner, at the times, and to the extent, if any, directed by Contracting Officer the fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of, the Work

terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to VCTC;

- (g) Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Contracting Officer, and property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire an such property under the conditions prescribed by and at a price(s) approved by the Contracting Officer, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by VCTC to the Contractor under this Contract or shall otherwise be credited to the price, or cost of the Work covered by this Contract or paid in such other manner as the Contracting Officer may direct;
 - (h) Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and
 - (i) Take such action as may be necessary, or as the Contracting Officer may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which VCTC has or may acquire an interest.
2. After receipt of a Notice of Termination, the Contractor shall submit to VCTC its termination claim, in the form and with certification prescribed by VCTC. Such claim shall be submitted promptly but in no event later than six months from the effective date of termination, unless one or more extensions in writing are granted by VCTC, upon request of the Contractor made in writing within such six months period or authorized extension thereof. However, if VCTC determines that the facts justify such action, it may receive and act upon any such termination claim at any time after such six months period or any extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, VCTC may determine, on the basis of information available, the amount, if any, due the Contractor by reason of the termination and will thereupon pay the Contractor the amount so determined.
3. Subject to the provisions of subsection 2 above, the Contractor and VCTC may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination or work pursuant to this Section, which amount or amounts may include an allowance for profit on work done; provided that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total Contract Consideration as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract will be amended accordingly, and the Contractor will be paid the agreed amount.
4. In the event of failure of the Contractor and VCTC to agree, as provided in subsection

3, upon the amount to be paid the Contractor by reason of the termination of Work pursuant to this Section, VCTC will pay the Contractor the amounts determined by VCTC as follows, but without duplication of any amounts agreed in accordance with subsection:

With respect to Contract Work performed prior to the effective date of the Notice Termination, the total (without duplication of any items) of:

- (a) The costs of such satisfactorily completed Work;
- (b) The cost of settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in subsection 1(e) above, exclusive of the amounts paid or payable on account of supplies or material delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of Work under this Contract, which amounts shall be included in the costs on account of which payment is made under 2 above;
- (c) A sum, as profit on 4(a) above, determined by VCTC to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subsection 4(c) and an appropriate adjustment shall be made by reducing the amount of the settlement to reflect the indicated rate of loss; and
- (d) The reasonable cost of preservation and protection of property incurred pursuant to subsection A (9) and any other reasonable cost incidental to termination of work under this Contract, including expense incidental to the determination of the amount due to the Contractor as the result of the termination of Work under this Contract.

5. The total sum to be paid to the Contractor under subsection 4 will not exceed the total Contract Consideration as reduced by the amount of payments otherwise made and as further reduced by the Contract price of Work not terminated. Except for normal spoilage, and except to the extent that VCTC will have otherwise expressly assumed the risk of loss, there will be excluded from the amounts payable to the Contractor under subsection 4 the fair value, as determined by the VCTC, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to VCTC, or to a purchaser pursuant to subsection 1 (g) of this Section.

6. In arriving at the amount due the Contractor under this Section, there will be deducted:

- (a) The amount of any claim which VCTC has against the Contractor in connection with the Contract; and

- (b) The agreed price for, or the proceeds of sale of materials, supplies, or other items acquired by the Contractor or sold, pursuant to the provision of this Section, and not otherwise recovered by or credited to VCTC.
7. If the termination hereunder is partial, prior to the settlement of the terminated portion of the Contract, the Contractor may file with VCTC a written request for an adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination), and such adjustment as may be agreed will be made in the price or prices.
 8. VCTC may from time to time, at its sole discretion and under terms and conditions it may prescribe, make partial payments and payments on account against cost incurred by the Contractor in connection with the terminated portion of the Contract whenever, in the opinion of VCTC, the aggregate of payments does not exceed the amount to which the Contractor will be entitled hereunder. If the total of the payments is in excess of the amount finally agreed or determined to be due under this Section, the excess shall be paid by the Contractor to VCTC upon demand, together with interest at the rate of 10 percent per annum or the maximum rate permitted by applicable law, whichever is less, for the period from the date the excess payment is received by the Contractor to the date on which the excess payment is repaid to VCTC.
 9. Unless otherwise provided for in this Contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to VCTC at all reasonable times at the office of the Contractor but without direct charge to VCTC, all its books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the Work terminated hereunder, or to the extent approved by VCTC, photographs, microphotographs, or other authentic reproductions thereof.
 10. The Contractor shall insert in all subcontracts that the Subcontractor or Supplier shall stop work on the date of and to the extent specified in a Notice of Termination from VCTC and shall require that any tier subcontractor to insert the same provision in any tier subcontract.
 11. The Contractor shall communicate immediately upon receipt thereof, any Notice of Termination issued by VCTC to the affected Subcontractors and Suppliers of any tier.
 12. Under no circumstances is the Contractor entitled to anticipatory, unearned profits or consequential damages as a result of a termination or partial termination under this Section. The payment to the Contractor determined in accordance with this Section constitutes exclusive remedy for a termination hereunder.
 13. Anything contained in the Contract to the contrary notwithstanding, a termination under this Section shall not waive any right or claim to damages which VCTC may

have and VCTC may pursue any course of action it may have under the Contract.

B. TERMINATION FOR CAUSE

- (1) By written 30-Day Notice of Termination to the Contractor, VCTC may cancel the whole or any part of the Contract in any one of the following circumstances:
 - (a) If the Contractor fails to perform the Work within the time specified or any extension thereof;
 - (b) If the Contractor fails to perform any of the provisions of the Contract, or so fails to make progress as to endanger performance of the Contract in accordance with its terms, and in either of these two later circumstances does not cure such failure within a period of the 10) calendar days (or such additional time as may be specified in the notice) after VCTC gives notice to Contractor of the failure;
 - (c) The Contractor or Subcontractor or Supplier has violated an authorized order or requirement of VCTC;
 - (d) Abandonment of the Contract;
 - (e) Assignment of subcontracting of the Contract or any Work under the Contract without approval by VCTC;
 - (f) Bankruptcy or appointment of a receiver for the Contractor's property;
 - (g) Performance by the Contractor in bad faith;
 - (h) Contractor allowing any final judgment to stand (unsatisfied) for a period of 48 hours (excluding weekends and legal holiday(s));
 - (i) Material failure to comply with the law, ordinance, rule, regulation or order of a legal authority applicable to the Contract, the Work, the Contractor or the goods; or
 - (j) Failure to indemnify any party which the Contractor is obligated to indemnify under the Section 2.7.5, Indemnification, or elsewhere under the Contract.
- (2) The Contractor shall be provided a period of ten (10) days to cure such failure (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from VCTC specifying such failure.
- (3) In the event the Contractor does not cure the breach to the satisfaction of VCTC within the time period specified by the Contracting Officer, the Contracting Officer will send the Contractor a written notice of failure to cure the breach. Upon receipt

of such written notice from VCTC, Contractor shall:

- (a) Stop Work on the date of, and to the extent specified in, the Notice of Termination;
 - (b) Place no further orders or subcontracts for materials, equipment, services, or facilities, except that which is necessary to complete the portion of the Work which is expressly not cancelled under the Notice of Termination;
 - (c) Cancel all orders or subcontracts to the extent that they relate to the performance of Work cancelled under the Notice of Termination; and
 - (d) Comply with all other requirements of VCTC specified in the Notice of Termination.
- (4) If the Contract is cancelled as provided in this Section, VCTC may require Contractor to transfer title and deliver to VCTC, as directed by VCTC, the following:
- (a) Any completed supplies or equipment furnished by VCTC; and
 - (b) Such partially completed Work, supplies and materials, installations, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "contract materials") that the Contractor has specifically produced or acquired for the cancelled portion of this Contract. The Contractor shall also protect and preserve property in its possession in which VCTC has an interest at the Contractor's sole expense.
- (5) Upon VCTC's Termination of the Contractor's right to proceed with the Work because of the Contractor's default under the Contract, VCTC will have the right to complete the Work by whatever means and method it deems advisable. VCTC will not be required to obtain the lowest prices for completing the Work but shall make such expenditures as, in VCTC's sole judgment, best accomplish such completion.
- (6) The expense of completing the Work, together with a reasonable charge for any applicable engineering, consultant, managerial and administrative services, as certified by VCTC will be charged and will be deducted by VCTC out of such monies as may be due or may at any time thereafter become due to the Contractor. In case such expense is in excess of the sum which otherwise would have been payable to the Contractor under the Contract, then the Contractor or its surety shall promptly pay the amount of such excess to VCTC upon notice of the excess so due. VCTC may, in its sole discretion, withhold all or any part of any progress payments otherwise due the Contractor until completion and final settlement of the Work covered by the Notice of Termination of Contractor's right to proceed.
- (7) Contractor shall insert in all subcontracts that the Subcontractor or Supplier will stop work on the date of or to the extent specified in a Notice of Termination from VCTC

and shall require the Subcontractors and Suppliers to insert the same provision in any of their subcontracts.

- (8) The Contractor shall immediately upon receipt communicate any Notice of Termination issued by VCTC to the affected Subcontractors and Suppliers at any tier.

- (11.) If, after issuance of the Notice of Termination of this Contract, it is determined for any reason that the Contractor was not in breach, or that the breach was excusable, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the Termination for Convenience Section, and the Contractor shall be reimbursed for costs incurred under the terms of that Section.

10. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR – without prior written consent of VCTC. Consent by VCTC shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

11. SUBCONTRACTING

VCTC hereby consents to CONTRACTOR’s subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR’s proposal. CONTRACTOR shall include in each subcontract agreement the stipulation that CONTRACTOR, not VCTC, is solely responsible for payment to the subcontractor for all amounts owing and that the subcontractor shall have no claim, and shall take no action against VCTC, partner agencies or officers, directors, employees or sureties thereof for nonpayment by CONTRACTOR.

Subcontractors’ Names and Addresses

Work to be Performed

12. SUCCESSORS AND ASSIGNS

Subject to any provision under this Contract restricting assignment or subcontracting by CONTRACTOR, the provisions of this Contract shall be binding upon and inure to the benefit of the respective successors, assigns, heirs, and personal representatives of the parties to this Contract.

13. STATUS OF CONTRACTOR

- A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between VCTC and CONTRACTOR. Neither CONTRACTOR nor CONTRACTOR'S assigned personnel shall be entitled to any benefits payable to employees of VCTC, including any benefits provided to employees of VCTC under PERS. CONTRACTOR hereby indemnifies and holds VCTC harmless from any and all claims that may be made against VCTC, based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract or any services provided pursuant to this Contract.
- B. It is further understood and agreed by all the parties hereto that neither CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any right to act on behalf of VCTC in any capacity whatsoever as an agent or to bind VCTC to any obligation whatsoever.
- C. It is further understood and agreed by all the parties hereto that CONTRACTOR must issue any and all forms required by Federal and State laws for income and employment tax purposes, including, but not limited to W-2 and 941 forms, for all of CONTRACTOR'S assigned personnel.

14. CONTRACTOR'S RESPONSIBILITY

- A. The CONTRACTOR shall be responsible for the Work performed under the terms of this Contract to the extent provided by law. The CONTRACTOR agrees not to disclose information identified by VCTC as proprietary to third parties, unless approved in advance by VCTC or required by law.
- B. VCTC shall not be held liable or responsible for the maintenance and/or safety of the CONTRACTOR's personnel, equipment or supplies placed upon VCTC's property in accordance with this Contract. The CONTRACTOR acknowledges that it assumes full responsibility for any loss or damage to its equipment and supplies.
- C. Any materials, equipment or work found to be damaged, deficient, or defective during the period CONTRACTOR is performing the the Work pursuant to this

Agreement shall be repaired, replaced or corrected by the CONTRACTOR hereunder without additional cost to VCTC, unless such damage is the result of VCTC's gross negligence or willful misconduct.

- D. CONTRACTOR shall pay for all taxes, except for sales, use, transaction and excise taxes that were legally enacted at the time CONTRACTOR's offer submitted. CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of this Contract.

15. GOVERNING LAW

This Contract shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Contract shall be filed and resolved in the court of competent jurisdiction in the County of Ventura.

16. TIME OF THE ESSENCE

Time is of the essence in the performance of every term, covenant, condition, and provision of this Contract.

17. PUBLIC RECORDS ACT

Upon its execution, this Contract (including all Exhibits) shall be subject to disclosure pursuant to the California Public Records Act.

18. INSURANCE

Contractor, at Contractor's sole cost and expense and for the full term of this Contract or any renewal thereof, shall obtain and maintain at least all of the following minimum insurance requirements prior to commencing any work or receiving payments therefor under this Contract:

A. Comprehensive General Liability and Automobile Liability

A commercial general and automobile liability policy with a minimum limit of not less than \$2,000,000 per occurrence; \$4,000,000.00 aggregate, combined single limit for bodily injury and property damage, providing at least all of the following minimum coverage:

Premises Operations

1. Owners' and Contractors' Protective
2. Blanket Contractual
3. Completed Operations
4. Products

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Contractor performing work in California in the minimum amount of \$1,000,000:

1. This policy shall provide coverage for Workers' Compensation (Coverage A).
2. This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

C. Endorsements

The following endorsements 1 through 4 are required to be made a part of the Comprehensive General Liability and Automobile policy, and Endorsement No.4 is required to be made part of the Workers' Compensation and Employers' Liability policy:

1. "Ventura County Transportation Commission (herein referred to as VCTC), its employees, officers, agents and contractors are hereby added as additional insurers."
2. "This policy shall be considered primary insurance as respects any other valid and collectible insurance VCTC may possess, including any self-insured retention VCTC may have, and any other insurance VCTC does possess shall be considered excess insurance only."
3. "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company." Coverage specified herein shall apply to acquisition actions of all procuring agencies under this contract.
4. "Thirty (30) days' prior written notice of Termination shall be given to VCTC in the event of Termination."

Such notice shall be sent to:

Ventura County
Transportation Commission
Attn: Claire Grasty
751 E. Daily Drive, Suite 420
Camarillo, California 93010
cgrasty@goventura.org

D. Proof of Coverage

Copies of all the required Endorsements shall be attached to the CERTIFICATE OFINSURANCE which shall be provided by the Contractor's insurance company as evidence of the stipulated coverage. This Proof of Insurance shall then be mailed to:

Ventura County
Transportation Commission
Attn: Claire Grasty
751 E. Daily Drive, Suite 420

Camarillo, California 93010
cgrasty@goventura.org

E. Special Provisions

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor and any approval of said insurance by the VCTC Board, VCTC staff or their insurance consultant(s), are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to this Contract, including, but not limited to, the provisions concerning indemnification.
2. VCTC reserves the right to withhold payments to Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

G. Notification of Terminated Insurance

Insurance shall not be terminated or expire without thirty (30) days written notice to VCTC. Insurance policies in accordance with these provisions are required to be maintained in force until completion of the contract.

H. MINIMUM INSURANCE COVERAGE

- 1) Commercial General Liability including Products/Completed Operations: \$2,000,000; per occurrence for bodily and property damage liability and \$4,000,000 aggregate; *VCTC named and endorsed as an Additional Insured.*
- 2) Automobile Liability: \$2,000,000; per occurrence for bodily and property damage liability and \$4,000,000 aggregate; *VCTC named and endorsed as an Additional Insured.*
- 3) Workers' Compensation: statutory limits
- 4) Employer's Liability: \$100,000; per occurrence.

19. INDEMNIFICATION

- A. To the furthest extent allowed by law, CONTRACTOR shall indemnify, hold harmless and defend VCTC and its partner agencies, and each of their respective board members, officers, officials, employees and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by VCTC and/or partner agencies, CONTRACTOR or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged

to have arisen directly or indirectly out of the negligence, recklessness or willful misconduct of CONTRACTOR, its principals, officers, employees, agents, sub-consultants or subcontractors in the performance of this Agreement. If CONTRACTOR should subcontract all or any portion of the work to be performed under this Contract, CONTRACTOR shall require each subcontractor to indemnify, hold harmless and defend VCTC and its partner agencies and each of their respective board members, officers, officials, employees and agents in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

- B. If CONTRACTOR has retained legal counsel reasonably acceptable to VCTC, CONTRACTOR shall have the primary charge and direction of the defense of the suit, action or proceeding while it is assigned to such counsel. VCTC shall at the request of the CONTRACTOR furnish to the CONTRACTOR all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. VCTC shall have the right to be represented therein by advisory counsel of its own selection at its own expense.

20. REVISIONS

By written notice or order, VCTC may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

Price Adjustments:

- A. Any change in the contract that causes an increase or decrease in cost to VCTC, or the time required for the performance of the contract, must be approved as prescribed herein.
- B. An equitable adjustment in the compensation and schedule will be made upon an approved Change Order.
- C. CONTRACTOR shall be liable for all costs resulting from, or for satisfactorily correcting, any and all unauthorized specification changes not properly ordered by written modification to the contract.
- D. Except as otherwise expressly provided in the Contract, when costs are a factor in any determination of a contract price adjustment, such costs shall be in accordance with the applicable cost principles of Subpart 31.2 of the Federal Acquisition Regulations (FAR) in effect at the onset of the Contract.

Modifications:

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signature of representative authorized to enter into and modify the Agreement. In order to be effective, amendments may require approval by VCTC's Board of

Commissioners, and in all instances require prior signature of an authorized representative of VCTC.

21. RIGHTS IN TECHNICAL DATA

- A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by VCTC.
- B. The originals of all letter, documents, reports and other products and data produced under this Agreement shall become the property of VCTC without restriction or limitation on their use and shall be made available upon request to VCTC at any time. Original copies of such shall be delivered to VCTC upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of VCTC. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

22. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the sole and exclusive property of VCTC. Copies may be made for CONTRACTOR's records, but shall not be furnished to others without prior written authorization from VCTC. Such deliverables shall be deemed works made for hire, and all rights in copyright therein shall be retained by VCTC.

23. WORK FOR HIRE

Any Work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered "work for hire" as it pertains to ownership rights. CONTRACTOR, by his/her endorsement heron agrees that all rights to any work(s) created or produced are waived, and that ownership rests with VCTC. CONTRACTOR further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law that may be created or produced under this Agreement by its suppliers, contractors or subcontractors.

24. SUBMITTAL OF CLAIMS BY CONTRACTOR

CONTRACTOR shall file any and all claims with VCTC in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable VCTC to ascertain the claim's basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

Even though a claim may be filed and/or in review by VCTC, CONTRACTOR shall continue to perform in accordance to this Agreement.

25. EQUAL OPPORTUNITY

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status or other status protected by state, local or federal law. CONTRACTOR shall take action to ensure that applicants and employees are treated equitably without regard to the above statuses.

26. STANDARD OF PERFORMANCE

- A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in this performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that VCTC will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

- B. All workers shall have sufficient skill and experience to perform the Work assigned to them. VCTC shall have the right, at its sole discretion to require the immediate removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to VCTC, if VCTC considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under the Agreement under this Article shall not be reassigned to perform Work in any other capacity under this Agreement without VCTC's prior written approval.

27. NOTIFICATION OF EMPLOYMENT OF VCTC BOARD MEMBERS/ALTERNATES AND EMPLOYEES

CONTRACTOR shall provide written notice to VCTC disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of VCTC, or (2) served as a Board Member/Alternate or an employee of VCTC within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity.

28. DISQUALIFYING POLITICAL CONTRIBUTIONS

CONTRACTOR shall provide prior to the execution of this Agreement or any amendment, a written statement disclosing any contribution(s) of \$250 or more made by CONTRACTOR or its subcontractor(s) to VCTC Board Members/Alternates or employees within the preceding twelve (12) months of the date of the Agreement or proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor(s).

29. COMPLIANCE WITH LAW

CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of VCTC, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, state and local laws and ordinances.

30. COMPLIANCE WITH LOBBYING POLICIES

- A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by VCTC in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with VCTC's Ethics Policy.
- B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with VCTC's Ethics Policy, such failure shall be considered a material breach of this Agreement and VCTC shall have the right to immediately terminate or suspend this Agreement.

31. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision

The invalidity in whole or in part of any provision of this Agreement shall no void or affect the validity of any other provision.

32. FORCE MAJEURE

Performance of each and all CONTRACTOR's and VCTC's covenants herein shall be subject to such delays as may occur without CONTRACTOR's or VCTC's fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or VCTC's control.

33. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and kept as the private and privileged records of VCTC and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of VCTC. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of VCTC.

34. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

- A. VCTC shall review and approve in writing all VCTC related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication.

CONTRACTOR shall not allow VCTC related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that VCTC endorses CONTRACTOR's firm, service, and/or product.

- B. CONTRACTOR shall refer all inquiries from the news media to VCTC, and shall comply with the procedures VCTC's Community Relations staff regarding statements to the media relating to this Agreement or the Work.

C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform VVTA as soon as possible and inform VCTC of any action taken to alleviate the situation.

D. The provision of this Article shall survive the termination or expiration of this Agreement.

35. CONFLICT OF INTEREST

A. Prohibited Interests

1. During the term of this Contract, Contractor, its officers, employees and their immediate families shall not acquire any interest, direct or indirect, that would conflict with the performance of services required to be performed under this Contract.
2. Violation of subparagraph A. (1), is a material breach of this Contract, and Agency shall have the right to debar Contractor from participating at any tier in any Agency contract for a period of up to five (5) years.
3. Contractor shall include a copy of subparagraphs A. (1), and A. (2), of this provision in any agreement it makes with its subcontractors.

B. Covenant

1. Contractor covenants that prior to award of this Contract, Contractor has disclosed any present interest and any interest existing within twelve (12) months prior to award of this Contract including, without limitation, any business or personal relationship that creates an appearance of a conflict of interest. Disclosable interests and relationships are those that may reasonably be viewed as creating a potential or actual conflict of interest. Disclosable interests and relationships are those that may reasonably be viewed as creating a potential or actual conflict of interest. Any existing or prospective interest acquired or occurring after submission of the initial Certification shall be provided in an amended Certification with the executed Contract and shall be incorporated into the Contract by this reference. Violation of this covenant is a material breach of this Contract.
2. In addition, Contractor shall immediately disclose in writing to VCTC and or to the other partner agencies Executive Director and Chief Legal Counsel any interest or relationship described in subparagraph B(1) acquired or occurring during the term of this Contract.
3. Violation of the above disclosure obligations is a material breach of this Contract.

36. COVENANT AGAINST GRATUITIES

A. Prohibited Conduct

1. During the term of this Contract, Contractor, its officers and employees and their immediate families are prohibited from offering or giving a gratuity in any form

including, without limitation, entertainment, favors, loans, gifts or anything of greater than nominal value for any reason including personal, non-business related reasons to any Lead Procuring Agency officer or employee or their immediate families. For the purpose of this section, nominal value means anything: (1) having an aggregate value of \$35.00 (thirty-five dollars) or less per year; or (2) any perishable item (flowers or food) of any value except that prepared meals are subject to the \$35.00 limit. A campaign contribution is not a gratuity and is not prohibited by this Section.

2. Violation of subparagraph A(1) of this provision is a material breach of this Contract, and Agency shall have the right to debar Contractor from participating at any tier in any Agency contract for a period of up to five (5) years.
3. Contractor shall include a copy of subparagraphs A (1) and A (2) of this provision in any agreement it makes with its subcontractors.

Covenant Contractor covenants that prior to award of this Contract, Contractor has disclosed, any gratuity, as described above, that it, its officers, employees or their immediate families have offered or given to any VCTC officer, employee or their immediate families for any reason including personal non-Business related reasons within the twelve (12) months prior to award of this Contract. Any gratuity offered or given after submission of the initial Certification shall be provided in an amended Certification with the executed Contract and shall be incorporated into the Contract by this reference. Violation of this covenant is a material breach of this Contract.

37. WARRANTY OF AUTHORITY

The person executing this Contract on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Contract on behalf of Contractor and to bind Contractor to the terms, covenants and conditions of this Contract. Both the person executing this Contract on behalf of Contractor and CONTRACTOR understand that VCTC is relying on this representation in entering into this Contract.

38. ENTIRE AGREEMENT

This Contract, including any and all Exhibits, constitutes the entire agreement between VCTC and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Contract or the construction or meaning of any term hereof, this Contract shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year set forth above.

VENTURA COUNTY TRANSPORTATION COMMISSION

By: _____

Martin Erickson, Executive Director

APPROVED AS TO FORM _____

By: _____

Steve Mattas, Legal Counsel

CONTRACTOR

By: _____

Name: _____ Title: _____

By: _____

Name: _____ Title: _____

SAMPLE

Contract Protest Procedures

RESOLUTION 91-05

**A RESOLUTION OF THE VENTURA COUNTY
TRANSPORTATION COMMISSION ADOPTING
CONTRACT PROTEST PROCEDURES**

SECTION I.

**THE VENTURA COUNTY TRANSPORTATION COMMISSION DOES HEREBY
DETERMINE AND FIND AS FOLLOWS:**

- A. The Ventura County Transportation Commission (hereinafter, "VCTC") does from time to time solicit bids from contractors for work and/or proposals for professional services; and
- B.
- C. There is a potential that an Interested Party (as defined in Section II.A, below), may at some time wish to protest the determinations hereinafter set forth as protestable; and
- D. It is in the interest of the health, safety, and general welfare of the residents of Ventura County and potential Interested Parties that the Commission establish procedures for protests to contracts awarded by, and bids or proposals on contracts received by VCTC, as hereinafter set forth:

SECTION II.

**NOW, THEREFORE, THE VENTURA COUNTY TRANSPORTATION COMMISSION
DOES HEREBY RESOLVE AS FOLLOWS:**

A. GENERAL.

- 1. This policy specifies procedures for Interested Parties (as hereinafter defined) protesting the following staff actions:
 - (a) A written notice, by, or on behalf of, the Executive Director denying a bidder's or proposer's request for a change in contract requirement; and

Contract Protest Procedures

- (b) A written recommendation to Ventura County Transportation Commission (“VCTC”) or a decision made by, or on behalf of, the Executive Director to disqualify a proposer, bidder, or subcontractor; and
 - (c) A written recommendation by, or on behalf of, the Executive Director that VCTC award a contract to a particular bidder or proposer.
2. This policy does not govern any VCTC staff decision not listed in this Section II.A.
 3. When a protest has been properly filed, pursuant to the procedures hereinafter set forth, prior to contract award, the VCTC shall not award the contract prior to deciding the protest. When a protest has been properly filed before the opening of bids, bids shall not be opened prior to the VCTC decision on the protest. When a protest has been filed properly after the contract is awarded, the contract shall not be executed until the protest is resolved by the VCTC.
 4. Materials submitted as a part of the protest resolution process will be available to the public except to the extent that:
 - (a) The information is designated proprietary by the person submitting the information to VCTC. If the person submitting material to VCTC considers that the material contains proprietary material which should be withheld, a statement advising of this fact shall be affixed to the front page of the material submitted and the alleged proprietary information must be specifically identified in the body of the materials wherever it appears.

B. FILING A PROTEST

1. Protests may be filed only by “Interested Parties”. “Interested Parties” are defined as (a) bidders who have responded, and prospective bidders who may respond, to a request for bids, (b) prospective professional services contractors who may respond, and professional service contractors who have responded, to a request for proposals on a VCTC contract and/or a generally funded contract, and (c) subcontractors or suppliers at any tier who have a substantial economic interest in an award, a provision of the specifications, or a bid or proposal submitted to VCTC by a prime contractor, or in the interpretation of the provisions of such documents.

Contract Protest Procedures

2. Protests to a contract requirement must be filed at least ten (10) working days prior to bid opening or the deadline for receiving proposals. Protests to VCTC staff actions must be filed within five (5) working days of receipt by the bidder or proposer from the Executive Director, or a person authorized to act on behalf of the Executive Director, or written notice of the VCTC staff action.
 3. Protests shall be addressed to Ventura County Transportation Commission, 950 County Square Drive, Suite 207, Ventura, California, 93003, or such other address as may appear on the request for proposal for bid solicitation.
 4. Protests shall be in writing and contain a statement of the ground(s) for protest. At least ten (10) copies of the protest shall be submitted by the protestor in the time and manner specified in this section.
 5. The Executive Director, or an authorized person acting on behalf of the Executive Director, shall provide notice, by telephone, telephone facsimile (FAX) or by letter, to all bidders and/or persons who have submitted proposals on the contract which is subject to the protest known to VCTC. Such notice shall state that a protest has been filed with VCTC and identify the name of the protestor. The notice shall be given not more than five (5) working days after receipt of a properly filed protest. The notice shall state that bidders will receive further information relative to the protest only by submitting a written request for further information to the Executive Director.
- C. VCTC PRELIMINARY RESPONSE TO A PROTEST: MEETING WITH STAFF TO ATTEMPT EARLY RESOLUTION OF THE PROTEST**
1. Not more than ten (10) working days after receipt of a properly filed protest, the Executive Director, or a person authorized to act on his or her behalf, shall prepare and distribute to the protestor and to all persons specified in Section B.5, above:
 - (a) A written preliminary response to the protest. This response shall include a brief explanation of the reasons why the protested VCTC staff action is justified; and
 - (b) The time, date and place of the meeting described in Section C.2, below.
 2. The Executive Director and/or appropriate VCTC staff shall meet with the protestor to discuss and attempt to resolve the protest within thirty (30) days of the response required by section C.1(a) above.

Contract Protest Procedures

3. After the meeting required by Section C.2, above the protestor shall within five (5) working days give the Executive Director written notice that either the protest is withdrawn or, alternately, that the protestor requests further consideration of the protest. In the event that the protestor fails to file the notice required by this Section C.3 at the office of the Executive Director within five (5) working days after the meeting, the protest shall be deemed withdrawn.

D. FURTHER INVESTIGATION

1. If a protest is not withdrawn pursuant to Section C.3, above, the Executive Director shall, within thirty (30) days of receipt of the notice from the protestor described in Section C.3, above, further investigate the protest with the assistance of the VCTC staff.
2. The Executive Director may contract third-party consulting services when necessary to investigate a protest. The Executive Director may negotiate with the protestor and other interested parties for the sharing of the cost of such consulting services.
3. As part of the investigation, the Executive Director shall establish a reasonable time within which VCTC, the protestor, and other interested parties shall exchange all documents and arguments relevant to the protest; provided, however, that such time shall not exceed thirty (30) days without the concurrence of the protestor and the Executive Director.

E. INTENDED DECISION: COMMENTS BY PROTESTOR AND OTHER PARTIES

1. Following investigation, the Executive Director shall, within thirty (30) days, prepare and distribute to the protestor and all persons specified in Section B.5:
 - (a) An intended decision recommending actions which the Executive Director believes the VCTC should take to resolve the protest and specifying the reasons for the recommended action of the VCTC.
 - (b) A statement of the date within which the protestor and other persons must submit written comments with respect to the intended decision. Such date shall allow a reasonable period for rebuttal and shall vary according to the complexity of the particular protest;

Contract Protest Procedures

- (c) Give written notice to all Interested Parties of the time, date, and place of the VCTC meeting at which the protest will be considered.
2. The following materials shall be included in the agenda package sent to VCTC members prior to the VCTC meeting and shall be available to any person at the VCTC office at least five (5) working days before the hearing:
- (a) The intended decision described in Section E.1(a), above.
 - (b) All written comments received within the submittal period described in Section E.1(b), above.
 - (c) If the Executive Director has revised his/her intended decision since its distribution pursuant to Section E.2(a), above, a written description of the new intended decision and the reasons for revision.

F. VCTC CONSIDERATION

- 1. At the hearing, VCTC staff and any person may present evidence relating to the protest. At the beginning of the hearing, the Chair of the VCTC may announce time limits on testimony and other procedural rules which, in the opinion of the Chair, are reasonably necessary to preclude repetitious or irrelevant testimony and afford all persons wishing to testify the opportunity to be heard.
- 2. In rendering its decision on the protest:
 - (a) VCTC may adopted or amend the intended decision and findings of fact prepared by the Executive Director and Staff; or
 - (b) Make findings and adopt a decision different from the findings and intended decision of the Executive Director; or
 - (c) Elect to defer its decision and direct VCTC staff
 - (d) To Further investigate the protest; or
 - (e) Hire an impartial hearing officer to conduct a hearing and prepare a written recommended decision, including findings of fact, to be returned to

Contract Protest Procedures

VCTC for a decision which shall be made pursuant to the procedures outlined in this Section.

ATTACHMENT F – CLIENT REFERENCES

Proposer certifies that the following references for contracted services provided to other clients over the past seven (7) years. A minimum of three (3) references are required. It shall be the responsibility of the proposer to ensure that contact information is accurate and updated.

Agency+Project	Contact Name	Contact Title	Contact Phone	Contact Email

Name and Title of the Proposer’s Authorized Official

Signature of the Proposer’s Authorized Official

Company Name

Date

ATTACHMENT G – ACKNOWLEDGEMENT OF ADDENDA

The following form shall be completed and included in the technical proposal.

Failure to acknowledge receipt of all addenda may cause the proposal to be deemed non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

The undersigned Proposer acknowledges receipt of the following addendum to the documents:

Addenda	Date
Addendum No.	
Addendum No.	
Addendum No.	
Addendum No.	
Addendum No.	

Name and Title of the Proposer's Authorized Official

Signature of the Proposer's Authorized Official

Company Name

Date

SUBCONTRACTORS LIST

If additional space is needed, supply information on separate form.

Company name:

Address:

City/State/Zip:

Telephone:

Email Address:

Company name:

Address:

City/State/Zip:

Telephone:

Email Address:

Company name:

Address:

City/State/Zip:

Telephone:

Email Address:

Color Coding

New / No Eligibility Yet	Eligible for service
Ineligible	Inactive
Recertification	Expired

