

REQUEST FOR PROPOSALS

Support Services to the Ventura County SAFE Motorist Aid System



Date of Issue: April 15, 2020

Proposal Due Date: May 13, 2020

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I. INTRODUCTION

The Ventura County Service Authority for Freeway Emergencies (SAFE) was formed pursuant to Section 2550 et seq. of the California Streets and Highway Code for the purpose of implementing, maintaining and operating a motorist aid system of call boxes on freeways and state highways in Ventura County.

II. BACKGROUND

SAFE staffs and manages the Ventura County highway call box program. The boxes provide motorists in need with a direct link to the California Highway Patrol. The program is financed by an annual \$1 charge on all registered vehicles in Ventura County. The SAFE Call Box Program provides a system of approximately 428 call boxes on freeways and state routes. These call boxes allow motorists to request roadway assistance.

SAFE has a diverse system of call boxes installed on various Caltrans-owned infrastructures. The call boxes are solar powered and have aluminum housings. All call boxes are digital cellular. All call boxes have TTY keyboards and screens.

SAFE is also in the process of implementing a new Freeway Service Patrol (FSP) program to provide motorist aid and tow services during peak congestion periods on three (3) sections of U.S. Highway 101 and State Route 118. Service is anticipated to begin in October 2020 upon completion of a tow truck vendor selection process and start-up phase. The selected tow vendor(s) will be expected to carry data collection devices within each truck to collect the raw data that will be used for analysis and reporting.

The purpose of this RFP is to obtain data reporting and support services related to the operation of the Ventura County SAFE Motorist Aid System. The proposed contract is for a period of three years commencing July 1, 2020, with two additional two-year options to extend the contract by SAFE. All tasks are expected to be charged on an hourly “as used” basis, so that SAFE will only pay for services actually rendered.

III. PROJECT SUMMARY AND DESCRIPTION

The contract for support services to the Ventura County SAFE Motorist Aid System will be an agreement between SAFE and the Consultant. SAFE will provide contract administration services. The Consultant will invoice SAFE for services rendered and SAFE will compensate the Consultant for these services as set forth in the agreement. Funding for the Consultant services will be provided by SAFE. The Ventura County Transportation Commission acting as the SAFE Board of Directors will award the contract and the SAFE Executive Director or his designee will review project deliverables.

IV. SCOPE OF WORK/SERVICES & CONTRACT DELIVERABLES

The scope of work is described below. The selected Consultant or consulting team will be expected to perform all technical and other analyses necessary to complete the scope of work. The Consultant will receive general direction from the SAFE Executive Director or his designee. Tasks will include the following:

OPTION A. CALLBOX SYSTEM

A1. Management Information Reports – Call Statistics

Consultant will provide monthly statistical reports of call box system operations for SAFE system managers and policy-makers based on the primary data sources for operational statistics, cellular billing and maintenance databases, in tabular and graphic formats.



The Consultant will maintain and update the SAFE call box database as needed and track any temporary removals required by road construction activities. The following information should be included in monthly statistical reports for call box operations:

- Call Box calls to Dispatch by call type
- Average number of calls per Call Box
- Call Volume by Dispatch
- Average call length for aid
- Average call delay
- Call Box call volumes
- Calls by watch/shift
- Percent of Active Call Boxes used to call for assistance
- Call Box calls by call type (AAA, CHP, etc.)
- Inactive Call Boxes (Temporarily Removed)
- SAFE Summary of calls for aid by hour
- SAFE Call Box call history
- Calls since January, 2000
- SAFE 25 most used Call Boxes
- Unassigned Call Box phone numbers
- Calls to other/unexpected destinations
- SAFE overall Call Box summary
- SAFE Highway Statistics
- SAFE Preventative Maintenance
- SAFE Call Box repairs
- High or low call volume boxes (maintenance)
- Calls for aid by highway
- SAFE Call Box call breakdown by individual Call Box

It will be the Consultant's responsibility to interface with the SAFE communications provider (currently AT&T), Call Center (currently CHP), and Maintenance Contractor (currently CASE Systems, Inc.) to gather information as necessary for creation of the monthly, quarterly, and annual reports. Over the duration of this contract, it is possible that these providers may change and thus additional interfaces may be required. The costs for all interfaces the Consultant determines are necessary should be considered as included as part of the bid rates and hour estimations.

Deliverables:

Monthly statistical reports on call box system operations, including;

- Call/answer and maintenance statistics and reports as shown above
- As needed updates to the SAFE call box database

Completion dates: On-going/monthly July 1, 2020 – June 30, 2023

A2. Management Support

Consultant will provide management reports and analyses on an as requested basis to SAFE staff. These include, among other items, analyses and reports based upon special database queries beyond those performed for Task 1.

Consultant will prepare a report that includes a quantitative analysis of annual call box usage rates, qualitative assessment of callbox use and contribution to motorist safety and roadway operations, and if warranted, recommendations for call box reductions and removals.



Examples of additional Management Support include procurement assistance, project oversight, field inspections and vendor relations. If requested, Consultant will assist SAFE staff in evaluating which fixed call boxes should be selected for permanent removal, based upon criteria that will be jointly developed.

Deliverables:

- Report containing quantitative and qualitative assessment of annual Call box Use
- Additional deliverables to be determined from the scope of work defined for each management support project.

Completion dates: On-going/as needed July 1, 2020 – June 30, 2023

A3. Knockdown Collections

Assist Ventura County SAFE in recovery of funds for the repair and replacement of call boxes that have been knocked down, i.e. knockdown funds. The consultant will be responsible for delivering knockdown work orders from the maintenance contractor, as well as all available CHP accident reports, to Ventura County SAFE. The consultant will work to maximize receipt of accident reports, and arrange if possible for them to be delivered directly to the contractor for processing.

Consultant's responsibilities will include:

- All communications with the responsible parties and their insurance companies. Up to three letters will be written requesting payment per knockdown.
- Forward all funds collected to Ventura County SAFE for deposit by SAFE.
- If no response is received after the third letter, the matter will be transferred to the Ventura County SAFE. [Note: no fee will be collected on matters referred to the Ventura County SAFE.]
- Consultant will provide SAFE staff with a monthly knockdown fund status report as part of the monthly invoice.

Contractor work under Task 3 will be performed on a 25% of amounts collected basis.

Deliverables: Monthly knockdown fund status reports and invoices.

Completion dates: On-going/as needed July 1, 2020 – June 30, 2023

OPTION B. FREEWAY SERVICE PATROL

B1. Management Information Reports – Freeway Service Patrol

Consultant will provide monthly statistical reports of Freeway Service Patrol (FSP) operations for SAFE system managers and policy-makers based on the primary data sources for operational statistics, TECHNOLOGY AND TOW COMPANY REPORTS, in tabular and graphic formats.

Consultant will collect and organize program data and assist FSP Program Managers to ensure data integrity and fleet management, including end-of-shift or live data gathering from tow truck operators.

Consultant will prepare a monitoring plan to actively monitor tow truck operations, including methods to monitor AVL/GPS system and alert operators and Program Managers to ensure trucks are roving as required for the program. Consultant will collect data required for submittal to the State of California per the FSP Program guidelines.



In addition, see below for a listing of the information to be included in monthly statistical reports for the FSP operations:

- Total motorist aid responses by type (non-tow assists, tow service, etc.)
- Average number of motorist aid responses per FSP Beat and per Shift
- FSP Assists per Truck
- Motorist aid responses by location (heat map)
- Average response time to CHP dispatch calls
- Average mobilization time per disablement
- Pre-operation shift inspection log completion rates
- Primary and Backup Tow Truck Availability, In-Service, and Beat Location
- Number of certified FSP Tow Truck Drivers
- Liability Release and Damage Release Form Completion Rates
- Monthly and Annual Service Hours per Beat
- Damage Complaints Received

Deliverables: Monthly statistical reports on FSP program operations, including;

- FSP operational statistics and reports, as shown above
- As needed updates to the SAFE Project Manager

Completion dates: On-going/as needed October 1, 2020 – June 30, 2023

Overall Completion Schedule:

All Tasks will be ongoing throughout the three-year period of the contract, plus any extensions thereof.

SAFE Budget for three-year period for both options A and B (combined): NOT TO EXCEED \$200,000

V. CONTACT PERSONS

Amanda Fagan
 Director of Planning and Policy
 Ventura County Transportation Commission
 950 County Square Drive, Ste. 207
 Ventura, CA 93003
 805-642-1591, x 103
afagan@goventura.org

VI. PROJECT TIMETABLE

Date	Planned Schedule
Wednesday, April 15, 2020	Issue Request for Proposals
Wednesday, May 13, 2020 @ 3:00 PM	Closing date and time for receipt of proposals
Thursday, May 28, 2020	Contract award, execute contract
Wednesday, July 1, 2020	Start of Project/Begin Work



Proposals must be received by SAFE, in both hard copy and electronic form as further described below, **no later than 3:00 PM on Wednesday, May 13, 2020**. Where mail delivery is used, the Proposer should mail the proposal early enough to provide for arrival by this deadline. Proposer uses mail or courier service at their own risk. SAFE will not be liable or responsible for any late delivery of proposals. Proposers shall submit one originally signed proposal and 2 copies in a sealed envelope or package clearly marked **“Support Services to the Ventura County SAFE Motorist Aid System.”** The Proposal must also be submitted in electronic version, including all attachments, via e-mail to the Project Manager, as further specified in Section IX below.

By submitting a proposal, the Proposer certifies that his or her name or the Consultant firm’s name, as well as the name of Proposer sub Consultants, does not appear on the Comptroller General’s list of ineligible Consultants for federally assisted projects.

VIII. GENERAL CONDITIONS

A. Limitations

This request for proposal (RFP) does not commit SAFE to award a contract, to pay any costs incurred in the preparation of proposals in response to this request, or to procure or contract for services or supplies. SAFE expressly reserves the right to reject any and all proposals or to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any Proposer and of the suitability of the materials and/or services to be rendered. SAFE reserves the right to withdraw this RFP at any time without prior notice. Further, SAFE reserves the right to modify the RFP schedule described above.

Until award of a contract, the proposals shall be held in confidence and shall not be available for public review. No proposal shall be returned after the date and time set for the opening thereof. All proposals become the property of SAFE. Upon award of a contract to the successful Proposer, all proposals shall be public records.

B. Award

SAFE may ask RFP finalists to present oral briefings of their proposals using remote video conference software, such as Zoom. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. SAFE also reserves the right to award the contract without oral briefings or discussion, based upon the initial written proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint.

C. RFP Addenda

Any changes to the RFP requirements will be made by written addenda issued by SAFE and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation.

D. Verbal Agreement or Conversation

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

E. Pre-contractual Expense

Pre-contractual expenses include any expenses incurred by proposers and selected Consultant in:



1. Preparing proposals in response to this RFP
2. Submitting proposals to SAFE
3. Negotiations with SAFE on any matter related to proposals
4. Other expenses incurred by a Consultant or Proposer prior to the date of award of any agreement.

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

F. Signature

The proposal will also provide the following information: name, title, address and telephone number of individual with authority to bind the Consultant or Consultant firm and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the Consultant or consulting firm and shall contain a statement to the effect that the proposal is a firm offer for at least a sixty (60) day period. Execution of the contract is expected by June 12, 2020.

G. Contract Arrangements

The successful Consultant is expected to execute an agreement similar to SAFE's Standard Agreement. A copy of SAFE's Standard Agreement is attached as Appendix A. Submission of a proposal indicates that the proposer has reviewed the draft agreement and insurance requirements, and accepts the conditions stated in the agreement, unless an objection is stated in the proposal.

Consultants and Consultant firms submitting proposals in response to this RFP must disclose to SAFE any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for Consultant services to be awarded pursuant to this RFP.

If the Consultant or firm has no conflict of interest, a statement to that effect shall be included in the proposal.

H. Protest Requirements and Procedure

1. Standing to Protest - Protests shall be filed only by a Proposer, that is, an entity that has submitted a timely Proposal in response to this RFP.
2. Grounds for Protest - Protests shall be based only upon one or both of the following grounds:
 - a. SAFE failed to follow the procedures and adhere to requirements set forth in this RFP or any addendum thereto.
 - b. The Protestor alleges misconduct or impropriety by SAFE officials or evaluation team members.
3. Time for Filing a Protest
 - a. A protest shall be received no later than three (3) days following notice that Proposer has not been selected.
4. Required Form of Protest
 - a. All protests shall be made in writing, containing the information listed below, and shall be filed with Ms. Fagan. Protests shall contain the following information:
 - i. The name, address, and telephone and facsimile numbers of the Protestor;
 - ii. The signature of the Protestor or its representative;



- iii. Identification of the ground or grounds of protest set forth above in Section 2, "Grounds for Protest," with supporting facts and documentation;
 - iv. All information establishing that the Protestor is a Proposer for the purpose of filing a protest
 - v. The form of relief requested.
- b. Protest submissions should be concise and logically arranged, but no formal briefs or other technical forms of pleading or motion are required. Supporting documentation may include, but is not limited to, the RFP and any addenda, correspondence, and declarations.
5. Summary Dismissal of Protest - The Executive Director may summarily dismiss a protest, or specific protest allegations, at any time that the Executive Director determines that the protest raises issues beyond the scope of this protest procedure as set forth above in Section 2, "Grounds for Protest;" is untimely, frivolous, or without merit; is not submitted in the required form of protest, as set forth above in Section 4, "Required Form of Protest;" or is submitted by a non-Proposer. In such cases, a notice of summary dismissal will be furnished to the Proposers. The decision shall be final with no provision for reconsideration or further protest.
 6. Decision by the Executive Director Based on Written Submissions Only - In reaching a decision on the merits of a protest, the Executive Director may consider relevant documentation submitted by the Protestor. If the Executive Director wishes to have additional information submitted by the Protestor that was not included in the protest or documentation from other Proposers, the Executive Director will make a request specifying the information sought and time for submittal. Submissions of additional information that have not been specifically requested by the Executive Director will not be considered. The Executive Director will not conduct a "hearing" nor consider oral testimony. The Executive Director will issue a written decision containing the basis of the decision within 3 working days after a protest has been filed with the Executive Director; however, the time for decision may be extended by the Executive Director. If the Executive Director requests additional documentation from the Protestor or other Proposers, an additional 3 working days will automatically be added to the time for decision. A copy of the decision will be furnished to Proposers. The decision shall be final with no provision for reconsideration or further protest.
 7. Scope of Decision - The scope of the Executive Director's decision shall be limited to whether one or more of the two grounds for protest set forth above in Section 2, "Grounds for Protest," was sustained or denied.
 8. Protest Remedies - If the Executive Director sustains a protest in whole or in part, the Executive Director shall have the sole discretion to determine an appropriate remedy.
 9. Effect on Contracts - The failure of a SAFE official or evaluation team member to comply with the provisions stated in this RFP shall in no way affect the validity of any contract entered into by the SAFE.

IX. PROPOSAL CONTENT AND ORGANIZATION

Proposals should be limited to specific discussion of the elements outlined in this RFP. The intent of this RFP is to encourage responses which meet the stated requirements, and which propose the best methods to accomplish the work within the stated budget.

The organization of the proposal should follow the general outline below. Each proposal should consist of a technical proposal (items 1-7 below) and a cost proposal (item 8). Proposals shall not exceed fifteen (15) single-spaced one-sided 8.5" x 11" pages, not counting any examples of work or resumes. **Proposals must be submitted in both hard copy and electronic form to Amanda Fagan, 950 County Square Drive, Ste. 207, Ventura, CA 93003, afagan@goventura.org** no later than the closing date and time and with the proper number of copies, all as specified in Section VII above. The electronic form shall be a PDF version of the fully signed Proposal and shall be e-mailed to Ms. Fagan, the Project Manager.



1. Transmittal Letter

The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the Consultant or consulting firm, and who may be contacted during the period of proposal evaluation. Only one transmittal letter need be prepared to accompany all copies of the technical and cost proposals.

2. Table of Contents

The Table of Contents shall include a listing of the major sections in the proposal and the associated page numbers.

3. Introduction

In this section, the Proposer should demonstrate an adequate understanding of the role and relationships of SAFE, its vendors, its partner agencies and its data management and reporting needs.

4. Technical Approach

This should include a detailed explanation of the Consultant's proposed course of action to effectively perform the tasking in the Scope of Work stated above. References should be made to RFP requirements and the Consultant's plans for meeting those requirements, including the specific steps the Consultant will take to complete and provide project deliverables. If the Consultant proposes major changes to the RFP approach, those changes should be specified clearly. The Consultant should specify its technical approach, especially data elements to be sampled, staff to be interviewed, and documents to be reviewed, etc. The Proposer shall also discuss any concerns concerning the proposed project schedule and the deliverables to be produced.

5. Project Management

The Proposer must prepare an explanation of the project management system and practices to be used to assure that the project is completed within the scheduled time frame and that the quality of the required products will meet SAFE's requirements.

6. Consultant and Subconsultant Staff

The proposal must describe the relevant qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team. A project manager must be designated, and an organizational chart showing the manager and all project staff must be included. Up to three samples of the Consultant's statistical reports on closely related projects must be included with the proposal. If a subconsultant will be used, the Proposer must include a letter from the subconsultant committing to perform at least the work shown for subconsultant professional in the above-described matrix.

7. Consultant Minimum Qualifications and References

The Ventura County SAFE has developed a set of minimum qualifications that are considered essential to successfully support the call box and FSP programs. At a minimum, Proposers must convey significant experience and demonstrated skills relevant to each of the minimum qualifications below, either through the prime or a proposed subconsultant:

- The firm must have at least four (4) years of experience in Management Information Systems (MIS) for storing and processing various types of data. Sources may include monthly data obtained from cellular service billing files, as well as information from the call box maintenance vendor. Sources may also include FSP programs and operators.



- The firm must have four (4) years of experience developing management reports that translate complex data into simple, easy-to-read formats for public presentation. Proposers must provide three (3) example reports prepared by the Proposer in the past four (4) years that are of similar quality, clarity and complexity as the currently-used report, available for review as discussed below at <https://www.goventura.org/work-with-vctc/contracts/>.

- The firm must have at least four (4) years of experience performing collections of a similar nature to call box knockdowns and/or FSP management information reporting.

The proposal must describe the nature and outcome of projects previously conducted by the Consultant which are related to the work described within the RFP. Descriptions should include client contact names, address, phone numbers, descriptions of the type of work performed, approximate dates on which the work was completed, and professional staff who performed the work. If a subconsultant is proposed, up to three similar qualifications and references should be provided for the subconsultant.

8. **Cost Proposal**

The cost proposal shall describe both the total and the detailed price for which the Consultant will commit to complete the total scope of work and end products. The cost proposal shall include the amounts for the initial three-year contract term, and for the two one-year options to extend. A matrix must be presented indicating the effort, either in percentage of the total project or in person-hours, which will be contributed by each professional, during each phase or task making up the project. The cost proposal detail shall describe estimated costs (only the total amount is a binding offer) for each professional's time, for the completion of each proposed task, for travel and per-diem (if applicable), and for materials and supplies (if applicable). Failure to provide adequate cost data will result in the proposal rejection as unresponsive.

X. PROPOSAL EVALUATION AND SELECTION

A proposal review panel made up of members of Ventura County SAFE staff will evaluate the proposals. Proposers may be telephoned and asked for further information, if necessary, and may be expected to participate in remote oral interviews using teleconference software, such as Zoom. Previous clients may also be called. The panel will make recommendations to the VCTC Executive Director, acting in the capacity of the Ventura County SAFE Executive Director, on the basis of the proposal, oral interview (if done), and reference check. SAFE reserves the right to select a Consultant based solely on written proposals and not hold oral interviews.

Upon receipt of the proposals, a technical evaluation will be performed. Each of the major sections of the proposal will be reviewed and evaluated with criteria designed to help judge the quality of the proposal. Evaluation criteria will include the following:

A. **Review for General Responsiveness**

The Project Manager will conduct an initial review of the proposals for general responsiveness and satisfaction of the minimum qualifications listed in Section II. Any proposal that fails to meet the minimum qualifications or does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive. The proposal should **specify whether the proposer includes either or both OPTION A (Call Box Program) and OPTION B (FSP Program)**.

B. **Evaluation Factors**

Responsive proposals will be evaluated by a panel of staff representatives from VENTURA SAFE, partner agencies or other persons appointed by VENTURA SAFE, based on the following evaluation factors and their listed weight factors:

1. Qualifications and Experience of Firm/Personnel (40% of evaluation score)
 - History of firm completing other similar MIS contracts successfully



- Experience of key personnel and appropriateness of personnel assigned to work relative to their experience
 - Responses from References
2. Work plan (35% of evaluation score)
- Understanding of the project requirements
 - Reasonableness of proposed work plan, including resource allocation in terms of hours worked and appropriateness of personnel to assigned tasks
 - Likelihood that specified approach will result in completing the required tasks successfully and efficiently
 - The relative allocation of resources, in terms of quality and quantity, to key tasks including the time and skills of personnel assigned to the tasks and Consultant's approach to managing resources and project output.
3. Cost Effectiveness (25% of evaluation score)
- Hourly rate, relative to assignments
 - Quality of personnel relative to their hourly rates
 - Proposed contract price as included in *Appendix C*, Price Proposal Form in comparison to the contract budget in *Appendix B*, Payment Schedule and Project Budget.

Following the initial evaluation, SAFE may elect to recommend award to a particular Proposer, with or without interviews, or may conduct interviews with a short list of Proposers including demonstrations, consisting of those Proposers reasonably likely, in the opinion of the panel, to be awarded the agreement.

XI. PAYMENT SCHEDULE

The Consultant will be paid in arrears, based upon the payment schedule agreed to in the contract. The Consultant should forward a copy of all invoices for payment for work performed and associated expenses by the 15th day of the following month. At SAFE's discretion, SAFE may withhold ten percent (10%) of the payments until the successful completion of the project and the delivery and acceptance of all final products.

AGREEMENT BETWEEN
VENTURA COUNTY TRANSPORTATION COMMISSION
AND
'INSERT CONSULTANT NAME'
PROFESSIONAL AND SUPPORT SERVICES
FOR THE VENTURA COUNTY MOTORIST AID SYSTEM
(CALLBOX AND FREEWAY SERVICE PATROL)
(Fiscal Year 2020/2021 – Fiscal Year 2022/2023)

This Agreement is by and between the Ventura County Transportation Commission, hereinafter referred to as VCTC, acting in its capacity as the Service Authority for Freeway Emergencies, (hereinafter referred to as SAFE), and (Consultant name and address), hereinafter referred to as CONSULTANT, to provide professional services to monitor the motorist aid call box system (Call Box System) and Freeway Service Patrol (FSP) on freeways, highways and other locations within the boundaries of Ventura County, as detailed in the Scope of Work and Project Proposal attached to this agreement.

RECITALS:

WHEREAS, SAFE requires CONSULTANT's services to monitor the motorist aid call box system ("Call Box System") on freeways, highways and other locations within the boundaries of Ventura County; and

WHEREAS, said services cannot be performed by the regular employees of SAFE; and

WHEREAS, CONSULTANT has demonstrated and warrants that it has the necessary experience, expertise and personnel to perform such services; and

WHEREAS, performing the services for SAFE, by CONSULTANT is authorized by the provisions of section 2554 of the Streets and Highway Code and section 22002, subd. (d) of the Public Contract Code of the State of California;

NOW, THEREFORE, it is mutually understood and agreed by SAFE and CONSULTANT as follows:

1. STATEMENT OF AGREEMENT

VENTURA COUNTY SAFE hereby engages CONSULTANT, and CONSULTANT hereby accepts such engagement, to provide professional services to monitor the motorist aid call box system and Freeway Service Patrol. Contractor shall perform those services on the terms and conditions herein described, as set forth in Attachment 1 Scope of Work, to this agreement. Contractor hereby affirms that it has the professional qualifications, experience, and facilities to perform said services and hereby agrees to undertake and complete the performance thereof.

2. SAFE DESIGNEE

The SAFE Executive Director, or his designee, shall act for and exercise any of the rights of SAFE as set forth in this Agreement.

3. STATEMENT OF WORK

CONSULTANT shall perform the work necessary to monitor the Call Box System in a manner satisfactory to SAFE as set forth in Attachment A, entitled "Scope of Work," attached to and, by this reference, incorporated in and made a part of this Agreement and as described in Attachment B Proposal for Support Services dated _____, 2020.

In the event of a conflict between any specific provision of this Agreement and any provision of Attachment A or Attachment B, the provisions of this Agreement shall prevail. In the event of any conflict between any provisions of Attachment A and Attachment B, the provisions of Attachment A shall prevail over conflicting provisions of Attachment B. All work by the CONSULTANT shall be performed in a good and workmanlike manner.

4. TERM OF AGREEMENT

This Agreement shall commence upon July 1, 2020 and shall continue in full force and effect through June 30, 2023, unless earlier terminated as provided in this Agreement. In addition, SAFE shall have the option of extending this Agreement on the same terms for two additional two (2) years terms, to and including June 30, 2027, upon not less than thirty (30) days prior written notice to CONSULTANT.

5. CHANGES IN THE WORK

The SAFE may, at any time, by written order to CONSULTANT make changes within the general Scope of Work, including but not limited to revising or adding to work or deleting portions thereof. Upon receipt of such notice of change to the Scope of Work, CONSULTANT shall immediately take all necessary steps to comply therewith and to minimize the incurrence of cost allocable to work eliminated or suspended.

6. COMPENSATION

6.1 - The total compensation payable to CONSULTANT, by SAFE, for the above stated services shall be in accordance with Table 1 below and as described in Contractor's proposal, Attachment B to the is agreement. The SAFE shall not be obligated to pay CONSULTANT for any costs incurred in excess of this amount.

Table 1	
Year 1	\$
Year 2	\$
Year 3	\$
Total	\$

6.2 – CONSULTANT will bill SAFE monthly for reasonable expenses incurred during the month. SAFE will pay CONSULTANT within thirty (30) days of receipt of invoice and monthly progress report. Each invoice shall be supported by an itemized statement of costs claimed to have been incurred by CONSULTANT in the performance of the Agreement during the period covered by such invoice.

6.3 - CONSULTANT will be paid 25% of amounts collected by the Consultant or due to the Consultant's efforts for knockdowns. No fee will be paid if CONSULTANT is unable to collect the knockdowns and the matter is returned to SAFE.

7. PROGRESS AND COMPLETION

CONSULTANT shall commence upon July 1, 2020 upon written authorization of the SAFE to proceed. In addition, SAFE shall have the option of extending this Agreement on the same terms

and conditions for two additional two (2) years periods, to and including June 30, 2027, upon not less than thirty (30) days prior written notice to CONSULTANT. CONSULTANT will provide to SAFE monthly progress reports, which include a summary of the work completed for each task during the billing period.

8. KEY PERSONNEL

The Project Manager for the project shall be Mr. / Ms. _____, with support from Mr. / Ms. _____. These individuals are considered essential to the work being performed under this Agreement; substitution for these individuals will not be made without the prior written consent of the SAFE.

9. ASSIGNMENT AND SUBCONTRACTING

9.1 - This Agreement is for professional services and CONSULTANT may not assign its rights under this Agreement nor delegate the performance of its duties without the SAFE's prior written consent.

9.2 - CONSULTANT shall complete all professional services under this Agreement and as set forth in Attachment A. CONSULTANT may assign duties to another subcontractor upon prior written consent of the SAFE. Any assignment or delegation without SAFE's prior written consent shall be void.

10. CHANGES

10.1 - By written notice or order, SAFE may, from time to time, order work suspension or make changes in the general scope of this Agreement in any one or more of the following:

1. Description of services to be performed.
2. Time of performance (i.e. hours of the day, days of the week, etc.).
3. Place of performance of the services.
4. Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for SAFE in accordance with the drawings, designs, or specifications.
5. Method of shipment or packing of supplies.
6. Place of delivery.

10.2 - If any such change causes an increase or decrease in the maximum obligation, or in the time required for performance of any part of the work under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of this Agreement, SAFE may, in its reasonable discretion, make an equitable adjustment in the (1) maximum cumulative payment obligation, (2) delivery schedule, and (3) other affected terms.

10.3 - CONSULTANT shall promptly notify SAFE of any monetary adjustment required by the paragraph above and assert its claim for adjustment within thirty (30) days after receipt of the written order.

11. BREACHES AND DISPUTE RESOLUTION PROCEDURE

11.1 - DISPUTES. Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of SAFE. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CONSULTANT mails or otherwise furnishes a written appeal to SAFE. In connection with any such appeal, the parties shall agree to mediate or arbitrate the dispute using

JAMS/Endispute or such other entity or person agreed upon by the parties and by following such entity's rules and procedures before filing an action in any court of law.

11.2 - PERFORMANCE DURING DISPUTE. Unless otherwise directed by SAFE, CONSULTANT shall continue performance under this Agreement while matters in dispute are being resolved.

11.3 - CLAIMS FOR DAMAGES. Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

11.4 - RIGHTS AND REMEDIES. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by SAFE or CONSULTANT shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Nothing in this Article shall be construed to preclude the party who failed to prevail in mediation or arbitration from filing a civil action for resolution of the controversy, dispute, or claim; provided however, that no civil action shall be filed prior to conclusion of the mediation conducted as set forth above.

12. RELATIONSHIP OF THE PARTIES

Both parties to this agreement agree that the relationship of the parties shall be that CONSULTANT is an independent CONSULTANT and shall represent the will of SAFE only as to the results of the subject matter of this contract, and not as to the manner in which the services herein are performed, except as provided in Attachment A. CONSULTANT shall have complete control and responsibility over the details and performance of the services herein required to complete the agreement, and in no event shall CONSULTANT be considered an officer, agent, servant or employee of SAFE.

13. INSURANCE

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

13.1 MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

13.2 Other Insurance Provisions

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

a. Additional Insured Status

Ventura County SAFE, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

b. Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects Ventura County SAFE, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Ventura County SAFE, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days notice to Ventura County SAFE.

d. Waiver of Subrogation

CONSULTANT hereby grants to Ventura County SAFE a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the SAFE by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SAFE has received a waiver of subrogation endorsement from the insurer.

e. Self-Insured Retentions

Self-insured retentions must be declared to and approved by Ventura County SAFE. Ventura County SAFE may require the CONSULTANT to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Further, if the CONSULTANT's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability.

f. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to SAFE.

g. Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of work.

h. Verification of Coverage

CONSULTANT shall furnish Ventura County SAFE with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Ventura County SAFE before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. Ventura County SAFE reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

i. Subcontractors

CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and CONSULTANT shall ensure that Ventura County SAFE is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 and CG 20 40.

j. Special Risks or Circumstances

Ventura County SAFE reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

14. TERMINATION

14.1 - SAFE may terminate this Agreement, in whole or in part, for convenience at any time by written notice to CONTRACTOR. Upon receipt of notice of termination, CONTRACTOR shall stop work under this Agreement immediately, to the extent provided in the notice of termination, and shall promptly submit its termination claim to the Executive Director for work performed up to the time of termination, CONTRACTOR shall be paid: (i) the full price for completed and approved sites under Task A through D and Administrative Tasks, as well as Task F, (ii) for hours worked and costs incurred under Task E for costs incurred for Special Projects, as well as reasonable termination costs, up to the maximum amount payable under this Agreement. CONTRACTOR shall take all reasonable steps to minimize termination costs. If CONTRACTOR has any property in its possession belonging to SAFE, CONTRACTOR will account for the same, and dispose of it in the manner SAFE directs.

14.2 - If CONTRACTOR becomes insolvent, assigns or subcontracts the work without SAFE's prior approval, does not deliver the work specified in this Agreement or fails to perform in the manner called for, or fails to comply with any other material provision of this Agreement, SAFE may terminate this Agreement for default. Termination shall be effected by serving a ten (10) day advance written notice of termination on CONTRACTOR, setting forth the manner in which CONTRACTOR is in default. If CONTRACTOR does not cure the breach or propose a plan and schedule for curing the breach acceptable to SAFE within the ten (10) day period, SAFE may terminate this Agreement. SAFE shall pay the CONTRACTOR for completed work as described above, except that (i) in no event shall SAFE be required to compensate the CONTRACTOR for defaulted work, and (ii) any amounts paid shall be offset by any costs incurred by SAFE to correct or complete work required under this agreement, including the difference between

CONTRACTOR's price for this agreement and any higher price paid to another contractor retained to complete the work.

15. INDEMNIFICATION

15.1 - The parties intend for each party to bear responsibility for its acts and omissions in relation to this Agreement. Accordingly, CONSULTANT and SAFE each hereby agree to indemnify and hold the other party and its respective commissioners, directors, officers, agents, and employees harmless from any and all claims, demands, suits, loss, damages, injury, and/or liability, direct or indirect (including any and all costs and expenses in connect therewith), incurred by reason of any act or failure to act on the part of the indemnifying party or its respective commissioners, directors, officers, agents, employees and/or subconsultants under or in connection with this Agreement.

15.2 - If either party to this Agreement claims a right to be indemnified pursuant to this Article 15, it shall send written notice to the indemnifying party as promptly as practicable, but in any event within 10 days of such indemnified party's becoming aware of such claim. Upon receipt of such request, the indemnifying party shall assume the cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against the indemnified party, its commissioners, directors, officers, agents, and/or employees, arising out of such act or failure to act. Failure of the indemnified party to so notify the indemnifying party will not relieve the indemnifying party from any liability arising under this Article 15 unless the failure to so notify the indemnifying party materially prejudices the indemnified party's ability to assert defenses or counterclaims available to it.

16. ASSIGNMENTS AND SUBCONTRACTING

16.1 - Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONSULTANT either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONSULTANT, without the prior written consent of SAFE. Consent by SAFE shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all terms and conditions of this Agreement.

16.2 - CONSULTANT shall include in any subcontract agreements the stipulation that the sub-CONSULTANTS shall maintain adequate insurance coverage consistent with Article 8 Insurance coverage requirements at a minimum.

17. AUDIT AND INSPECTION OF RECORDS

After receipt of reasonable notice and during the regular business hours of CONSULTANT, CONSULTANT shall provide SAFE, or agents of SAFE, such access to CONSULTANT's books, records, payroll documents and facilities as SAFE deems necessary to examine, audit and inspect all accounting books, records, work data, documents and activities directly related hereto. SAFE shall utilize the services of an outside Certified Public Accounting firm to review CONSULTANT's cost data. CONSULTANT shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONSULTANT's performance hereunder and for a period of three (3) years from the date of final payment by SAFE hereunder.

18. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT warrants that in the performance of this Agreement, it shall comply with all applicable federal, state and local laws, regulations, and all orders and rules promulgated thereunder.

19. EQUAL EMPLOYMENT OPPORTUNITY

In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

20. PROHIBITED INTERESTS

CONSULTANT covenants that, for the term of this Agreement, no director, member, officer or employee of SAFE during his/her tenure in office or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

21. 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 property of SAFE. Copies may be made for CONSULTANT's records but shall not be furnished to others without written authorization from SAFE. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by SAFE.

22. PATENT AND COPYRIGHT INFRINGEMENT

21.1 - In lieu of any other warranty by SAFE or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against SAFE on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given SAFE, information and assistance at CONSULTANT's expense for the defense of same. However, CONSULTANT will not indemnify SAFE if the suit or claim results from: (i) SAFE's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; (ii) the use of a deliverable in combination with other material not provided by CONSULTANT when such use in combination infringes upon an existing U.S. letters patent or copyright; or (iii) the operation of the call box system in a manner other than as contemplated by this Agreement.

21.2 - CONSULTANT shall have sole control, in consultation with SAFE, over the defense of any such claim or suit and all negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify SAFE under any settlement made without CONSULTANT's consent or in the event SAFE fails to cooperate in the defense of any suit or claim, provided, however, that said defense shall be at CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONSULTANT, at no expense to SAFE, shall obtain for SAFE the right to use and sell said item, or shall substitute an equivalent item acceptable to SAFE and extend this patent and copyright indemnity thereto.

23. GRANT OF LICENSE

SAFE acknowledges that all intellectual property and proprietary rights of any type whatsoever, including without limitation all patent rights, copyright rights, trade secrets and/or know-how, contained in or used by any hardware, software, and firmware provided to SAFE hereunder or used or developed by CONSULTANT to provide services to SAFE under this Agreement (collectively the

“CONSULTANT Proprietary Rights”) belong solely and exclusively to CONSULTANT. Nothing contained in this Agreement shall be construed to convey any rights or proprietary interest in CONSULTANT’S Proprietary Rights to SAFE, except as specifically granted herein. CONSULTANT hereby grants to SAFE a non-exclusive, non-transferable, royalty free license to use the software provided by CONSULTANT in CONSULTANT’s performance of its obligations hereunder for the term of this Agreement.

24. FORCE MAJEURE

24.1 - Any event beyond the control of CONSULTANT and not due to an act or omission of CONSULTANT that materially and adversely affects CONSULTANT’s obligations and which event (or the effects of which event) could not have been avoided by due diligence and use of reasonable efforts by CONSULTANT shall be deemed a “Force Majeure Event”, including the following:

1. Any earthquake, hurricane, flood or other natural disaster;
2. Any epidemic, blockade, rebellion, war, riot, act of sabotage or civil commotion, disastrous or extensive fire or explosion, or strike;
3. The suspension, termination, interruption, denial or failure to obtain, renew or amend any permit SAFE is responsible for obtaining;
4. Any change in a governmental rule or regulation, or change in the judicial or administrative interpretation of a governmental rule or regulation, or adoption of any new governmental rule or regulation that by its nature imposes additional costs or delays on CONSULTANT and that was not reasonably foreseeable at the Proposal Date; and
5. Any lawsuit seeking to restrain, enjoin, challenge or delay construction of the Project or the granting or renewal of any governmental approval.

24.2 - CONSULTANT shall give notice in writing to SAFE within five (5) days of the date CONSULTANT or its employees or agents became aware, or should have reasonably become aware, that a Force Majeure Event would prevent or delay CONSULTANT’s performance. Such notification shall: (i) describe fully such Force Majeure Event(s) and its effect on performance, (ii) state whether performance under this Agreement is prevented or delayed, and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay.

24.3 - CONSULTANT shall have the burden of proving that a Force Majeure Event(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as SAFE may reasonably request.

24.4 - If it is determined by SAFE that CONSULTANT’s delay or failure to perform resulted from a Force Majeure Event, SAFE, after setting up a new delivery or performance schedule, may allow CONSULTANT to continue work, or treat the failure to perform as a termination for convenience in accordance with Article 14 of this Agreement.

25. ATTORNEY FEES

In the event any dispute results in the use of ADR or the filing of an action in any court of law to enforce any rights under this Agreement, the prevailing party shall be entitled to its reasonable attorneys’ fees and costs, in addition to any other relief granted.

26. NOTICES

All notices to SAFE under this agreement shall be in writing and sent to:

Mr. Darren Kettle
Executive Director
Ventura County SAFE
950 County Square Drive, Suite 207
Ventura, CA 93003

All notices to CONTRACTOR under this agreement shall be in writing and sent to:

Mr. / Mrs. _____
Address _____
City State Zip Code _____

This Agreement shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

CONSULTANT

VENTURA COUNTY SAFE

By: _____

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____

By: _____

General Counsel

Title: _____

**Attachment A
Scope of Work**

**Attachment B
Consultant Proposal**