

Ventura County Transportation Commission

ZERO EMISSION BUS FLEET ROLLOUT PLAN FOR VCTC INTERCITY TRANSIT and VALLEY EXPRESS BUS SERVICE

REQUEST FOR PROPOSALS

RFP No. 2202-90164-ZEB

ISSUING OFFICE:

Ventura County Transportation Commission

Transit Department

751 E. Daily Drive

Suite 420

Camarillo CA 93010

Issued: February 4, 2022

ADVERTISEMENT FOR REQUEST FOR PROPOSALS – FEBRUARY 4, 2022

The Ventura County Transportation Commission, located in Ventura County, California, operates the VCTC Intercity Transit (VCTC), a regional commuter bus service. In addition, the Commission operates under Cooperative Agreement the Valley Express Bus, a public fixed route and on-demand public dial-a-ride/complementary paratransit service serving the Santa Clara River Valley area. In this Request for Proposal the terms “Commission” and “VCTC” are used interchangeably unless the context indicates otherwise. VCTC owns the fleets associated with both services.

VCTC seeks proposals from qualified contractors with requisite experience and service offerings for the preparation of the Ventura County Transportation Commission Zero Emission Bus Fleet Rollout Plan. Contractors may express interest and request consideration by submitting responsive materials to the Ventura County Transportation Commission –Transit Department as set forth in this Request for Proposals (RFP).

Proposal packages may be obtained at the VCTC website at: <https://www.goventura.org/work-with-vctc/contracts/> It is the responsibility of Proposers to check the VCTC website for information and updates related to this RFP. For additional questions or information contact: Aaron Bonfilio, Program Manager, at (805) 642-1591 x 121., and abonfilio@goventura.org.

ALL PROPOSALS MUST BE RECEIVED BY VCTC 4:00 P.M. PACIFIC, ON THURSDAY, MARCH 10, 2022.

NO PROPOSALS WILL BE ACCEPTED AFTER THIS TIME AND DATE. LATE PROPOSALS WILL REMAIN SEALED AND UNOPENED. PROPOSALS WILL NOT BE PUBLICLY OPENED.

Table of Contents

1.	INSTRUCTIONS AND CONDITIONS	6
1.1	Purpose and Schedule	6
1.1.1	Purpose	6
1.1.2	Objectives.....	6
1.1.3	Schedule	7
1.2	The VCTC Intercity and Valley Express Bus Services.....	7
1.2.1	General Description	7
1.2.2	Vehicle Fleet.....	8
1.2.3	Facilities.....	8
1.2.4	Fueling.....	9
1.2.5	Commission and Contractor Relationship	9
1.3	General Scope of Work	9
1.4	RFP Conditions	9
1.4.1	Single Contractor Requirements.....	9
1.4.2	Adherence to Proposal Form	9
1.4.3	Compensation	9
1.4.4	Project Coordination and Key Personnel	9
1.4.5	Qualifications	10
1.4.6	Required Submittal	10
1.4.7	Required Contents	10
1.4.7.3	Project Understanding / Proposer Solution.....	10
1.4.7.4	Organization Information.....	11
1.4.7.5	Background, References, and Similar Projects	11
1.4.7.6	Statement of Qualifications	11
1.4.7.7	Cost Proposal	11
1.4.7.8	Performance Monitoring and Quality Control.....	12
1.4.8	Award.....	13
1.4.9	Pre-Contractual Expenses	13
1.4.10	Verbal Agreement or Conversation	13
1.4.11	Special Funding Considerations	14
1.4.12	Alternatives and Exceptions.....	14
1.4.13	Non-Exclusivity of Contract.....	14

1.4.14	Withdrawal of Proposals.....	14
1.4.15	Issuing Office and Point of Contact.....	14
1.4.16	Agreement	15
1.4.17	Proposal Due Date	15
1.4.18	Restrictions on Communications	15
1.4.19	Submission of Questions and Clarifications.....	15
1.4.20	Pre-Proposal Conference	15
1.4.21	Conflicts or Ambiguities	15
1.4.22	Public Disclosure of Information Contained in Proposals.....	15
1.4.23	Independent Price Determination	16
1.4.24	Revision to the Request for Proposals.....	16
1.4.25	Contractor’s Representation.....	16
1.4.26	VCTC Protest Procedures	16
1.4.27	Proposal Acceptance and Rejection.....	17
1.4.28	Single Proposal.....	17
1.4.29	Governing Law	17
1.4.30	Non-Collusion.....	17
1.4.31	Prohibitive Interests.....	17
1.4.32	Conflict of Interests.....	18
1.4.33	VCTC Reservation of Rights.....	18
1.4.34	Agreement to Terms	19
1.4.35	Disclosure of Ownership.....	19
1.5	Insurance and Indemnification Requirements	19
1.5.1	INSURANCE REQUIREMENTS.	19
1.5.2	INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES.	19
1.6	Selection Criteria.....	20
1.7	Selection Process.....	22
2.1	Project Objectives.....	24
2.2	TASK 1: Project Management and Administration.....	25
2.3	TASK 2: Financial Analysis	26
2.4	TASK 3: Implementation Analysis.....	28
2.5	TASK 4: Zero-Emission Bus Rollout Plan	30
	EXHIBIT A - FORMS.....	32

FORM 1 Cost Proposal Total Form ZEB Rollout Plan..... 33
FORM 2. Addendum Receipt 34
FORM 3 - REFERENCES..... 35
EXHIBIT B - PROTEST PROCEDURES 36
EXHIBIT C - DRAFT AGREEMENT 40

1. INSTRUCTIONS AND CONDITIONS

1.1 Purpose and Schedule

1.1.1 Purpose

Ventura County Transportation Commission (referred as “Commission” or “VCTC” hereinafter), provides VCTC Intercity Transit, a regional commuter bus service, that travels between cities within Ventura County as well as inter-county to Santa Barbara and Los Angeles Counties. In addition VCTC operates the Valley Express bus service, under Cooperative Agreement between the Cities of Santa Paula, Fillmore and the County of Ventura. The service operates both fixed route and on-demand general public dial-a-ride / complementary ADA paratransit. For the purposes of this RFP, the terms VCTC and Commission are used interchangeably. The Commission provides all rolling stock, and Contracts for operation and maintenance of the transit system. The successful Contractor will be responsible for all aspects of preparation of the Ventura County Transportation Commission Zero Emission Bus Fleet Rollout Plan (Project) including, but not limited to: field studies, data collection, surveys, outreach, technical/progress documents, draft documents, and final documents.

1.1.2 Objectives

VCTC seeks to conduct a system-wide analysis comparing its current fleets of buses to zero-emission buses (ZEBs) in response to the California Air Resources Board (CARB) Innovative Clean Transit (ICT) Regulation, which mandates the full conversion of bus fleets to zero-emission by 2040. The study will develop a recommended ZEB mode and provide a Zero Emission Bus Rollout Plan for revenue fleet conversion by 2040 (with associated infrastructure and operating plan), as mandated by CARB. This Plan is required to be adopted by the Ventura County Transportation Commission and submitted to CARB by June 30, 2023. The study findings will support this plan by identifying a comprehensive and sustainable plan for VCTC that complies with the regulation.

The analysis will consider the operational and financial impacts of a full fleet conversion; and examine the difference in the capital and operating costs of new battery-electric or hydrogen fuel cell bus technology versus the current fleet technologies, the capital cost of associated ZEB infrastructure, the capital cost of rehabilitation or purchase of interim non-ZEB vehicles and Infrastructure, and the overall operating cost impacts.

Operating cost impacts should consider an exhaustive list of affected items including labor, employee training, fuel and maintenance costs, and the impacts on revenue streams and farebox recovery ratio. Of special significance is the need for a rigorous analysis of fleet scheduling/operations with the various range limitations of ZEB buses. Additionally, the

financial analysis will consider lifetime/lifecycle costs, payback periods, net present values (NPV), and time sensitivity.

The overall goal of the project is to provide VCTC with a Commission approved Zero Emission Bus Rollout Plan as required by CARB by June 30, 2023. Goals of the analysis are four- fold:

1. Determine the most capital cost-effective approach to a 100% bus fleet with zero emission propulsion;
2. Determine capital improvements required to achieve the 100% ZEB fleet and operation;
3. Provide a financing and purchasing strategy that allows VCTC to sustainably meet ZEB deadlines; and
4. Develop a comprehensive understanding – positives and negatives – of how compliance with this regulation will impact VCTC in the future, and how federal legislation may impact the plan.

1.1.3 Schedule

The tentative procurement schedule is illustrated below:

Issue Request for Proposals (RFP)	February 4, 2022
Submit Questions & Clarifications (4:00 p.m. PST)	February 21, 2022
Proposals Due (4:00 p.m. PST)	March 10, 2022
Pre-Award Screening and Evaluation	March 14, 2022
Interview with Selected Contractors (If required)	March 18, 2022
Anticipated Commission Contract Award & Execution	April 1, 2022

1.2 The VCTC Intercity and Valley Express Bus Services

1.2.1 General Description

VCTC Intercity Transit operates regional commuter bus services seven days a week between cities and unincorporated areas within Ventura County, as well as to Santa Barbara County. Prior to the COVID-19 pandemic, VCTC Intercity operated bus services to Los Angeles County, including to Woodland Hills. This service may be reinstated based on demand and resource availability. VCTC Intercity routes range between 4 miles and 60 miles in length (not including deadhead miles). Trip times range from 10 minutes, to over 2 hours end to end (not including deadhead time). All routes operate during the weekdays, and modified schedules operate Saturdays and Sundays. The VCTC Intercity fleet consists of 100% over the road motor coaches with diesel-engines. There are thirty-six (36) motor coaches which are further described in the table below. In addition, VCTC, through its funding-partner Santa Barbara County Association of Governments, will be receiving five (5) BYD all-electric motor coaches. The estimated delivery date for the five BYD vehicles is anticipated October 2022.

The Valley Express Bus Service operates four local circulator fixed routes, and two “tripper” fixed routes during the school year. In addition, Valley Express operates a general-public dial-a-ride and complementary ADA paratransit service. The Valley Express service area runs along the Santa Clara River Valley, which includes the Cities of Fillmore and Santa Paula, and the neighboring county unincorporated areas, including the community of Piru. The fleet consists of 15 cutaway buses which are further described below.

1.2.2 Vehicle Fleet

The Commission’s transit fleet(s):

Fleet	Year	Mfr	Make	Fuel Type	# of Vehicles
VCTC Intercity	2013	Volvo	9700	Diesel	5
VCTC Intercity	2014	MCI	D4500	Diesel	14
VCTC Intercity	2014	MCI	D4505	Diesel	11
VCTC Intercity	2016	MCI	D4500	Diesel	1
VCTC Intercity	2017	MCI	D4500	Diesel	2
VCTC Intercity	2019	MCI	D4500	Diesel	3
<i>VCTC Intercity</i>	<i>2022</i>	<i>BYD</i>	<i>C-10</i>	<i>BEB</i>	5
Valley Express	2015	Starcraft	Cutaway	Gasoline	10
Valley Express	2015	ARBOC	Cutaway – Low Floor	Gasoline	5
TOTAL					56

1.2.3 Facilities

VCTC’s Bus Operations and Maintenance Facilities are located at: VCTC Intercity, 240 South Glenn Drive, Camarillo CA 93010; and Valley Express, 918 Mission Rock Rd., E1, Santa Paula CA 93060.

VCTC does NOT own either of the contract operator facilities. The operations and maintenance facilities are leased/owned by the VCTC service contractors.

1.2.4 Fueling

The VCTC Intercity facility has an above ground diesel fueling facility. The Valley Express does fuels off-site at local gas stations.

1.2.5 Commission and Contractor Relationship

The Commission contracts with two private companies to provide transit operations and maintenance. The VCTC Intercity is provided by RATP Dev. Inc. and the Valley Express is provided by MV Transportation.

1.3 General Scope of Work

VCTC is soliciting proposals from qualified professional firms for the preparation of the Zero Emission Bus Fleet Rollout Plan. Refer to Scope of Work, Section 2.

1.4 RFP Conditions

1.4.1 Single Contractor Requirements

VCTC desires to contract with one independent Contractor. Consortiums and subcontracting may be considered. Contractor shall not assign or transfer any portion of this contract to an agent or third party without the written consent of the Commission. Contractor shall submit only one proposal.

1.4.2 Adherence to Proposal Form

All proposals are to be prepared in strict conformity with these instructions and submitted on the forms requested. Unacceptable conditions, limitations, provisos, or failure to respond to specific instructions or information requested in the RFP may result in rejection of the proposal.

1.4.3 Compensation

In no event shall the total compensation and reimbursement for expenses for the Project exceed the sum of the agreed negotiated amount between the Contractor and Commission.

1.4.4 Project Coordination and Key Personnel

The selected firm (hereinafter referred to as "Contractor") will report to the Transit Contracts Program Manager. A working group may be convened to provide input in the development of the systems. Proposers shall provide: 1). an organizational chart of the management team showing all personnel that will be involved in performing the requirements of this Project; 2). provide resumes of proposed project team demonstrating recent project management and engineering engagements; and provide a statement that proposed project team members will

not be removed from the Commission's project without permission from the Project Manager for the duration of the Project.

1.4.5 Qualifications

Respondents to this Request for Proposal should possess the qualifications listed below as a minimum:

1. Prior technical experience in preparing CARB compliant zero emissions bus roll out plans for transit operators in suburban environment with diverse needs.
2. Effective internal management with standard practices for assuring quality control, and meeting deadlines.
3. Ability to communicate effectively with elected officials, staffs from multiple public jurisdictions, business community, and the public.

1.4.6 Required Submittal

Proposers are required to submit one signed original printed hard-copy and one electronically signed PDF of the proposal (on USB flash drive) to:

Ventura County Transportation Commission
Attn: Aaron Bonfilio, Program Manager
751 E. Daily Drive
Suite 420
Camarillo CA 93010

1.4.7 Required Contents

1.4.7.1 Table of Contents

Proposal Table of Contents must provide page number references for the sections, any appendices, and forms, and certifications required of this solicitation.

1.4.7.2 Executive Summary

Include a 1 to 3-page overview of the entire proposal describing the most important elements of the Proposer's solutions and project approach.

1.4.7.3 Project Understanding / Proposer Solution

Based on information contained in this RFP, as well as information obtained in any subsequent addenda, pre-proposal meetings, and other materials available from the Commission, the Proposer shall describe their solution, plan, approach, and technical architectures for accomplishing the work requested. The information provided shall be in enough detail to enable the Commission to ascertain that the Proposer understands the technologies, functional requirements, related software, maintenance and warranty needs, timelines, and effort to

satisfy the RFP requirements. The Proposer should indicate, in written narrative, how the solutions / product(s) and services proposed will help the Commission reach its operating objectives and future compliance with California's Innovative Clean Transit regulations.

1.4.7.4 Organization Information

Proposers shall include a description of the following: name of firm; business address, telephone numbers, and names titles of responsible parties who may be contacted by Commission during evaluation period; year firm was established; firm's organizational structure; experience; history; legal status (i.e., partnership, corporation, etc.); capabilities; financial solvency; list of owners and officers, and management philosophy. Particular attention should be given to prior experience in identifying technical strategies to optimize costs and transit service quality.

1.4.7.5 Background, References, and Similar Projects

List all of the contract services of similar operation that your firm has provided during the preceding five years (e.g. ZEB Rollout Plan development experience), including the name of the agency, company or entity, contact person and phone number(s). Complete the Proposer References Form in Exhibit A for each reference.

1.4.7.6 Statement of Qualifications

Submit the qualifications, background, and availability of key management personnel. Describe Contractor's approach and philosophy to minimize employee turnover and to maintain a stable work force. Describe any other management personnel and supervisory positions, including an organization chart of personnel that will participate in the performance of this contract.

In addition, statement of qualifications shall:

- Specify the number of years the Proposer has been in the public sector business.
- Disclose if their company or product being proposed has ever been purchased by another company or acquired because of a merger or acquisition. If yes, provide details regarding the name of the companies involved, specific products affected and when such merger or acquisition(s) took place.
- Disclose if their company has had a workforce reduction during the past three years. If so, provide details regarding workforce reductions: percentage of workforce, areas affected, senior management team changes, etc.

1.4.7.7 Cost Proposal

A detailed cost proposal for each phase of the Scope of Work (Tasks 1 -4) shall be submitted, showing how contractual costs, including labor, materials, and time would be allocated,

indicating task, the individual personnel costs and hourly rate, travel, printing, and other expenses.

1.4.7.8 Performance Monitoring and Quality Control

Submission of a task summary indicating how the consultant plans to perform the project is required. Completion of work shall be on time and according to the project schedule. The schedule should provide specific milestones for the project. In addition, the Contractor shall submit a Quality Control Program describing how your firm intends to meet the requirements.

1.4.7.9 Work and Implementation Plan and Project Schedule

Submit a Detailed Work Plan describing how your firm intends to provide the services described in Section 2, Scope of Work.

Describe the approach to be taken for the work required. Provide a clear explanation of how the work will be organized, including a block diagram showing the name of the committed team members, how they will interact, and the intended level of involvement for each team member. The Work Plan shall include a schedule of deliverables. The firm's qualifications, including a resume of the firm(s) experience on related or similar projects shall be included, as well as names and telephone numbers of client references. Brief resumes of experience of key personnel should be included in the proposal. If subcontractors, joint ventures, or both are contemplated, identify and describe the entire team, including qualifications, experience and references and specifically identify the intended lead of prime contractor.

1.4.7.10 Insurance Coverage

Contractor must submit insurance coverage that complies with the required insurance indicated in Section 1.5 of this RFP and the Draft Agreement included here as Exhibit C.

1.4.7.11 Signature Authority

Proposals shall be signed by an officer authorized to bind the proposer and shall contain a statement to the effect that the proposal constitutes a firm offer for at least (120) days from the last day of receipt of proposals set forth herein.

1.4.7.12 Required Forms and Certifications

Proposer must submit all required forms provided in Exhibit A.

1.4.7.13 RFP Addenda

Any changes to the Request for Proposals (RFP) requirements will be made by addenda. All addenda shall be signed and attached to the respective Proposal Form. Failure to include a complete Form 2 provided in Exhibit A may cause the proposal to be considered non-responsive.

1.4.7.14 Financial Statements and Status

Proposer must provide their last three years of audited financial statements. Failure to include financial statements may result in rejection of proposal. If Contractor is a subsidiary, provide financial statements for parent organization as well as separate financial statements for the proposing subsidiary.

1.4.7.15 Payment Schedule

Proposers shall indicate a proposed schedule for payments, linking payment milestones to specific elements contained in the implementation section of their proposal. This payment schedule must be part of the proposal submittal for the Commission to consider. The Commission, in its sole discretion, will determine whether major milestones have been successfully completed, and will issue progress payments to the vendor in accordance with the compensation, invoicing, and payment terms present in the Draft Agreement.

1.4.8 Award

VCTC reserves the right to withdraw this RFP at any time without notice. Further, VCTC makes no representations that any agreement will be awarded to any proposer responding to this RFP.

1.4.9 Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by proposers and selected Contractor in:

- a. Preparing proposal in response to this RFP
- b. Submitting proposal to VCTC
- c. Negotiations with VCTC on any matter related to proposal
- d. Other expenses incurred by Contractor/proposer prior to date of award of any agreement, and/or to the notice to proceed

In any event, VCTC shall not be liable for any pre-contractual expenses incurred by any proposer or selected Contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. VCTC 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.

1.4.10 Verbal Agreement or Conversation

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

1.4.11 Special Funding Considerations

Any contract resulting from this RFP may be financed with funds available under California Transportation Development Act (TDA), and Federal Transit Administration. The contract for this service is contingent upon the receipt of these funds. In the event that funding from any combination of these sources are eliminated or decreased, VCTC reserves the right to terminate any contract or modify it accordingly.

1.4.12 Alternatives and Exceptions

Proposers may not submit alternative proposals other than provided for in this RFP or take exception or make alterations to any requirements of the RFP. Any such requests or exceptions should be submitted in writing and submitted for consideration prior to the question deadline. If more than one complete proposal is received from one organization or alterations made thereto, all proposals from that organization may be rejected as non-responsive. Since VCTC desires to enter into one contract to provide all services, only those proposals to provide all services will be considered responsive.

1.4.13 Non-Exclusivity of Contract

It shall in no way be construed that any contract to be awarded hereby is or shall be the sole or exclusive contract for transit service into which VCTC may enter. The Contractor has no exclusive rights granted per a contract.

1.4.14 Withdrawal of Proposals

Any prospective Contractor may withdraw a submitted proposal by a written request within seven calendar days following the final proposal submission deadline.

1.4.15 Issuing Office and Point of Contact

The issuing office of this RFP is:

Ventura County Transportation Commission
Attn: Aaron Bonfilio
Transit Contracts Program Manager
751 E. Daily Drive
Suite 420
Camarillo CA 93010
abonfilio@goventura.org

Please address questions and request for clarification in writing by the date specified in paragraph 1.1.3. Any verbal communication and/or conversation shall not be deemed official and shall not be considered. Any question or request for clarification received after this deadline shall be return unopened to proposer and shall not be considered.

1.4.16 Agreement

A Draft Agreement is provided in Exhibit C.

1.4.17 Proposal Due Date

All proposals must be received by date specified in Paragraph 1.1.3 in accordance with the instructions and conditions of the request for proposals. No proposals will be accepted after this time and date.

1.4.18 Restrictions on Communications

From the issue date of this RFP until a Proposer is selected and a contract executed, Proposers are not allowed to communicate with any person involved with the development of this RFP or any person involved in proposal reviews regarding this RFP except the VCTC Project Manager or his/her designee. Violation of this provision may result in the rejection of proposal.

1.4.19 Submission of Questions and Clarifications

The Purchasing Agent is the only contact for this solicitation. Commission or Operator staff will not respond to inquiries by Proposers or their representatives regarding any aspect of this RFP. Written questions regarding the RFP, the Commission's Standard Terms and Conditions, or the RFP instructions to Proposers must be submitted by the due date listed in section 1.1.3 to:

Transit Contracts Program Manager
Ventura County Transportation Commission
751 E. Daily Drive
Suite 420
Camarillo CA 93010
abonfilio@goventura.org

1.4.20 Pre-Proposal Conference

There will be no Pre-Proposal Conference.

1.4.21 Conflicts or Ambiguities

Proposers must notify the Project Manager immediately if conflicts or ambiguities are found in the RFP prior to the specified question due date.

1.4.22 Public Disclosure of Information Contained in Proposals

To the extent permitted by law, proposals, except for the names of the Proposers, shall remain confidential until the contract, if any, resulting from this RFP has been finally negotiated and executed or the RFP has been otherwise canceled. Thereafter, all proposals submitted in

response to this request shall be deemed public record. In the event that a Proposer desires to claim portions of its proposal as exempt from disclosure, it is incumbent upon the Proposer to clearly identify those portions as confidential. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Commission may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Proposer agrees to indemnify, defend and hold harmless the Commission, its agents and employees, from any judgment, fines, penalties, and award of attorneys' fees awarded against the Commission in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the Commission's award of the contract.

1.4.23 Independent Price Determination

A proposal will not be considered for award if the price in the proposal was not arrived at independently, without collusion, consultation, communication, or agreement as to any matter related to such proposal with any other Proposer, competitor, or public officer.

1.4.24 Revision to the Request for Proposals

The Commission reserves the right to revise the RFP prior to the date that proposals are due. Any changes, additions, or deletions to the RFP will be in the form of written addenda. All addenda will be sent to proposer on the distribution list prior to the deadline for proposals. It is the responsibility of the Proposer to check the Commission for any revisions related to this RFP.

1.4.25 Contractor's Representation

Contractor warrants that it is familiar with all requirements of the general conditions, specifications and instructions; and with all matters affecting the performance of the work, including all general and special laws, ordinances and regulations that may affect the work, its performance or those persons employed therein. The Contractor is in the business of, and is fully qualified and skilled in the field of public transit, and is fully willing and able to satisfy the requirements of the contract at the bid rates and any award of contract is in reliance on such representations.

1.4.26 VCTC Protest Procedures

Protests regarding this RFP shall be filed in accordance with Exhibit B.

1.4.27 Proposal Acceptance and Rejection

Commission exclusively reserves the right to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s). Furthermore, Commission exclusively reserves the right to delay, extend, and/or modify the submission date of proposals.

1.4.28 Single Proposal

In the event a single proposal is received, Commission may conduct a price and/or cost analysis of the proposal. The Commission reserves the right to modify, extend the deadline or re-issue the RFP, or to proceed with the proposal.

1.4.29 Governing Law

The Agreement which may ensue under this solicitation shall be governed exclusively by the federal laws of the United States of America, the laws of the State of California and the County of Ventura.

The rights, obligations, and remedies of the parties shall be governed by the laws of the State of California. Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to, this contract, then Federal common law, including the law developed by Federal boards of contract appeals, the United States Claims court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern. Venue of any action shall lie exclusively in the County of Ventura, California. Any ensuing agreement shall be the complete agreement between the parties. If any provision of the contract is found to be invalid or unenforceable, the remaining provisions shall not be impaired.

1.4.30 Non-Collusion

By submitting a proposal, the prospective Contractor represents and warrants that such a proposal is genuine and not a sham, collusive, or made in the interest or in behalf of any person or party not therein named and that the prospective Contractor has not directly or indirectly induced or solicited any other Contractor to put in a sham bid, or any other person, firm or corporation to refrain from presenting a proposal and that the prospective Contractor has not in any manner sought by collusion to secure an advantage. If it is found that collusion exists, proposals will be rejected and contract awards shall be null and void.

1.4.31 Prohibitive Interests

No member, officer or employee of Commission during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

1.4.32 Conflict of Interests

Proposer promises that it presently has no interest which would conflict in any manner or degree with the performance of its services hereunder. Proposer further promises that in the performance of this contract, no person having such interest shall be employed. A certificate of no conflict of interest must be completed and submitted with the bid.

The Proposer shall disclose any financial interest, or any business or other relationship, that may have an impact upon the proposal, or any services rendered to VCTC. The Proposer shall also list current clients who may have a financial interest in the outcome of this contract. A Proposer has a "financial interest" if it is reasonably foreseeable that the Proposer may gain a material financial advantage as a result of the Proposer's relationship with any person or entity connected with, or directly affected by, the services provided or work performed under the contract. As used throughout this Section, the term "Proposer" includes every owner and employee of the Proposer, including their immediate families. If requested by VCTC, the Proposer, its owners and employees will be required to file a completed "Fair Political Practices Commission (FPPC) Form 700, Statement of Economic Interests" with VCTC in accordance with VCTC's Conflict of Interest Code.

1.4.33 VCTC Reservation of Rights

In conducting this RFP, VCTC reserves the right to:

1. Accept, reject any or all submittals, or any item or part thereof, including but not limited to the right to reject proposals which are not considered to be within the competitive range, which show evidence of poor past performance, or which have major deviations from Commission's specifications.
2. Issue subsequent Requests for Proposals;
3. Alter the Selection Process Dates;
4. Remedy technical errors in the RFP process;
5. Request additional information from Proposers and investigate the qualifications of all firms under consideration;
6. Confirm any part of the information furnished by a Proposer;
7. Obtain additional evidence of managerial, financial or other capabilities;
8. Approve or disapprove the use of particular subcontractors;
9. Negotiate with any, all, or none of the Proposers;
10. Solicit best and final offers from all or some of the Proposers;
11. Award a contract to one or more Proposers;
12. Accept other than the lowest-priced Proposal;

13. 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; and
14. Waive informalities and irregularities in Proposals or the selection process.

1.4.34 Agreement to Terms

Proposers, by submitting a proposal, agree to any and all terms of this RFP and the Draft Agreement provided in Exhibit C. Any objections to the terms of the Draft Agreement included must be made in the Proposer's submission.

1.4.35 Disclosure of Ownership

All proposals and related information submitted by any Contractor, including the selected Contractor to VCTC, will become the property of the Ventura County Transportation Commission. None of the material submitted will be returned to any Contractor.

1.5 Insurance and Indemnification Requirements

1.5.1 INSURANCE REQUIREMENTS.

The successful Proposer must procure and maintain insurance in the types and amounts listed in Section 4 of the Draft Agreement attached to this RFP. Such insurance must meet all requirements and specifications provided in Section 4 of the Draft Agreement. Consultant shall maintain the insurance policies required by Section 4 of the Draft Agreement throughout the term of the Agreement. The cost of such insurance shall be included in the Consultant's bid.

1.5.2 INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall, to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, indemnify, defend with counsel selected by VCTC, and hold harmless VCTC and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance ("Claims"), to the extent caused, directly or indirectly, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of VCTC or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. Consultant's foregoing indemnity obligations shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and VCTC's costs of investigating any claims.

Insurance Not in Place of Indemnity. Acceptance by VCTC of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

PERS Liability. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of VCTC, Consultant shall indemnify, defend, and hold harmless VCTC for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of VCTC.

Third Party Claims. With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the Indemnitees.

1.6 Selection Criteria

Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described below. The approach and procedures are those which are applicable to a competitive negotiated procurement whereby proposals are first evaluated to determine Proposer responsiveness, solutions and responsibility, and then scored for technical merit and overall best value.

The Commission will make the award to the Proposer whose proposal is most advantageous to the Commission. Accordingly, the Commission may not necessarily make an award to the Proposer with the highest technical ranking nor award to the Proposer with the lowest Price Proposal if doing so would not be in the overall best interest of the Commission. The evaluation of proposals will be based on criteria established by VCTC. Such criteria shall include, although not necessarily be limited to, the following:

Proposal Quality

- a. Understanding of the work required by the Commission.
- b. Quality, clarity and responsiveness of the proposal.
- c. Proposed approach in completing the work.

- d. Completeness of the proposal submitted and compliance with terms and conditions of the RFP.

Experience and Qualifications

- e. Demonstrated competence and professional qualifications necessary for successfully performing the work required by the Commission.
- f. Recent experience in successfully performing similar services.
- g. Background and related experience of the specific individuals to be assigned to this project.
- h. Financial stability and capabilities of the Contractor.
- i. Proven experience in transit planning, zero emission roll out plans, bus maintenance facility design, transit operations, and knowledge of proven innovative transit delivery methods.
- j. References.
- k. Knowledge of all applicable laws, statutes, ordinances, rules, regulations or requirements of the United States Government, State of California, and local governments or any agency thereof, which relate to or in any manner affect the project, and the performance of the agreement or contract between Commission and the firm/team.

Cost and Schedule

- l. Ability to perform within desired schedules.
- m. Proposed Cost.

VCTC reserves the right to award the contract to other than the lowest cost proposal allowing for a more responsive proposal that addresses all of the above criteria and best satisfies VCTC's needs. If a Selection Committee is used, the Selection Committee or the Commission may consider criteria other than the above, as necessary, in the selection process. VCTC may consider criteria other than the above, as necessary, in the selection process to determine the best value.

Prospective Contractors may be required and shall be prepared to attend an interview with the Selection Committee. The key management personnel must be available to answer questions at the interview. VCTC may choose, at its sole option, not to interview all proposing Contractors. VCTC may reject any or all proposals submitted. Commission reserves the right to further and/or expand the scope of work.

1.7 Selection Process

Contractor shall not contact, lobby or communicate with any member of the Commission Council, Commission Manager and/or Directors or Staff employees or agent of VCTC or other public and private entity regarding the RFP or the selection process. Any communication between VCTC and any Contractor shall be in writing.

Any questions, request for interpretations or comments regarding the RFP must be submitted in writing to Aaron Bonfilio, Transit Contracts Program Manager, no later than the date specified in Paragraph 1.1.3. A summary response to all questions and comments will be distributed to the Proposers.

Any prospective Contractor wishing to protest any aspect of this request for proposal or selection process must do so by submitting a protest in writing in accordance with the protest procedures provided in Exhibit B.

Sealed Proposals must be submitted by date specified in Paragraph 1.1.3.

VCTC will screen and evaluate the proposals, and may conduct interviews, if required, and provide a recommendation for the Commission.

Proposals must meet the submittal requirements, and other instructions of this RFP, and include sufficient information and detail, in order to be considered by the Commission. Any deficiencies in this regard must be determined by the Project Manager to be a defect that the Commission will waive, or the proposal may be disqualified.

Any proposal that the Commission finds cannot meet these requirements and may not be made to meet these requirements within timelines set by the Commission, may be determined to be non-responsive, and will not be considered for further evaluation. Proposers of any proposals that have been determined to be non-responsive will be notified in writing that they were not short-listed for further consideration.

The Commission may establish a Selection Committee for this Project which would include representatives that review and evaluate the proposals in the Commission's best interest. The Commission reserves the right to independently score the proposals.

Final determination of a Proposer's responsiveness will be made upon the basis of initial information submitted in the proposal, any information submitted upon request by the Commission and information resulting from the Commission's inquiry of Proposer's references and its own knowledge of the Proposer.

2. SCOPE OF WORK

Introduction

The Ventura County Transportation Commission Zero Emission Bus (ZEB) Fleet Transition Plan will provide a detailed roadmap for converting the existing fleet of the Commission's vehicles to a fully zero emission fleet by 2040. The Commission operates two services: VCTC Intercity Transit and Valley Express bus. VCTC Intercity Transit is a regional commuter bus service, that travels between cities within Ventura County as well as inter-county to Santa Barbara and Los Angeles Counties. Valley Express bus service is provided under Cooperative Agreement between the Cities of Santa Paula, Fillmore and the County of Ventura. The service operates both fixed route and on-demand general public dial-a-ride / complementary ADA paratransit.

VCTC seeks to conduct a system-wide analysis comparing its current fleet of buses operating to zero-emission buses (ZEBs) in response to the California Air Resources Board (CARB) Innovative Clean Transit (ICT) Regulation, which mandates the full conversion of bus fleets to zero-emission by 2040. The study will develop a Zero Emission Bus Rollout Plan for revenue fleet conversion by 2040 (with associated infrastructure and operating plan), as mandated by CARB.

The proposed Rollout Plan (Plan) should include a high-level analysis of zero emission bus technology and an analysis of the existing fleet and recommendations for the procurements, capital improvements, and infrastructure and maintenance planning required to replace the existing fleet with ZEBs, as well as coordination with future on-site renewable energy generation and energy storage needs. The proposed Plan should have a system-wide benefit, as its findings and recommendations will impact both local and commuter service routes, laying the groundwork for providing ZEB service to all routes. It is the Commission's intent that once this plan is complete, it will allow for a more efficient implementation and development of a ZEB fleet for VCTC.

The scope of work shown below reflects the anticipated process and deliverables for the Zero Emission Bus Fleet Transition Plan. At a minimum, the Final Rollout Plan will be formatted in the following required sections:

- Section A: Transit Agency Information
- Section B: Rollout Plan General Information
- Section C: Technology Portfolio
- Section D: Current Bus Fleet Composition and Future Bus Purchases
- Section E: Facilities and Infrastructure Modifications
- Section F: Providing Service in Disadvantaged Communities
- Section G: Workforce Training
- Section H: Potential Funding Sources

Section I: Start-up and Scale-up Challenges

The Commission, with the assistance of a competitively procured contract Consultant, will perform this work. Commission staff anticipates the Scope of Work will not differ substantially and will not exceed the grant funds available.

2.1 Project Objectives

Overall Project Objectives to Develop a Zero Emission's Bus Rollout Plan that will:

1. Reduce Green House Gas emissions of Commission's transit fleet
2. Reduce vehicle emissions in the service territory
3. Support regional transit fleet electrification and zero emission efforts to meet CARB requirements
4. Determine the most capital cost-effective approach to a 100% bus fleet with zero emission propulsion
5. Provide recommendations for future purchases of a ZEB buses
6. Provide recommendations for purchases of electric vehicle charging stations to support the ZEB fleet
7. Identify potential locations for electric vehicle charging station installations
8. Develop process for coordinating with the local electric utility provider(s) to connect proposed electric vehicle charging/fueling stations to new or existing infrastructure
9. Estimate peak demand for all charging locations. Estimate available capacity of upstream electric grid using available data for regional growth in electric usage through 2040. Identify infrastructure upgrades needed at point of connection (POC) and upstream electric grid to serve peak demand.
10. Develop an analysis of the operating costs of various charging and fueling (e.g., electric vs. hydrogen, etc.) strategies
11. Assess potential distributed, renewable generation options to meet electric demand needs of ZEB fleet
12. Assess potential future energy storage impacts of ZEB battery inventory
13. Provide analysis of changes in maintenance schedule, costs, and requirements for ZEB fleet and charging stations

14. Develop analysis of workforce training required to operate and maintain new ZEB fleet
15. Develop a schedule for construction of facilities, infrastructure modifications or upgrades and timelines for construction

2.2 TASK 1: Project Management and Administration

This task includes management and administration activities that will be provided by the Consultant consistent with the technical scope of services and with the requirements of VCTC. Project Management includes, but is not limited to, management and leadership effort required to successfully guide the multi-disciplined team through the scope of the services. Project Management also includes meeting the requirements of the approved quality assurance and quality control (QA/QC) process to ensure that deliverables are produced to the appropriate standard of care in terms of correctness and appropriateness of the information contained in each deliverable item. Elements of Project Management include management and coordination with project stakeholders; administration; reporting; quality control (QC); safety; and cost/schedule monitoring and control. The Consultant team's Project Manager (PM) will be the single point of contact with VCTC regarding task administration and will be responsible for the quality of the analysis and delivery of the project milestones within schedule and budget. The PM must also ensure a regular weekly check-in with VCTC project leadership and timely discussion of key issues and decision points to avoid delay in moving the project forward.

2.2.1 Project Administration

Consultant will perform administrative functions associated with the on-going management of the contract as it relates to the work herein. Activities may include, but not be limited to, routine contract administration, setting up meetings, preparation of agenda and meeting notes, scheduling, budget tracking and close out, among other activities consistent with effective contract and project management.

2.2.2 Project Controls

Consultant will monitor the budget and schedule. Consultant shall monitor contract change orders and prepare project status reports. The PM shall be cognizant of VCTC staff's time, commitment to their day-to-day responsibilities, and their availability. The PM will strive to ensure VCTC's daily obligation to provide public transportation services is not interrupted or negatively affected by their work. PM shall be mindful of meeting dates, times, and attendee's availability.

2.2.3 Quality Assurance

Define planned and systematic actions that provide adequate confidence to Consultant management and VCTC that an activity or service consistently and accurately fulfills requirements for its intended purpose.

2.3 TASK 2: Financial Analysis

Consultant shall develop a detailed capital and operating financial analysis comparing the purchase of zero-emission buses to the purchase of existing buses from several perspectives, including a sensitivity analysis. From a capital perspective, the primary categories of costs are the initial purchase price, lifetime (through 2040) and operational costs, and replacement of the electric and/or hydrogen fuel cell fleet vehicle. The initial purchase price of the zero-emission vehicle shall be all-inclusive, including recharging infrastructure, manuals, vehicle logic units, security cameras, automatic passenger counters, fare collection equipment, CAD/AVL systems, and any training that is required.

The lifetime cost shall include vehicle replacement parts, battery lifecycle, fuel cell lifecycle, and replacement needs. The operational costs include the cost of fuel (electricity versus hydrogen versus diesel) and vehicle maintenance.

2.3.1 Fuel

Fuel costs of the existing fleet of buses shall be based on a projection of the cost of diesel fuel (\$/gallon), considering historical trends of diesel fuel over the past five (5) and ten (10) years and the best available projections at the time in order to determine an average to serve as a baseline for cost comparison and projection purposes of this analysis.

2.3.2 Electricity

Consultant shall perform an analysis of the existing cost of electricity and upcoming or projected rate structures, such as time-of-use (TOU) specifically designed for Transportation Electrification (TE). This analysis will consider pricing and costs associated with charging projected to be done during high-demand, on-peak periods and charging done during off-peak periods. Additionally, the analysis shall include a projection of cost stability over the next twenty (20) years for long-term consideration. Relevant local utilities should be consulted as part of this process.

Consultant shall include in the analysis consideration of technologies and funding programs that can help offset the costs of the electrical use, for example, solar technology, photovoltaic reformation of hydrogen, battery storage, peak shaving, and participation in the Low Carbon Fuel Standards (LCFS) program.

2.3.3 Maintenance

Maintenance cost analysis will be three-fold: (1) costs associated with maintenance of the internal combustion engine (ICE) and the associated powertrain, including oil and filter changes, changing tires and brake pads, and other wear and tear items plus the occasional large repairs; (2) determine required maintenance components of electric and hydrogen fuel cell buses and their associated costs; and (3) staffing level differences.

2.3.4 Operations

An operational cost analysis shall be performed that will compare the current operating costs of the existing service offering against the projected operating costs for the Battery Electric Buses of the same service offering. An exhaustive list of costs shall be considered including operating staff differences and impacts to route schedules from the use of zero-emission vehicles.

VCTC understands that the range of battery electric buses may be a significant constraint on their operation relative to hydrogen fuel cell buses (and relative to VCTC's current gasoline/diesel-powered vehicles).

VCTC requires all consultants/consultant teams to demonstrate a methodology in their proposal for a rigorous analysis of the impact of the reduced range of battery electric buses on the scheduling of vehicles and operators. It is recommended that scheduling software be utilized on the existing VCTC weekday and weekend service levels for such an analysis.

2.3.5 Start-Up and Lifetime Cost

Consultant shall determine the total cost for full conversion to a zero-emission fleet. This includes a detailed breakdown of start-up costs, including right-of-way acquisition (if applicable), new capital and initial purchase price of zero-emission buses (inclusive of battery or fuel cell systems).

In addition to initial start-up costs, lifetime costs include maintenance, operations, and rehabilitation of EV capital infrastructure, such as charging equipment and maintenance facilities, anticipated battery degradation and replacement frequency, fuel cell replacement. The analysis should consider all fleet active between 2019 and 2040.

2.3.6 Payback Period and Net Present Value (NPV)

From an investor perspective, Consultant shall evaluate the investment in zero emission technology and provide a comparison of up-front cash investments for both zero-emission and

diesel buses. This comparison shall consider the payback period and net present value of series of cash flows involved in purchasing zero-emission buses and provides a payback period estimate.

2.3.7 Sensitivity Analysis

Using identified current and historic price trends for electricity and zero-emission bus costs, Consultant shall provide a transition scenario that adopts varying approaches in cost assumptions associated with estimated projections.

The scenario shall include three levels of cost projections/differentials: (1) Current cost; (2) conservative inflation; and (3) aggressive.

2.4 TASK 3: Implementation Analysis

With consideration of CARB incentive schedule, Consultant shall provide an analysis on implementation requirements for complete fleet conversion to zero-emission, including identification of infrastructure improvement needs, identification of right-of-way acquisition needs to accommodate infrastructure (if applicable), confirmation of feasibility of infrastructure improvements and placement, and development of a phasing plan for infrastructure improvements, vehicle procurement and purchasing of ZEBs to meet ZEB regulation deadlines. As part of the implementation analysis, Consultant shall determine whether conversion requirements can be made through a multi-operator cooperative vehicle procurement effort as an alternative to an independent procurement by VCTC. Consultant shall research current or upcoming procurement opportunities across the United States to determine if “joint-procurement” opportunities are available to VCTC. Phasing plans shall include costs associated with capital and operations.

2.4.1 Operations and Maintenance Scenario (Transition Scenario)

Consultant shall collect operating service parameters and schedules from VCTC. The data collected will serve as a baseline for operations and maintenance to determine which existing routes can accommodate zero-emission operations, as well as what operational modifications, if any, are needed to maintain existing operational parameters along existing routes that cannot support zero-emission vehicles. Operations parameters and schedules shall include hours of operation by day of week, headways during peak hours and off-peak hours, transit station drop-off and pick-up locations, approximate end-to-end running times, deadhead and other non-revenue hours and miles, and total length of each route in terms of miles. Consultant shall conduct an analysis of the various factors that impact the lifecycle of ZEBs, including, but not limited to, vehicle weight, battery density, degradation, fuel cell system lifecycle and normal operation charging times, refuel times, operating environment, lifts and ramps, air

conditioning and heating. Consultant shall develop a financial analysis of the costs associated with operating and maintaining existing operating service parameters and schedules using zero-emission vehicles.

Consultant shall provide a rough order of magnitude estimate of the operations and maintenance (O&M) cost for the service scenario, using typical hourly O&M unit cost factors for bus operations. This transition scenario will be based on a twenty-year time frame and will be all-inclusive, encompassing the cost of electricity or hydrogen for fuel cells, and maintenance. Additionally, include a comparable scenario using existing diesel-powered vehicles, operation parameters and schedules.

2.4.1.1 Deliverables:

1. Existing operating parameters and schedules summarized table or spreadsheet
2. Zero-emission bus requirements to meet existing operating parameters and schedules, passenger load and respective lifecycles
3. Operational modifications, in general or route specific, that would need to be made to maintain the existing level of operations
4. O&M cost calculations and comparisons between zero-emission and diesel- powered fleet vehicles

2.4.2 Capital Infrastructure Investment Needs, Cost and Schedule

Consultant will identify new ZEB capital infrastructure, as well as improvements to existing or planned infrastructure, where applicable, to be incorporated in each of the short-term and long-term operations and maintenance scenarios. Capital infrastructure and improvements shall coincide with and meet identified operations and maintenance scenarios required to fully convert operations to zero-emission and maintain existing level of service, as well as vehicle storage. Contractor shall investigate, explore, and report opportunities to partner and collaborate with private entities to design and build, maintain and operate zero-emission fueling facilities. Additionally, Consultant shall identify CARB applicable funding incentives and other competitive funding sources to mitigate the costs associated with capital investment needs. Consultant shall provide a multi-year schedule showing critical timelines to achieve required milestones.

2.4.2.1 Deliverables:

1. Based on operating parameters and schedules identified, determine the capital infrastructure required to accommodate operations and maintenance, including right of way acquisition and land cost impacts (if applicable)

2. Tables summarizing initial capital infrastructure costs and on-going rehabilitation using the short-term and long-term scenarios
3. Identify planned infrastructure projects that can and should be modified to incorporate ZEB technology
4. General estimated timeframe for construction of capital infrastructure and related improvements that align with ZEB regulation deadlines for zero- emission bus fleet vehicle acquisition and operations
5. Prepare a proposed project phasing plan of projects identified

2.4.3 Energy Storage and Solar

Consultant shall conduct an analysis on available energy storage and solar technology and infrastructure to supplement electricity usage, as relating to the ZEB modes i.e. Battery Electric Bus (BEB) charging or hydrogen production. Such analysis shall include technology that can be charged during off-peak periods when energy costs are lower and utilized during high-demand, on-peak periods to help serve ZEB loads by lessening the demand and costs associated with electricity drawn from the grid. Evaluate VCTC contractor properties including for implementation of overnight BEB charging infrastructure. Identify potential locations to develop ZEB fueling sites. Identify locations where in route chargers for BEB may be feasible and the cost impact. Additionally, analysis shall include estimated costs of initial purchase price of such technology, installation, and maintenance, as well as estimated cost savings on electricity if deployed.

2.4.3.1 Deliverables:

1. Identification of energy storage and solar technology that is compatible with zero-emission infrastructure and operations
2. Financial analysis of purchase price, installation, maintenance, and cost savings on electricity associated with deployment of such technology
3. Overview of how this technology would be integrated into the zero-emission infrastructure and operations

2.5 TASK 4: Zero-Emission Bus Rollout Plan

Consultant shall provide VCTC with a report that summarizes the findings of the study. Consultant will also provide the VCTC with an initial project briefing, an update once a

recommended ZEB mode has been identified. At a minimum, the Final Rollout Plan will be formatted in the following required sections, and meet the minimum required elements for the ZEB Rollout Plan as identified by California Air Resources Board's Innovative Clean Transit Regulation:

- Section A: Transit Agency Information
- Section B: Rollout Plan General Information
- Section C: Technology Portfolio
- Section D: Current Bus Fleet Composition and Future Bus Purchases
- Section E: Facilities and Infrastructure Modifications
- Section F: Providing Service in Disadvantaged Communities
- Section G: Workforce Training
- Section H: Potential Funding Sources
- Section I: Start-up and Scale-up Challenges

2.5.1 Draft Report (Due by February 27, 2023)

Consultant will prepare a draft technical report to document the assumptions, methodologies, modeling results, analyses, designs, cost estimates, findings, and conclusions of Tasks 1 through 4. Critical to this report is showing a clear rationale for selecting a recommended ZEB mode, a summary of associated operating and capital costs for transitioning to this ZEB mode, and a timeline of key activities to be completed to meet the CARB ZEB regulation by 2040.

2.5.2 Final Report (Due by April 30, 2023)

Consultant will prepare a final technical report that incorporates revisions to the draft in response to VCTC staff comments. Consultant will also provide VCTC with a Microsoft PowerPoint summary of the ZEB Plan and present this to the VCTC.

2.5.2.1 Deliverables:

1. Draft Report (2 printed copies plus an electronic pdf file)
2. Final Report (2 printed copies plus an electronic pdf file)
3. ICT ZEB Rollout Plan Submittal

EXHIBIT A - FORMS

ATTENTION PROPOSERS

All forms in this Section are required for the submission of proposals.

Failure to submit any one form may result in the rejection of the proposal.

FORM 1 Cost Proposal Total Form ZEB Rollout Plan

(Total Form to be included with detailed cost proposal for each Task (#1-4))

	Task	Proposed Task Cost
1.	TASK 1: Project Management and Administration	
2.	TASK 2: Financial Analysis	
3.	TASK 3: Implementation Analysis	
4.	TASK 4: Zero-Emission Bus Rollout Plan	
	TOTAL	

FORM 2. Addendum Receipt
(if necessary)

The proposer acknowledges that it has received the following Addenda:

ADDENDUM No.

SIGNATURE

1. _____
2. _____
3. _____
4. _____
5. _____

FORM 3 - REFERENCES

(PROPOSER TO COMPLETE AND RETURN WITH PROPOSAL)

List References where the same or similar Scope of Work were provided.

REFERENCE NO. 1

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TITLE:	
EMAIL:	
PHONE:	
AMOUNT OF CONTRACT:	
DATE AND TYPE OF SERVICE:	

REFERENCE NO. 2

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TITLE:	
EMAIL:	
PHONE:	
AMOUNT OF CONTRACT:	
DATE AND TYPE OF SERVICE:	

REFERENCE NO. 3

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TITLE:	
EMAIL:	
PHONE:	
AMOUNT OF CONTRACT:	
DATE AND TYPE OF SERVICE:	

EXHIBIT B. PROTEST PROCEDURES

VENTURA COUNTY TRANSPORTATION COMMISSION 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. 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
- C. 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
 - 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.

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.

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 for third-party consulting services when necessary to investigate a protest. The Executive Director may negotiate with the protestor and other interested parties 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;

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

EXHIBIT C. - DRAFT AGREEMENT

This Exhibit C contains a Draft Agreement that pertains to the scope-of-services of the RFP. The successful Proposer will be required to adhere to the provisions, terms, and conditions of the attached Draft Agreement. Any objections to the terms of this Draft Agreement must be made in the Proposer's submission. No response will signify that the agreement is acceptable as written.

CONSULTING SERVICES AGREEMENT BETWEEN THE VENTURA COUNTY TRANSPORTATION COMMISSION AND



THIS AGREEMENT for consulting services is made by and between the Ventura County Transportation Commission ("VCTC") and _____ ("Consultant") (together sometimes referred to as the "Parties") as of _____, 20__ (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to VCTC the services described in the Scope of Services attached hereto and incorporated herein as Exhibit A, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on _____, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect VCTC's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all work required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that VCTC, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from VCTC of such desire of VCTC, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Sections 1.1 and 1.2 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. VCTC hereby agrees to pay Consultant a sum not to exceed _____, (\$ _____) notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. VCTC shall pay Consultant for services rendered pursuant to this

Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from VCTC to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to VCTC in the manner specified herein. Except as specifically authorized by VCTC in writing, Consultant shall not bill VCTC for duplicate services performed by more than one person.

Consultant and VCTC acknowledge and agree that compensation paid by VCTC to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. VCTC therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once per month during the term of this Agreement, based on the cost for all services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain all the following information:

- Serial identifications of progress bills (i.e., Progress Bill No. 1 for the first invoice, etc.);
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At VCTC's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by each employee, agent, and subcontractor of Consultant performing services hereunder;
- Consultant shall give separate notice to VCTC when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds eight hundred (800) hours within a twelve (12)-month period under this Agreement and any other agreement between Consultant and VCTC. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and VCTC, if applicable.
- The amount and purpose of actual expenditures for which reimbursement is sought;
- The Consultant's signature.

2.2 Monthly Payment. VCTC shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. VCTC shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant. Each invoice shall include all expenses and activities performed during the invoice period for which Consultant expects to receive payment.

2.3 Final Payment. VCTC shall pay the five percent (5%) of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to VCTC of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. VCTC shall pay for the services to be rendered by Consultant pursuant to this Agreement. VCTC shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. VCTC shall make no payment for any extra, further, or additional service pursuant to this Agreement. In no event shall Consultant

submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto and incorporated herein as Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses, as specified in Exhibit C, attached hereto and incorporated herein, shall not exceed _____ (\$). Expenses not listed below are not chargeable to VCTC. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor represents and warrants that Contractor is a resident of the State of California in accordance with California Revenue & Taxation Code Section 18661 et seq., as it may be amended, and is exempt from withholding. Contractor accepts sole responsible for verifying the residency status of any subcontractors and withhold taxes from non-California subcontractors.
- 2.8 Payment upon Termination.** In the event that VCTC or Consultant terminates this Agreement pursuant to Section 8, VCTC shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.
- 2.10 False Claims Act.** Presenting a false or fraudulent claim for payment, including a change order, is a violation of the California False Claims Act and may result in treble damages and a fine of five thousand (\$5,000) to ten thousand dollars (\$10,000) per violation.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. VCTC shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

VCTC shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with VCTC employees and reviewing records and the information in possession of VCTC. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of VCTC. In no event shall VCTC be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to VCTC of such

insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to VCTC. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s). Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **\$1,000,000** per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator, as defined in Section 10.9. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against VCTC and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than **\$1,000,000** per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability Insurance and Services Office form number GL 0404 covering Broad Form Comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to VCTC and its officers, employees, agents, and volunteers.

4.3 **Professional Liability Insurance.**

4.3.1 **General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed one hundred fifty thousand dollars (\$150,000) per claim.

4.3.2 **Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement or the work. VCTC shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to VCTC for review prior to the commencement of any work under this Agreement.

4.3.3 **Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy.

4.4 **All Policies Requirements.**

4.4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish VCTC with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If VCTC does not receive the required insurance documents prior to the Consultant beginning work, this shall not waive the Consultant's obligation to provide them. VCTC reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 **Notice of Reduction in or Cancellation of Coverage.** A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to VCTC. In the event that any coverage required by this section is reduced,

limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to VCTC at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

- 4.4.4 Additional insured; primary insurance.** VCTC and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including VCTC's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to VCTC or its officers, employees, agents, or volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to VCTC and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by VCTC shall be called upon to contribute to a loss under the coverage.

- 4.4.5 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. 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. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to VCTC, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- 4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 4.4.7 Wasting Policy.** No insurance policy required by Section 4 shall include a "wasting" policy limit.
- 4.4.8 Variation.** VCTC may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that VCTC's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies VCTC may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, VCTC may, at its sole option exercise any of the following remedies, which are alternatives to other remedies VCTC may have and are not the exclusive remedy for Consultant's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall, to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, indemnify, defend with counsel selected by VCTC, and hold harmless VCTC and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance ("Claims"), to the extent caused, directly or indirectly, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of VCTC or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. Consultant's foregoing indemnity obligations shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and VCTC's costs of investigating any claims.

5.1 Insurance Not in Place of Indemnity. Acceptance by VCTC of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.2 PERS Liability. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of VCTC, Consultant shall indemnify, defend, and hold harmless VCTC for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of VCTC.

5.3 Third Party Claims. With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the Indemnitees

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of VCTC. VCTC shall have the right to

control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise VCTC shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other VCTC, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by VCTC, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of VCTC and entitlement to any contribution to be paid by VCTC for employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Consultant Not an Agent.** Except as VCTC may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of VCTC in any capacity whatsoever as an agent to bind VCTC to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all federal, state and local laws and regulations applicable to the performance of the work hereunder. Consultant's failure to comply with such law(s) or regulation(s) shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which VCTC is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to VCTC that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals, including from VCTC, of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to VCTC that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from VCTC.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

- 7.6 **Contractor's Residency and Tax Withholding** Contractor declares that Contractor is a resident of the State of [REDACTED] in accordance with the California Franchise Tax Board form 590 ("Form 590"), as may be amended, attached hereto and incorporated herein as Exhibit [REDACTED]. Unless provided with valid, written evidence of an exemption or waiver from withholding, VCTC may withhold California taxes from payments to Contractor as required by law. Contractor shall obtain, and maintain on file for three (3) years after the termination of the Contract, Form 590s from all subcontractors. Contractor accepts sole responsibility for withholding taxes from any non-California resident subcontractor and shall submit written documentation of compliance with Contractor's withholding duty to VCTC.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** VCTC may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement for cause upon thirty (30) days' written notice to VCTC and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of notice of termination; VCTC, however, may condition payment of such compensation upon Consultant delivering to VCTC all materials described in Section 9.1.

- 8.2 **Extension.** VCTC may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require Consultant to execute a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if VCTC grants such an extension, VCTC shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, VCTC shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

- 8.4 **Assignment and Subcontracting.** VCTC and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to VCTC for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not assign or subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between VCTC and Consultant shall survive the termination of this Agreement.

- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, VCTC's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that VCTC would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of VCTC. Consultant hereby agrees to deliver those documents to VCTC upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for VCTC and are not necessarily suitable for any future or other use. VCTC and Consultant agree that, until final approval by VCTC, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties except as required by law.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to VCTC under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of VCTC. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of VCTC or as part of any audit of VCTC, for a period of three (3) years after final payment under the Agreement.
- 9.4 Records Submitted in Response to an Invitation to Bid or Request for Proposals.** All responses to a Request for Proposals (RFP) or invitation to bid issued by VCTC become the exclusive property of VCTC. At such time as VCTC selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal that are defined by Consultant and plainly marked as "Confidential," "Business Secret" or "Trade Secret."

VCTC shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Consultant has not plainly marked it as a "Trade Secret" or "Business Secret," or if disclosure is required under the Public Records Act.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, VCTC may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Consultant agrees to indemnify, defend and hold harmless VCTC, its agents and employees, from any judgment, fines, penalties, and award of attorneys' fees awarded against VCTC in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives VCTC's award of the contract. Consultant agrees that this indemnification survives as long as the trade secret information is in VCTC's possession, which includes a minimum retention period for such documents.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a Party to this Agreement brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Ventura or in the United States District Court for the Central District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of VCTC or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000, *et seq.*

Consultant shall not employ any VCTC official in the work performed pursuant to this Agreement. No officer or employee of VCTC shall have any financial interest in this Agreement that would violate California Government Code Sections 1090, *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of VCTC. If Consultant was an employee, agent, appointee, or official of VCTC in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090, *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse VCTC for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by _____ ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 **Notices.** All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

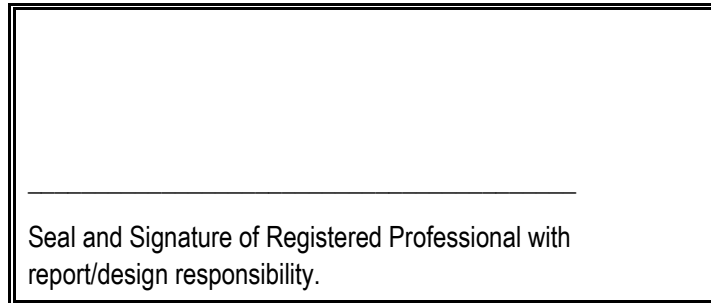
Consultant

VCTC

Aaron Bonfilio
Program Manager
Ventura County Transportation Commission
751 E. Daily Drive,

Suite 420
Camarillo, CA 93010

- 10.11 Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 Integration.** This Agreement, including the scope of services attached hereto and incorporated herein as Exhibit A, and Exhibits B and C, represent the entire and integrated agreement between VCTC and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral pertaining to the matters herein.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule
<u>Exhibit C</u>	Reimbursable Expenses

- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 Construction.** The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The parties have had an equal opportunity to participate in the drafting of this Agreement; therefore any construction as against the drafting party shall not apply to this Agreement.
- 10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto with no intent to benefit any non-signatory third parties.

The Parties have executed this Agreement as of the Effective Date.

VCTC

CONSULTANT

Martin R. Erickson, Executive Director

[NAME, TITLE]

Approved as to Form:

Steven T. Mattas, General Counsel

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

COMPENSATION SCHEDULE/CONTRACTOR'S PROPOSAL

EXHIBIT C

REIMBURSABLE EXPENSES

5049407.1

