



**Request for Qualifications
Grant Writing & Transit Management
Support Services**

Summary

The Ventura County Transportation Commission (VCTC) seeks to create a bench of qualified on-call grant writing consultants and firms who possess specific grant writing expertise across various areas (transportation, transit, and infrastructure, etc.) to provide tailored grant writing and specialized transit management support services.

Responding individuals or firms must provide evidence that they have previously written grants that have successfully secured state and federal funding for government agencies.

Key Dates

Release Date: June 3, 2022

Questions Due to VCTC: June 10, 2022

Proposals Due: July 15, 2022

VCTC reserves the right to modify these dates at any time.

RFP Official Contact

Amanda Fagan
Director of Planning & Sustainability
afagan@goventura.org

All communication with VCTC related to this RFP must be directed to the contact listed above.

1 The Opportunity

1.1 Project Summary

VCTC seeks skilled, qualified grant writing consultants and firms who have written grants that have resulted in the award of state, federal, and/or philanthropic funding for government/public agencies, and who possess specific grant writing expertise for planning, design, infrastructure, programmatic and operational projects across various areas including, but not limited to:

1. Streets, Roads, Bridges, Public Right-of-Way Accessibility;
2. Active Transportation, Mobility, Bike and Pedestrian Right-of-Way;
3. Public Infrastructure;
4. Sustainability, Stewardship, and Resiliency;
5. Multi-benefit Projects;
6. Transportation Planning and Design;
7. Aviation and Airport Compatibility
8. Transit;
9. Racial Equity and Environmental Justice.

In addition, VCTC is seeking qualified firms for specialized transit management and or planning support, including but not limited to review of compliance with Federal Transit Administration grantee requirements such as Title VI, Drug and Alcohol Testing, Maintenance, and Disadvantaged Business Enterprise; and also assistance with preparing programming documents such as the federal and state Transportation Improvement Programs.

At its discretion, VCTC may select more than one grant writing or planning consultant/firm for a VCTC contract. Please note that a selection or award of a contract **does not** constitute a guarantee of work, as numerous factors will be considered by VCTC in its utilization of grant writing services.

1.2 Background

VCTC manages over \$17 million federal, state, regional and other grants from year to year. These grants are a combination of formula grants (distributed automatically based on population or another criteria) and competitive grants (awarded based on eligibility and competitiveness). Both types of grants typically require that VCTC submit an application; however, applications for competitive grants typically require a considerable amount of additional work to collect and synthesize relevant information, compose grant narratives, prepare or assemble supporting materials, complete required grant forms and receive organizational approval and formal signatures. Due to VCTC's limited internal staff capacity for grant writing, additional grant writing services are needed to secure grant funding.

This grant writing assistance is particularly important in light of considerable federal, state and regional funding available under the American Rescue Plan Act, Bipartisan Infrastructure Investment and Jobs Act, the State of California's Road Repair and Accountability Act (Senate Bill 1), grant programs included in the California annual budget, and Southern California Association of Governments grant programs for transportation planning, programs, and projects.

Potential Federal Funding:

President Biden signed the Bipartisan Infrastructure Investment and Jobs Act (Bipartisan Act) in November 2021 which will invest \$1.2 trillion over eight years in physical infrastructure. The legislation reauthorizes roughly \$840 billion for surface transportation and water infrastructure programs over the next five years and provides \$550 billion in new spending for roads and highways, bridges, public transit, rail, water, traffic safety, broadband, energy resiliency, and more. The legislation funds roughly 100 programs, predominately in the form of State apportionments, formula and discretionary grants, and competitive grants for which VCTC can apply.

Potential State of California Funding:

In 2017, California passed the Road Repair and Accountability Act (SB 1) which significantly increased state-administered competitive grant programs, including \$100 million per year for the Active Transportation, \$245 million per year for the Transit Capital

and Intercity Rail, \$250 million per year for Solutions for Congested Corridors, and \$330 million per year for Trade Corridor Enhancement.

Governor Newsom released a \$286.4-billion proposed State budget, including a considerable surplus, focused on COVID-19, climate change, homelessness, inequality, and keeping streets safe. In addition, the Governor released a five-year infrastructure plan that builds on infrastructure investments with an additional \$20 billion to accelerate the transition to zero-emission vehicles, modernize the state's transportation system, spur clean energy innovation, advance the state's housing goals, reduce wildfire risk to communities, and support drought resilience and response. California will receive an estimated \$14 billion of additional funding from federal Infrastructure and Jobs Act over the next five years, with potentially billions more in additional formula funding allocations and competitive grant opportunities still to be determined.

Ventura County is the only one of the six Southern California Association of Governments counties without a local sales tax dedicated to transportation. Many important transportation projects and services face funding shortfalls that require support from the Federal and State governments, and without a dedicated local funding source, limited available funding for a local match affects competitiveness for grants.

1.3 Goals

This RFQ has several main goals:

- Maximize additional grant funding to VCTC for eligible projects/services.
- Have a high success rate of securing awarded grant funding.
- Provide support and capacity for grant research and grant writing to VCTC to increase the likelihood that additional funding can be secured to support the Commission's priorities.

1.4 Award Terms

This contract will be for a period of three years with the option to renew for two additional one-year periods. The total contract term will not exceed five years.

2 SCOPE OF WORK

2.1 Description of Services

This opportunity is to establish a bench of qualified grant writers to offer grant writing services and transit management support services to VCTC. Assistance includes, but is not limited to:

Research – Research and identify potential grant funding sources through federal, state, regional, and philanthropy/private foundations. Research shall include grant requirements and criteria; matching fund requirements; reporting requirements; and terms and conditions of the grant. Obtaining relevant information from multiple stakeholders, bringing together stakeholders, and taking the lead in scheduling as-needed meetings, i.e., project management. Attend grant overview webinars or

seminars to understand grant requirements, scoring rubrics, background, and any other publicly available grant or presented information.

Grant Writing – Facilitate and compose responses to federal, state, regional, and/or philanthropic grant proposals that may range from simple to complex. This includes requesting information and conducting research; synthesizing gathered information and transforming it into compelling narratives, exhibits, attachments, and other supplemental materials that demonstrate eligibility, need and competitiveness of the grant request; draft letters of support; prepare grant budgets and budget justifications; provide information to be used in and attached to Commission staff reports; upload information into agency grant portals and conduct a QA/QC process to ensure accuracy and completeness; and prepare and manage grant application submittal schedule, milestones and VCTC staff review/approval timeline to successfully submit grant applications by their stated due date.

Understanding all grant eligibility information, application submittal requirements, grant portal system requirements, and all nuances to each grant application process; collecting grant application instructions and information and tracking FAQs and guideline changes.

Ensuring that all required components of each proposal are included in submission; ensuring adherence to grant evaluation criteria and ensuring each grant package is timely and correctly prepared in accordance with the requirements and restrictions of its respective funders' portal and technical submission requirements.

Providing budget guidance and justifications in alignment with VCTC policies and personnel guidelines and in conformance with grant solicitation requirements. Discussing with granting agency to understand emphasis of grant.

Editing draft proposals for consistency of messaging, ensuring integration of grant requirements and succinctness prior to City final review and submittal to funder.

Organizing facts, data, statistics, and narrative collected and written as a part of assigned projects, developing tabular or graphic data displays as appropriate, and making those items available to VCTC for future use.

Collecting all materials prepared for any grant application and submitting final versions to VCTC as part of a close-out process. Any and all information prepared as a part of any grant application will be owned by VCTC.

2.1.1 Performance Metrics

The table below highlights the targets that will be tracked and reviewed collaboratively with the awarded contractors during the contracts. This list is an indication of the performance metrics of interest to VCTC and is not exhaustive or final. The final set of performance metrics and frequency of collection will be negotiated by the successful applicants and VCTC prior to the finalization of agreements between parties and may be adjusted over time as needed.

METRIC	DESCRIPTION
1. Grant Applications	<ul style="list-style-type: none"> a. Number of grant applications completed b. Total dollar amount of grants awarded c. Number of grants awarded d. Win rate calculated by rate of proposals funded/proposals submitted e. Percent of grant applications submitted early/on time
2. Research	<ul style="list-style-type: none"> f. Number of grant opportunities identified g. Amount of funding awarded from new grant opportunities
3. Transit Management Support	<ul style="list-style-type: none"> h. Number and quality of Compliance Reviews completed i. Number of Programming documents prepared

2.1.2 Contract Management

VCTC Programming and/or Planning Department Staff will oversee management of the awarded contracts by providing regular and annual tasks as needed that include setting up and managing the contracts and coordinating requests to utilize vendors from the qualified bench. VCTC Staff will be responsible for conducting a quote process specific to their needs to select a qualified vendor from the bench and will be responsible for active contract management with the selected vendor.

2.1.3 Contract Payment

VCTC will issue payment based upon services rendered. After a contract is finalized and work is performed, the Contractor shall invoice VCTC based on the vendor's established rates and the agreed upon scope of work. VCTC will remit payment within 30 calendar days of being billed.

3 How Consultants will be Selected

3.1 Minimum Qualifications

The providers qualified for selection shall:

- Be a grant writing consultant or firm offering tailored grant writing and transit administrative services to government agencies
- Have at least five (5) years' experience providing grant writing services for a range of simple to complex federal, state, regional, and philanthropic grants to government agencies
- Be familiar with transportation and transit agencies operations, administration, and planning, and with state and federal grant requirements and procedures.
- Have familiarity with current procedures for submission of applications under grants.gov, including the use of Workspace, preparation of SF-424s and other relevant Federal forms, and similar knowledge of FEMA and other portal requirements.
- Have experience producing grant deliverables under tight deadlines
- Have strong project management and administration skills
- Be able to apply an equity lens throughout the grant application process

Desirable Qualifications are:

- Knowledge of VCTC, Ventura County, and associated funding needs
- Employ staff who are representative of the diverse Ventura County community
- Understand issues of racial equity and the ability to communicate racial equity considerations in grant applications
- Experience in performing benefit/cost analysis, especially using the Caltrans "Cal B/C" model.

3.2 Evaluation Criteria

Statements of Qualifications (SOQ) shall be consistently evaluated based on the following criteria:

CRITERIA
<p>1. Organizational Capacity & Experience</p> <ul style="list-style-type: none">• Demonstrates the firm has successfully written grants that have secured regional, state, and federal funding for government agencies<ul style="list-style-type: none">○ Success rate (number of grants written, number of grants awarded, percentage of successful grants)○ Staff bandwidth to work within grant due dates• Must have 5 years of experience producing and completing, competitive federal, state, regional, and foundation grant applications.
<p>2. Organizational Capacity & Experience</p> <ul style="list-style-type: none">• Demonstrates the firm has successfully written grants that have secured regional, state, and federal funding for government

<p>agencies</p> <ul style="list-style-type: none"> ○ Success rate (number of grants written, number of grants awarded, percentage of successful grants) ○ Staff bandwidth to work within grant due dates ● Must have 5 years of experience producing and completing, competitive federal, state, regional, and foundation grant applications, including by electronic or online application processes.
<p>3. Organizational Capacity & Experience</p> <ul style="list-style-type: none"> ● Demonstrates the firm has successfully written grants that have secured regional, state, and federal funding for government agencies <ul style="list-style-type: none"> ○ Success rate (number of grants written, number of grants awarded, percentage of successful grants) ○ Staff bandwidth to work within grant due dates ● Must have 5 years of experience producing and completing, competitive federal, state, regional, and foundation grant applications, including by electronic or online application processes.
<p>4. Method of Approach</p> <ul style="list-style-type: none"> ● Methodology of obtaining research and data ● Ability to describe the firm's grant writing method that will achieve successful results ● Provide grant writing samples that demonstrate quality, cohesiveness, persuasiveness, compelling nature, succinctness, logic, ease of comprehension, attention to detail, clear and consistent formatting, skillful graphic displays of data, and correct and meaningful application of facts and statistics. ● Demonstrate the firm's success rate in securing grant awards as a result of the firm's grant writing abilities
<p>5. Communications & Reporting</p> <ul style="list-style-type: none"> ● Demonstrates the ability to work with VCTC Staff to ensure the grant is submitted by the deadline
<p>6. Reasonableness of Cost</p>

3.3 Selection Process & Timelines

EVALUATION STAGE	ESTIMATED DATE	DESCRIPTION
Evaluation of Narrative & Cost Proposals	July 29, 2022	<ul style="list-style-type: none"> - An Evaluation Committee will review SOQs to select the submissions that best meet the needs of VCTC. - Evaluations will be conducted using a methodology derived from the evaluation criteria listed in Section 3.2.
Interviews	Week of August 1,	VCTC may elect to interview one, some, or all proposers.

	2022	
Negotiation & Contractor Selection	August 12, 2022	Selected Contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. If contract negotiations cannot be concluded successfully, VCTC reserves the right to negotiate with another Contractor or cancel the RFP. Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached.
Estimated Contract Execution	August 19, 2022 / Ongoing	
Contractor Debrief	After Selected Contractors Have Executed Contracts	Successful and unsuccessful proposers are encouraged to request phone call or virtual meetings with VCTC to discuss the strengths and weaknesses of their SOQ. The intent of the debrief is to provide the proposer with constructive feedback to equip them with information to meet VCTC's needs and be successful in future proposals.

4 Proposal Instructions & Content

4.1 Proposal Timelines & Instructions

MILESTONE	TIME (PACIFIC) & DATE	LOCATION/ADDITIONAL INFORMATION
Release date	June 3, 2022	
Questions due to VCTC	June 10, 2022	Submit all inquiries via email to:
Posting of the Q&A	June 17, 2022	Responses to the questions will be available on VCTC's website at: https://www.goventura.org/work-with-vctc/contracts
Proposals due	July 15, 2022	<ul style="list-style-type: none"> Proposals should be submitted via email electronically to: afagan@goventura.org Late proposals will not be accepted. Proposers are responsible for submitting their proposals completely and on time.

4.2 Proposal Content

Complete SOQs will include the following. Proposers are encouraged to use this table as a checklist to ensure all components are included in their proposal.

Proposal	
Narrative Proposal	The Narrative Proposal should provide a straightforward, concise delineation of capabilities to satisfy the RFQ. Guidance on preparing an SOQ is detailed below in Section 5.3.
Cost Proposal	A detailed hourly rate schedule for key staff, and/or other basis for fee
Proposal Appendices	
Financial Stability	Proposers should include one or more of the following financial statements to provide VCTC with enough information to determine financial stability of the Proposer and subcontractor. <ul style="list-style-type: none"> • Financial Statement or Annual Report • Business tax return • Statement of income and related earnings
Other Addenda (if applicable)	Colored displays, promotional materials, or other collateral are not necessary or desired. However, if a complete response cannot be provided without referencing supporting documentation, it may be provided as an addendum clearly cited in the Narrative or Cost Proposal.
Mandatory Attachments	
Insurance	As a condition precedent to the execution of an Agreement, Contractor shall procure and maintain at Contractor's expense for the duration of the Agreement (from an insurance company that is authorized to write insurance in the State of California or that has a rating of or equivalent to an A:VII by A.M. Best and Company) insurance coverage that meets the requirements defined in Appendix A of this RFQ.
Non-Mandatory Attachments	The following are required for awarded Contractors prior to contract execution. If possible, Proposers are encouraged to include this information as part of their proposal to expedite processing.
W-9	
Proof of Registration with Secretary of State	

4.3 Narrative SOQ Template

An editable version of the template below has been posted to the VCTC Contracts website. Proposers should complete the editable template and submit as their narrative SOQ.

4.4 Organizational Capacity & Experience

Proposer Contact Info		
Organization	Company Name	
	Company Address	
	Website	
	Federal Tax ID Number	
Authorized Representative	Name	
	Title	
	Email Address	
	Phone Number	
Other Point of Contact (if required)	Name	
	Title	
	Email Address	
	Phone Number	

Proposer Capacity & Experience	
What type of enterprise is the organization?	<input type="checkbox"/> Non-Profit <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> General Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> State and Date of incorporation: <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other
Describe the firm's experience that prepares you to successfully produce complete, competitive federal, state, and foundation grant applications, including by electronic or online application processes. This should include a summary of consultant/firm's demonstrated capability, including length of time that your firm has provided grant writing services, staff credentials, and the success rate of grant awards.	

<p>Describe your grant writing method. This should include a description of how the grant writer begins an assignment; collects and organizes facts, data, statistics; composes the required content/narratives and prepares maps and supporting materials; provides deliverables for review and approval; and manages the submittal timeline.</p>	
<p>Provide grant writing samples including but not limited to: quality, cohesiveness, persuasiveness, compelling nature, succinctness, logic, ease of comprehension, attention to detail, clear and consistent formatting, skillful graphic displays of data, and correct and meaningful application of facts and statistics.</p>	
<p>Describe the consultant/firm's success rate in securing grant awards as a result of their grant writing abilities. This should include a demonstration of the breadth and depth of grant types, and the volume of grants written, a list of 3 – 5 most recently submitted grants on behalf of government agencies, including: entity names, dates work was performed, funding source, funding amount requested and award status. Provide two samples of narratives from successful grant proposals written by personnel assigned that demonstrates the consultant/firm's abilities.</p>	
<p>Describe the consultant/firm's bandwidth and availability, as well as the processes for assigning a grant writer to a grant writing assignment.</p>	
<p>How many employees does the organization have in total? Where are the representative(s) that would service the VCTC account located? Who are the key staff involved in the project? For each, please provide a name, title, and resume either as an attachment or one paragraph description.</p>	
<p>How will you work with the VCTC staff to ensure the grant is submitted by the deadline?</p>	

Does the proposal include subcontractors?	<input type="checkbox"/> Yes
	<input type="checkbox"/> No

4.5 REFERENCES

Reference 1	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
Reference 2	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
Reference 3	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	

SUB CONTRACTOR CONTACT INFORMATION (if applicable)

Please provide this information for all subcontractors included in this proposal.

Organization	Company Name	
	Company Address	
Authorized Representative	Name	
	Title	
	Email Address	
	Phone Number	
Other Point of Contact (if required)	Name	
	Title	
	Email Address	
	Phone Number	
Subcontractor Capacity & Experience	What type of enterprise is the organization?	<input type="checkbox"/> Non-Profit
		<input type="checkbox"/> Sole Proprietorship
		<input type="checkbox"/> General Partnership
		<input type="checkbox"/> Corporation

		State and Date of Incorporation:
		<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other: _____
Which specific requirements of this RFP will the subcontractor perform?		
Is the subcontractor registered with the California Department of Industrial Relations? If yes, provide registration number.		
Please describe why the organization is qualified to provide the services described in this RFQ (1-2 paragraphs).		
Please describe the length of time the organization has been providing the services described in this RFP (1-3 sentences).		
How many employees does the organization have?		
Where are the representatives located that would service the VCTC account?		
Who are the key staff involved in the project? For each, please provide a name, title, and resume either as an attachment or one paragraph description.		

5 TERMS & CONDITIONS

5.1 Acronyms/Definitions

1. Awarded Contractor: The organization/individual that is awarded a contract with the Ventura County Transportation Commission for the services identified in this RFP.
2. Commission: The Ventura County Transportation Commission and any department identified herein.
3. Contractor / Proposer: Organization/individual submitting a proposal in response to this RFQ.
5. Evaluation Committee: An independent committee comprised solely of representatives of VCTC established to review proposals submitted in response to the RFQ, evaluate the proposals, and recommend selection of a proposal(s) to Commission.
6. May: Indicates something that is not mandatory but permissible.
7. RFQ: Request for Qualifications.
8. Shall / Must: Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
9. Should: Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, VCTC may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information.
10. Subcontractor: Third party not directly employed by the Proposer who will provide services identified in this RFQ.
11. Acronyms or terms used in the Scope of Work or Additional Requirements from Funding Source.
 - a. FEMA: Federal Emergency Management Agency
 - b. IIJA: Infrastructure Investment and Jobs Act
 - c. SB: Senate Bill
 - d. SF-424: Application for Federal Assistance
 - e. SCAG: Southern California Association of Governments

5.2 Solicitation Terms & Conditions

1. VCTC reserves the right to alter, amend, or modify any provisions of this RFQ, including modification of the RFQ deadlines and schedule, or to withdraw this RFQ, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of VCTC to do so.
2. VCTC reserves the right to request clarification of any proposal term from Proposers.

3. VCTC may contact the references provided; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

4. The type of documentation required from the Proposer to satisfy VCTC will be commensurate with the size and complexity of the contract and Proposers should submit accordingly. If the information submitted by the Proposer, or available from other sources, is insufficient to satisfy VCTC as to the Proposer's qualifications, experience and/or contractual responsibility, VCTC may request additional information from the Proposer or may deem the proposal non-responsive.

5. VCTC reserves the right to waive informalities and minor irregularities in proposals received and/or the RFQ process .

6. VCTC reserves the right to reject any or all proposals received prior to contract award; to negotiate with any, all, or none of the Proposers; and to award a contract to one or more Proposers. If agreement cannot be reached with the highest-ranked firm, VCTC may terminate negotiations with that firm and commence negotiations with the next most qualified firm. If VCTC is unable to negotiate a satisfactory agreement with the top-ranked Proposer, with terms and conditions VCTC determines, in its sole judgment, to be fair and reasonable, then VCTC may commence negotiations with the next most qualified Proposer in sequence, until an agreement is reached. If necessary, VCTC may repeat this process until a final contract has been negotiated or VCTC may make a determination to reject all submittals and not enter into an agreement with any Proposer.

7. VCTC's determination of the Proposer's responsibility, for the purposes of this RFP, shall be final.

8. Unless otherwise specified, VCTC reserves the right to award contracts to multiple contractors.

9. VCTC shall not be obligated to accept the lowest priced proposal but will make an award based on the best interests of the Commission after all factors have been evaluated.

10. Any irregularities or lack of clarity in the RFQ should be brought to the VCTC Staff designee's attention as soon as possible so that corrective addenda may be furnished to Proposers.

11. Any final contract will include VCTC's standard insurance and indemnification requirements, substantially in the form outlined in Appendix A. Proposals must include any exception to VCTC's standard insurance and/or indemnification requirements and shall include any and all of Proposer's proposed terms and conditions, including, the Proposer's standard contract language. The omission of these documents may render a proposal non-responsive.

12. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFQ or by addendum or amendment.

13. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

14. Proposals may be withdrawn by written notice received prior to the proposal opening time.

15. The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement, or disclosure with or to any other Contractor or prospective Contractor.

16. No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.

17. Prices offered by Proposers in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFQ. No other costs, rates or fees shall be payable to the awarded Contractor for implementation of their proposal.

18. VCTC is not liable for any costs incurred by Proposers prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFQ, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by VCTC.

19. Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label applicable parts of a proposal as "CONFIDENTIAL." By submitting a proposal, Proposer thereby agrees to indemnify, defend, and hold harmless VCTC for any costs associated with withholding such information marked confidential and/or otherwise honoring such a designation by Proposer. The failure to label information as confidential prior to submission of a Proposal shall constitute a complete waiver of any and all claims for damages caused by any release of the information by VCTC.

20. A proposal submitted in response to this RFQ must identify any subcontractors and outline the contractual relationship between the Proposer and each subcontractor. An official of each proposed subcontractor must sign and include as part of the proposal submitted in response to this RFQ, a statement to the effect that the subcontractor has read and will agree to abide by the Proposer's obligations. VCTC may approve or disapprove the use of particular subcontractors.

21. If the Contractor elects to use subcontractors, VCTC requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which VCTC will be notified of such payments.

22. Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFQ. Any such relationship that might be perceived or represented as a conflict should be disclosed. VCTC reserves

the right to disqualify any Proposer on the grounds of actual or apparent conflict of interest.

23. Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. VCTC reserves the right to reject any proposal based upon the Proposer's prior history with VCTC or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

24. VCTC reserves the right to negotiate final contract terms with any Proposers selected. The contract between the parties will consist of the RFQ together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of VCTC during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFQ, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

25. VCTC will not be responsible for or bound by any oral communication or any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the VCTC Contact.

26. Any contract resulting from this RFQ shall not be effective unless and until approved by the Commission or Executive Director, as applicable.

27. VCTC will not be liable for Federal, State, or Local excise taxes.

28. Submission of a proposal for this RFQ shall constitute an agreement to all terms and conditions specified in the RFQ, , except such terms and conditions that the Proposer expressly excludes.

29. Proposer understands and acknowledges that the representations above are material and important and will be relied on by VCTC in evaluation of the proposal. Any Proposer misrepresentation shall be treated as fraudulent concealment from VCTC of the true facts relating to the proposal.

30. Proposals shall be kept confidential until a contract is awarded.

31. No announcement concerning the award of a contract as a result of this RFQ may be made without the prior written approval of VCTC.

5.3 Contract Terms & Conditions

1. The awarded Contractor will be the sole point of contract responsibility. VCTC will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.

2. The awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by VCTC. Work on the contract shall not begin until after the awarded Contractor has submitted acceptable evidence of the required insurance coverages.

3. All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 et seq. of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

4. Contractor shall indemnify, protect and hold harmless VCTC, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Project's Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

5. In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by VCTC, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. VCTC shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

6. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by

the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

7. If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor. If the Contractor elects to use subcontractors, the Contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

8. The provisions of this Section shall survive the expiration or termination of this Contract.

5.4 Protest Procedures

See Appendix B for Protest Procedures.

Appendix A. Insurance Requirements/Indemnification Requirements

VCTC CONTRACTOR INSURANCE REQUIREMENTS

Before beginning any work under this RFP, Contractor, 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 Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor 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. Contractor 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 Contractor's Proposal. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s). Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

1. Workers' Compensation. Contractor 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 Contractor. 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, Contractor 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 Contractor, 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.

2. Commercial General and Automobile Liability Insurance.

2.1 Commercial General Liability (CGL). Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2.2 Automobile Liability. Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

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 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.

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 Contractor to comply with reporting provisions of the policy shall not affect coverage provided to VCTC and its officers, employees, agents, and volunteers.

3. Professional Liability Insurance.

3.1 General requirements. Contractor, 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 **\$2,000,000** per claim 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.

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, Contractor 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 Contractor's sole cost and expense, any extended reporting provisions of the policy, if the Contractor 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. All Policies Requirements.

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.

4.2 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall furnish VCTC with complete copies of all policies delivered to Contractor 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 Contractor beginning work, this shall not waive the Contractor's obligation to provide them. VCTC reserves the right to require complete copies of all required insurance policies at any time.

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, Contractor shall provide written notice to VCTC at Contractor's earliest possible opportunity and in no case later than ten (10) working days after Contractor is notified of the change in coverage.

4.4 Additional insured; primary insurance. VCTC and its officers, employees, agents, and volunteers shall be covered on the General Liability and Automobile Liability policies as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including VCTC's general supervision of Contractor; products and completed operations of Contractor, as applicable; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor 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.

4.5 Deductibles and Self-Insured Retentions. Contractor shall disclose to and obtain the approval of VCTC 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 Contractor'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, Contractor 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 Contractor 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.

4.6 Subcontractors. Contractor 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.

4.7 Wasting Policy. No insurance policy required by Section 4 shall include a "wasting" policy limit.

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.

5. Remedies. In addition to any other remedies VCTC may have if Contractor 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 Contractor's breach:

Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or terminate this Agreement.

VCTC CONTRACTOR INDEMNIFICATION REQUIREMENTS

Contractor 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 Contractor or its employees, subconsultants, or agents. The foregoing obligation of Contractor 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 Contractor or its employees, subconsultant, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

Appendix B. 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

A. 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

A. 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

a. 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

a. A written recommendation by, or on behalf of, the Executive Director that VCTC award a contract to a particular bidder or proposer.

1. This policy does not govern any VCTC staff decision not listed in this Section II.A.

1. 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.

1. 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.

A. **FILING A PROTEST**

1. Protests maybe 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.

1. 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.

1. 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.

1. 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.

1. 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.

A. 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

a. The time, date and place of the meeting described in Section C.2, below.

1. 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

1. 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.

A. 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.

1. 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.

1. 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.

A. 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.

a. 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;

a. Given written notice to all Interested Parties of the time, date and place of the VCTC meeting at which the protest will be considered.

1. 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.

a. All written comments received within the submittal period described in Section E.1(b), above.

a. 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.

A. 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.

1. 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

a. Make findings and adopt a decision different from the findings and intended decision of the Executive Director; or

a. Elect to defer its decision and direct VCTC staff to:

i. Further investigate the protest; or

i. 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 F.

5114969.1