



HUMAN RESOURCES CONSULTING SERVICES REQUEST FOR PROPOSALS (RFP)

**EXTENSION DATE OF PROPOSALS ARE DUE AT THE VCTC OFFICE
LOCATED AT 751 E. Daily Drive, Suite 420
CAMARILLO, CA 93010
ON FRIDAY, AUGUST 19, 2022
NO LATER THAN 3:00PM PDT**

**(For more information, please contact Martin Erickson, VCTC, at (805) 642-1591 ext. 123
or email to: merickson@goventura.org)**

A. INTRODUCTION

Ventura County is a diverse coastal county with a population of approximately 850,000, encompassing both urban and rural areas. The Ventura County Transportation Commission (VCTC) is a regional transportation planning agency committed to keeping Ventura County moving. By working in close partnership with each of the cities and the County, the VCTC is ever mindful of maintaining the character of Ventura County while prioritizing transportation investments.

The VCTC is responsible for countywide transportation planning, programming transportation funds, managing and providing transportation programs and services, delivering transportation projects, and setting transportation priorities. In addition, VCTC provides commuter bus service connecting the various urbanized areas, as well as local bus service under the brand name "Valley Express" in the cities of Santa Paula and Fillmore and the adjacent unincorporated area. VCTC has approximately 23 full time employees.

B. BACKGROUND

VCTC is seeking written proposals from qualified CONTRACTOR(s) to provide professional human resources consulting services on an as-needed basis.

C. SCOPE OF SERVICES

CONTRACTOR(s) shall be responsible for a variety of personnel consulting services as specified by VCTC for its 23 employees. CONTRACTOR(s) should submit a proposal for services that may include:

- Classification and Compensation Studies
- Recruitment, Examination and Selection
- Benefit Administration
- Organizational Studies
- Employee Relations (investigations, mediation, etc.)
- Labor Relations
- Coaching (executive, leadership development, career, onboarding, enhancing performance/behavior, supervisor /manager, succession planning, team building, etc.)
- Conflict Resolution
- HR Administrative Services (policy development and review, compliance audits, etc.)

CONTRACTOR(s) will provide services only when authorized by the Executive Director, or individual designated by Executive Director.

D. CONTRACT TERM

The Contract shall be for a period from September 9, 2022, to June 30, 2025. There shall be two (2) optional one-year extensions, to June 30, 2027.

It is the intent of VCTC to contract for the services presented herein for a term of three (3) years. VCTC reserves the right to extend the term of this contract for two (2) additional one-year terms subject to the satisfactory negotiation of terms, including a price acceptable to both the agency and the selected firm and concurrence of the Commission. The proposal package shall present all-inclusive human resource professional service fees for each year of the contract term.

E. PRICE

This contract shall be a firm fixed price contract, with payment based on hourly contract performance. The Contractor shall propose a not-to-exceed price for the base contract period and two one-year extensions, based on the scope of work described herein. Increases or reductions beyond these ranges will be subject to contract price renegotiation.

Fees shall include costs for each year including the two additional one year options. An itemized cost break down shall be submitted for all proposer's staff. VCTC requires the total costs be stated as a "not to exceed" basis. The "not to exceed" fee shall be inclusive of labor, travel, report preparation, printing, and all other expenses incurred by the contractor.

Fees shall be billed monthly based on work completed. Payments will be made in arrears. VCTC shall reimburse the contractor as promptly as practical after receipt of acceptable invoices which detail expenses, hours worked and the period for which payment is requested.

F. CONTRACTOR SELECTION SCHEDULE

June 3, 2022:	Issue RFP
June 30, 2022:	Deadline for Submittal of Questions
July 18, 2022:	Proposals due by 3:00 at VCTC office 751 E. Daily Drive, Suite 420, Camarillo, CA 93010
Week of August 8th:	VCTC review/ranking of proposals; VCTC may interview proposers
September 9, 2020:	VCTC Board approval of contract with selected proposer

G. SUBMISSION OF QUESTIONS

Any questions or clarifications regarding this RFP should be submitted in writing to Martin Erickson, Executive Director, at merickson@goventura.org no later than June 30, 2022.

H. CONTRACTOR SELECTION PROCESS

Five (5) paper copies and one (1) electronic copy of the proposal shall be submitted by 3:00 p.m. July 18, 2022, to:

Ventura County Transportation Commission
Attention: Martin Erickson
751 E. Daily Drive, Suite 420, Camarillo, CA 93010

Proposals may be reviewed by a selection committee of VCTC. Interviews will be arranged with some or all proposers via ZOOM during the week of August 8 – 12, 2022. The evaluation of the selection committee shall be advisory in that VCTC is not bound to award the contract based on the committee's recommendation.

The proposals will be ranked in accordance with the criteria described in the Proposal Evaluation section of this RFP.

I. PROPOSAL INFORMATION AND CONTENT

Proposals should be organized as follows:

1. Title Page – Indicate RFP subject, name of Proposer's firm, local address, telephone number, name of contact person, and date of proposal.
2. Transmittal Letter – Briefly state the proposer's understanding of the work to be done and make a positive commitment to perform the work within the specified time period. Provide the names and titles of individuals authorized to make representations for the proposer. The letter should state that proposals are valid for a 90-day period.
3. Table of Contents – Include a clear identification of the material required in the RFP by section and page number.
4. Project Understanding – Clearly convey that the Contractor understands the nature of the work, and issues related to human resources consulting for VCTC.
5. Qualifications of Firm – Provide a brief statement of similar projects performed. Provide a list of references for which similar work has been performed for similar government agencies, specifying work performed.
6. Qualifications of Staff - Provide a summary of the qualifications of the individuals who will be assigned to this contract, emphasizing how the qualifications apply to this work scope. Please emphasize the specific qualifications and experience from projects similar to this project for the key team members. Key team members are expected to be committed for the duration of the project. Project staff resumes should be provided as an appendix to the RFP. Please include years performing this type of work and education.

7. References – For each key team member, provide at least one but up to three references (names and current phone numbers) from recent work (previous three years). In addition, please provide a list of all current contracts. Include a brief description of each project associated with the reference, and the role of the respective team members.
8. Budget – Indicate the number of anticipated hours by the Project Manager and key team members per year. The estimated level of hours for other staff can be summarized in general categories.
9. Price Proposal – Include a fixed price proposal with a not-to-exceed price by year for the three-year contract term and two optional one-year extensions.

The forms and certifications provided in the appendices are a part of this RFP. The completed and signed forms and certifications shall be included as appendices to the proposal.

J. PROPOSAL EVALUATION

Proposals will be evaluated using the following criteria and weighting:

Experience of Firm with Similar Projects	20%
Qualifications of Proposed Staff	25%
Understanding of Work & Proposed Approach	20%
References	10%
Cost	25%

To be considered responsive to the RFP, proposals must document the availability of staff to address the work scope. During the course of the contract, should staff become unavailable, VCTC will have grounds for a letter to cure.

VCTC staff shall provide the final scoring, taking into account the scoring of the evaluation committee (if VCTC determines to use a committee), both in terms of the total of the committee member scores and the number of committee members giving their top scores to each candidate.

H. Reservations

In conducting this RFP, VCTC reserves the right to:

1. Accept, reject any or all submittals, or any item or part thereof;
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;
14. Waive informalities and irregularities in Proposals or the selection process.

I. Insurance, Indemnification, and Standard Terms

Any final contract will include VCTC's standard insurance and indemnification requirements outlined in Attachment A. 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.

ATTACHMENT A—INSURANCE AND 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.

2.3 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.

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

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 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 Consultant or its employees, subconsultants, 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 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.

ATTACHMENT B

Attachment B - Certification Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion

The firm of _____ certifies by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or VCTC. The above agency further certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et. Seq. are applicable thereto.

Where the agency is unable to certify any of the statements in this certification, such Participant shall attach an explanation to this proposal.

Authorized Official

Title of Authorized Official

Date

ATTACHMENT C

Attachment C - Worker's Compensation Insurance Certification

As required by Section 1860 of the California Labor Code (Chapter 1000, Statutes of 1965), the Contractor shall secure the payment of Workmen's Compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code and shall furnish VCTC with a certificate evidencing such coverage together with verification thereof as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

Authorized Official

Title of Authorized Official

Date