



Request for Proposals
Big Data License and Transportation
Analytics Dashboard

Summary

The Ventura County Transportation Commission is seeking proposals from qualified consultants to provide Transportation Data services for the purpose of analyzing traffic movements, patterns, and mobility within Ventura County, including the 10 cities and unincorporated areas. A detailed Scope of Work is attached.

Key Dates

Release Date: Monday, February 27th, 2023

Questions Due to VCTC: March 10th, 2023

Proposals Due: Friday, April 14th, 2023, no later than 4:00 p.m. Pacific

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

RFP Official Contact

Submit proposals electronically to:

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

The Ventura County Transportation Commission (VCTC) is soliciting proposals from qualified transportation analytics Consultants to provide probe-based Big Data collected from mobile devices and other sources for transportation performance monitoring and analysis. VCTC has identified potential for Big Data services across several programs and seeks to acquire a multi-agency license to replace legacy systems. VCTC has budgeted for a pilot program intended to provide access for all VCTC partner transportation agencies to assess Big Data for transportation planning and engineering purposes. VCTC intends to sign a 3-year contract which may be extended at the end of the pilot program term.

There are two areas of focus for which VCTC is seeking a solutions package utilizing probe-based Big Data: **A) Next Generation Speed Info System** and **B) a web-based dashboard** for congestion management and transportation planning analytics.

The Consultant shall provide a data license agreement that incorporates responsibility for system maintenance, service, and professional assistance to support agreed service levels for the system and coordinate enhancements as required.

The service will include the necessary technical support and training for VCTC staff and participating jurisdictions. Technical documentation and validation information shall be provided so VCTC staff can understand the nature of the data and calculations incorporated into the software.

VCTC requests that proposals include options for cost share, as applicable, among the jurisdictions that will be receiving the data, which may include some or all jurisdictions. The cost breakdown shall include an explanation of the pricing structure by the company. This explanation shall include how cost is determined, including varying thresholds where price may increase or decrease.

1.2 Goals

This RFP has several main goals:

- Provide Ventura County with Access to A Big Data License for Transportation Analytics
- Supply Caltrans District 7 with Real Time (Near Real Time) Speed Data to Maintain the Traveler Information System
- Support Transportation Planning and Congestion Management in Ventura County Through an Accessible Web-Based Dashboard

1.3 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

A. Next Generation Speed Info System

VCTC's legacy Speed Info System supplemented the Caltrans District 7 Traffic Management Center (TMC) with real-time speed data on US101, SR118, SR126 and SR23 freeways in Ventura County through a system of 100 doppler field devices. The Speed Info System became obsolete with the sunsetting of 3G cell service. VCTC seeks to procure a Big Data solution to provide Caltrans TMC with freeway speed data to support the traveler information system of changeable message signs.

VCTC seeks to implement a renewable data license agreement to provide an XML data feed of real-time traffic flow data to Caltrans District 7 Traffic Management Center (TMC) for internal use and to program travel time advisories for the system of highway changeable message signs. The data feed will meet specific standards as provided by Caltrans. Traffic speed and flow data must be provided in real-time or near-real-time with delays of no more than 5 minutes.

The Consultant will provide a data license for use by the Ventura County Transportation Commission (VCTC) and its partner agencies for comprehensive reliable real-time traffic speeds, counts and lane occupancy data for the major commute corridors within Ventura County.

VCTC will use the procured real-time traffic speed and flow data for internal traffic management purposes. VCTC may share the traffic flow data with Caltrans District 7 TMC for their internal use, or display via changeable message signs, and the RIITS for display on its regional traveler information website. Resulting outputs, including maps, descriptive statistics, or graphs, may be utilized for publication in VCTC or partner agency studies. Except as provided above and in accordance with applicable law, including the California Public Records Act, VCTC does not intend to transfer or distribute the data to parties outside those contemplated in this RFP.

B. Transportation System Analytic Dashboard

The Ventura County Transportation Commission is also interested in acquiring Big Data for the purpose of analyzing and understanding travel behaviors including traffic movements, patterns, and mobility within Ventura County and neighboring counties. VCTC regularly requires the collection of traffic data such as traffic volume counts, origin and destination studies, pedestrian and bicycle counts, freeway/highway speeds and delays to assess performance and impacts on the Ventura County transportation network. These data are typically collected on an as-needed basis for a specific study or project. VCTC is pursuing new ways to obtain large amounts of travel data, countywide, through the application of innovative technology to enable more robust traffic monitoring and assessment of travel patterns.

VCTC seeks to obtain Big Data services that will be provided by a cloud-based platform accessible through a web-based interface utilizing various sources such as geodata from locations-based services of mobile devices to provide insights into historical and current travel behavior. The data will be made available to VCTC, Ventura County local jurisdictions and other transportation partners. Services will also include availability of training and technical support.

The data must include complete coverage of the Ventura County road and highway network, including the 10 cities and the unincorporated County. The data will need to be accessible to all jurisdictions within the County and be provided on a platform that includes analytical tools.

The data should include the capacity for a wide range of transportation analysis, including but not limited to the following:

- Data query based on origins and destinations, trip purpose, trip distance, trip type, trip time and date, volumes, peak hour flows, mode split, trip routes, travel times, travel speeds, VMT, demographics, socioeconomics, and other features identified in the scoping process.
- Data query using standard geographies, such as Traffic Analysis Zones and Census Tracts
- Ability to query historical data, including one years' worth of data prior to the COVID19 stay-at-home order (March 2020)
- Data attributes provided for, but not limited to network coverage area, traffic speeds, travel time, frequency of data updates, reliability, historical data, network definition, privacy and anonymity.

Features and functionality:

- Provide metrics for use in planning and evaluating transportation projects and identifying travel behavior to and from specific locations
- Provide unlimited data requests and unlimited use of the platform's analytical tools, as they are developed and available during the period of the contract license
- Enable import and export of spatial data such as ArcGIS shapefiles and export analysis in file formats such as Excel and CSV
- Distinguish trips by mode of travel
- Provide calibration and validation reports and statistics such as confidence intervals for all estimates
- Ability to integrate local data into the analysis and calibration processes

The data service should have the following functions and features for performing analyses:

- Interactively analyze and visualize transportation network links and perform on demand analytics for determining trip information such as: average speeds, travel times and travel distances
- Determine traveler information including home/work locations, socio-demographics, in addition to trip purpose
- Analyze trips by analysis zones, time of day, specific dates and date ranges, trip length, speed, duration, demographics, and trip purpose

The Consultant proposal must demonstrate Consultant's ability to meet all technical capabilities stated above and work with VCTC to provide a Big Data pilot-program service that meets the County's transportation planning and engineering needs.

2.2 Submittal Requirements

Each submittal must include the following information:

1. Cover Letter

Provide a cover letter describing the consultant's interest and commitment to the proposed project. The cover letter must include the name, title, address, phone number, and email address of the individual to whom correspondence and other contacts should be directed during the selection process.

2. Executive Summary

Provide a summary of the qualifications and benefits of selecting the proposing company to perform the requested services.

3. Understanding of Scope of Work/Approach

The proposal shall demonstrate an understanding of the project objectives and the approach taken to implement all the major elements of the scope of work. The approach shall include potential strategies and considerations specific to the project. Include any additional task(s) that may add value to the project. Identify key assumptions for

clarification. The proposal shall include a detailed scope of work document based on the contents of this RFP.

4. Schedule

Provide a detailed project schedule, including project milestones, meetings and deliverables.

5. Cost Proposal

Provide a cost proposal that includes a detailed rate schedule for data license, technical support, and/or other basis for fee. The cost estimate shall include how the pricing is calculated based on items such as personnel names, classifications, hourly rates, overhead rates, services, or subscriptions, as applicable, and any other cost items necessary to performance the tasks listed in the scope of work. Detailed cost breakdown may be requested later. One signed copy of the cost proposal is required to be submitted.

VCTC requests that proposals include options for cost share, as applicable, among the jurisdictions that will be receiving the data, which may include some or all jurisdictions.

6. Experience

Identify any experience and history the firm has had performing this type of work (city, county and state levels) or service. Provide detailed information on projects with similar work. The referenced projects should be of comparable size, scope and magnitude where the above proposed approach/methodology was successfully implemented within the past five (5) years.

7. Data Profile

Define where the data collected, analyzed, and distributed is sourced. Clearly demonstrate the privacy protections in place for the data that is collected, analyzed, and distributed including anonymity maintenance of devices that may be used in tracking. Provide detailed information about how consistently the data is updated and any impact that may have on evaluation.

3 CRITERA

3.1 Evaluation

Proposals shall be consistently evaluated based on the following criteria:

EVALUATION CRITERIA
<p>1. TECHNICAL APPROACH</p> <ul style="list-style-type: none">• Demonstrates a clear understanding of project objectives• Tasks & approach clearly described• Creative/innovative approach• Proposed methodology is reasonable• Provided platform perform tasks flawlessly and ready to use• Platform/data integration plan in case of consortium

<p>2. CONSULTANT FIRMS:</p> <ul style="list-style-type: none"> • Knowledge/experience working with multiple agencies • Experience with providing planning analytic platform • Experience with consortium of multiple firms to deliver comprehensive services • Capability to reallocate resources as needed to meet project deliverables
<p>3. PROJECT MANAGEMENT</p> <ul style="list-style-type: none"> • Knowledge/experience of the project manager • Effective quality control measures/program • Capability to track and maintain the budget/schedule • Capability to work with multiple firms in case of consortium to provide quality services and schedule
<p>4. PROJECT COST</p> <ul style="list-style-type: none"> • Reasonable cost for services to be performed • Allocation of cost to tasks & services • Reasonable project cost distribution among participating firms in case of consortium
<p>5. REFERENCES</p> <ul style="list-style-type: none"> • Similar projects completed on time and within budget

3.2 Selection Process & Timelines

MILESTONE	TIME (PACIFIC) & DATE	LOCATION/ADDITIONAL INFORMATION
Release date	February 27, 2023	The RFP will be available on VCTC's website at: https://www.goventura.org/work-with-vctc/contracts
Questions due to VCTC	March 10, 2023	Submit all inquiries via email to: afagan@goventura.org
Posting of the Q&A	March 15, 2023	Responses to the questions will be available on VCTC's website at: https://www.goventura.org/work-with-vctc/contracts
Proposals due	April 14, 2023 No Later Than 4:00 p.m. Pacific time	<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.

Evaluation		An Evaluation Committee will review proposals to select the submission that best meet the needs of VCTC. Evaluations will be conducted using a methodology derived from the evaluation criteria listed in Section 3.
Interviews/Demonstrations (At VCTC's discretion)	April 24 – 26, 2023 (if needed)	VCTC may elect to interview one, some, none, or all proposers. Interviews may include a demonstration of proposer's data/analytics dashboard.
Selection		Selected Consultant(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 Consultant or cancel the RFP. Negotiations shall be confidential and not subject to disclosure to competing Consultant unless and until an agreement is reached, all in accordance with the applicable law, including the CPRA.
Contract Execution	May 12, 2023	

3.3 Proposal Content

Complete proposals 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 Scope of Work.
Cost Proposal	A detailed rate schedule for data license, technical support, and/or other basis for fee. VCTC requests that proposals include options for cost share, as applicable, among the jurisdictions that will be receiving the data, which may include some or all jurisdictions.
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

	<ul style="list-style-type: none"> • 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, Consultant shall procure and maintain at Consultant'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 RFP.
Non-Mandatory Attachments	The following are required for awarded Consultants 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 ORGANIZATION

4.1 Profile

Provide a firm profile describing history and the number of years the organization has been in business. The company profile information should be detailed and complete, and include the following information:

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	

Identify the functional and technical qualifications of staff assigned to perform the work. Brief resumes of key staff should be included. The submittal shall designate a project manager who will provide a single point of contact for the management and coordination of all aspects of the work. The project manager shall be responsible for coordinating and tracking all deliverables, communication with the VCTC program manager, communications with fellow licensees, and reporting of results and recommendations to VCTC and city and county partner jurisdictions. Identify the task leads, backup individuals, and individuals assigned to work with certain jurisdictions. All staff shall be clearly identified with their roles defined as well as their proposed work location during the program.

4.2 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	

5 TERMS & CONDITIONS

5.1 Acronyms/Definitions

1. Awarded Consultant: 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. Consultant / Proposer: Organization/individual submitting a proposal in response to this RFP.
5. Evaluation Committee: An independent committee comprised solely of representatives of VCTC established to review proposals submitted in response to the RFP, evaluate the proposals, and recommend selection of a proposal(s) to Commission.

6. May: Indicates something that is not mandatory but permissible.
7. RFP: Request for Proposals
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 RFP.

5.2 Solicitation Terms & Conditions

1. VCTC reserves the right to alter, amend, or modify any provisions of this RFP, including modification of the RFP deadlines and schedule, or to withdraw this RFP, 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 RFP 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 Consultants.
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 RFP should be brought to the VCTC Staff designee's attention as soon as possible so that corrective addenda may be furnished to Proposers if deemed necessary by VCTC.
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 RFP or by addendum or amendment.
13. Proposals which appear unrealistic in 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 Consultant or prospective Consultant.
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 Consultant agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Consultant 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 RFP, 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 and/or liability 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 RFP 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 RFP, 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 Consultant elects to use subcontractors, VCTC requires that the awarded Consultant 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 RFP. 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 RFP together with any modifications thereto, and the awarded Consultant'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 RFP, any modifications and clarifications to the awarded Consultant's proposal, and the awarded Consultant'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 RFP 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 RFP shall constitute an agreement to all terms and conditions specified in the RFP, 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 in accordance with applicable law, including the CPRA.

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

5.3 Contract Terms & Conditions

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

2. The awarded Consultant 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 Consultant 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. To the fullest extent permitted by law, Consultant shall indemnify, defend, protect and hold harmless VCTC, its Boards, Commissions, and their officials, employees and agents, and those of VCTC's partner agencies that utilize the subject data ("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) Consultant's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Consultant'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, reckless, or willful acts, errors,

omissions or misrepresentations committed by Consultant, its officers, employees, agents, subcontractors, or anyone under Consultant's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

5. In addition to Consultant's duty to indemnify, Consultant shall have a separate and wholly independent duty to defend Indemnified Parties at Consultant'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 Consultant shall be required for the duty to defend to arise. VCTC shall notify Consultant of any Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant, as may be reasonably requested, in the defense.

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

7. 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 CONSULTANT INSURANCE REQUIREMENTS

Before beginning any work under this RFP, 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 Proposal. 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.

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.

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 **\$2,000,000** 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 Consultant 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. 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 **\$2,000,000** per claim or per occurrence 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, 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. Cyber Risk and Privacy Insurance

Consultant and any subconsultant handling Personally Identifiable Information (as defined herein) under this Agreement shall maintain cyber risk coverages including network and internet security liability coverage, privacy liability coverage, first party privacy coverage, and media coverage. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information or information that can be linked to a specific individual, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other similar information (collectively, "Personally Identifiable Information"), stored or transmitted in electronic form. If such policy is written on a claims-made (rather than an occurrence) basis, Consultant and such subconsultant shall maintain continuous coverage in effect for the term of this Agreement and for at least one (1) year beyond the termination or completion of services.

5. All Policies Requirements.

5.1 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.

5.2 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.

5.3 Notice of 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, 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 cancelled, 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.

5.4 Additional insured; primary insurance. VCTC and its officers, employees, agents, and volunteers, and those of VCTC's partner agencies that utilize the subject data, 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 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.

5.5 Deductibles and Self-Insured Retentions. Consultant 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 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.

5.6 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.

5.7 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.

6. 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:

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

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 terminate this Agreement.

VCTC CONSULTANT INDEMNIFICATION REQUIREMENTS

To the fullest extent permitted by law, Consultant shall indemnify, defend, protect and hold harmless VCTC, its Boards, Commissions, and their officials, employees and agents, and those of VCTC's partner agencies that utilize the subject data ("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) Consultant's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Consultant'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, reckless, or willful acts, errors, omissions or misrepresentations committed by Consultant, its officers, employees, agents, subcontractors, or anyone under Consultant's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

5. In addition to Consultant's duty to indemnify, Consultant shall have a separate and wholly independent duty to defend Indemnified Parties at Consultant'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 Consultant shall be required for the duty to defend to arise. VCTC shall notify Consultant of any Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant, as may be reasonably requested, in the defense.

6. If Consultant elects to use subcontractors, Consultant agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Consultant. If the Consultant elects to use subcontractors, the Consultant 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.

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 Consultants 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.

- a. This policy specifies procedures for Interested Parties (as hereinafter defined) protesting the following staff actions:
- b. 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
- c. 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
- d. A written recommendation by, or on behalf of, the Executive Director that VCTC award a contract to a particular bidder or proposer.
- e. This policy does not govern any VCTC staff decision not listed in this Section II.A.

- f. 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.
- g. Materials submitted as a part of the protest resolution process will be available to the public except to the extent that:
- h. 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

- a. 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 Consultants who may respond, and professional service Consultants 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 Consultant, or in the interpretation of the provisions of such documents.
- b. 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.
- c. 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.
- d. 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.
- e. 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

- a. 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:
- b. 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
- c. The time, date and place of the meeting described in Section C.2, below.
- d. 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
- e. 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

- a. 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.
- b. 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.
- c. 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

- a. Following investigation, the Executive Director shall, within thirty (30) days, prepare and distribute to the protestor and all persons specified in Section B.5:
- b. 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.
- c. 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;
- d. Given written notice to all Interested Parties of the time, date and place of the VCTC meeting at which the protest will be considered.
- e. 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:
- f. The intended decision described in Section E.1(a), above.
- g. All written comments received within the submittal period described in Section E.1(b), above.
- h. 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

- a. 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.
- b. In rendering its decision on the protest:
- c. VCTC may adopted or amend the intended decision and findings of fact prepared by the Executive Director and Staff; or
- d. Make findings and adopt a decision different from the findings and intended decision of the Executive Director; or
- e. Elect to defer its decision and direct VCTC staff to:

- f. Further investigate the protest; or
- g. 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.

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