



**AGREEMENT BETWEEN
THE VENTURA COUNTY TRANSPORTATION COMMISSION AND
Innovative TDM Solutions**

This is Agreement by and between the Ventura County Transportation Commission, hereinafter referred to as VCTC, and **Innovative TDM Solutions** hereinafter referred to as CONTRACTOR, to provide database management services as outlined in their proposal dated _____, 20__ (the "Effective Date").

VCTC and CONTRACTOR agree as follows:

1. STATEMENT OF AGREEMENT

VCTC hereby engages CONTRACTOR, and CONTRACTOR hereby accepts such engagement, to provide Commuter Assistance Program management services. Contractor shall perform those services on the terms and conditions herein described, and as set forth in **Attachment A**, Scope of Work, to this Agreement. CONTRACTOR hereby affirms that it has the professional qualifications, experience and facilities to properly perform said services and hereby agrees to undertake and complete the performance thereof.

2. DESCRIPTION OF SERVICES

The services to be performed by CONTRACTOR are those set forth in **Attachment A**, Scope of Work, and further clarified in **Attachment B**, Proposal dated _____ of this Agreement. In the event of a conflict between any specific provision of this Agreement and any provision of **Attachment A or Attachment B**, the provisions of this Agreement shall prevail. In the event of any conflict between any provisions of **Attachment A and Attachment B**, the provisions of **Attachment A** shall prevail over conflicting provisions of **Attachment B**. All work by the CONTRACTOR shall be performed in a good and workmanlike manner.

3. COMPENSATION

3.1 - The total compensation payable by VCTC to CONTRACTOR for the above stated services shall not to exceed \$384,984.50 for the Initial Term beginning May 1,2023 and concluding June 30,2026. If VCTC elects to exercise one or both of its optional one-year extensions as outlined in Section 4, the total compensation payable by VCTC to CONTRACTOR for the above stated services for Option Year 4 shall not exceed \$129,863.76 and shall not exceed \$132,072.96 for Option Year 5, for a total not to exceed amount of \$261,936.72 for the full Option Term.

3.2 VCTC shall not be obligated to pay CONTRACTOR for costs incurred in excess of this amount unless received in writing and agreed to by VCTC prior to the commencement of the work.

3.3 - CONTRACTOR will invoice VCTC by completed task deliverables in accordance with the amended price proposal in Attachment 2 to this agreement. VCTC will pay CONTRACTOR within thirty (30) days of approved receipt of invoice. Each invoice shall be supported by an itemized statement of costs as specified in Contractor's Proposal and claimed to have been incurred by CONTRACTOR and its subcontractors in the performance of the Agreement during the period covered by each invoice. Costs in excess of those specified in the Contractor's Proposal in **Attachment** shall not be eligible for reimbursement.

4. TERM/PROGRESS AND COMPLETION

The Term of this Agreement shall commence on the Effective Date and shall continue for three (3) years and two (2) months thereafter ("Initial Term"), with the option for VCTC to extend the contract for two (2) additional one-year period upon written notice to CONTRACTOR ("Option Term"). CONTRACTOR shall commence work on the services to be performed upon full execution of this Agreement and shall consider full execution of this Agreement as Notice to Proceed. All services shall be completed in accordance with the Contractor's schedule, adjusted for start date, contained in Attachment B to this Agreement. Deviations from the schedule must be approved by VCTC in writing.

5. ASSIGNMENT AND SUBCONTRACTING

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

5.2 - CONTRACTOR shall complete all work under this Agreement and as set forth in Attachment A. Contractor may assign duties to another contractor or to any subcontractor only upon prior written consent of the VCTC. Any assignment or delegation without VCTC's prior written consent shall be void.

6. RELATIONSHIP OF THE PARTIES

CONTRACTOR is, and at all times retains the status of, an independent contractor and shall represent the will of VCTC only as to the results of the subject matter of this Agreement, and not as to the manner in which the services herein are performed, except as provided in Attachment A. CONTRACTOR shall have complete control and responsibility over the details and performance of the services herein required to complete the Agreement, and in no event shall CONTRACTOR be considered an officer, agent, servant or employee of VCTC.

7. KEY PERSONNEL

[INSERT NAME OF PROJECT MANAGER] is considered essential to the work being performed under this Agreement; substitution for this individual will not be made without the prior written consent of the VCTC.

8. INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and 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 or the general aggregate limit shall be twice the required occurrence limit.
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.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if consultant provides written verification it has no employees)

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the VCTC requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

Other Insurance Provisions

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

Additional Insured Status

The VCTC, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the CONTRACTOR's insurance coverage shall be primary insurance with respect to VCTC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the VCTC, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

Notice of Cancellation

Coverage shall not be canceled, except with 30 days' notice to the VCTC.

Waiver of Subrogation

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

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise accepted in writing by VCTC.

Claims Made Policies

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

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

Verification of Coverage

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

Subcontractors

CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

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

Deductibles and Self-Insured Retentions

CONTRACTOR shall disclose to and obtain the approval of VCTC for any self-insured retention and/or deductible of all insurance policies required by this Agreement before beginning any of the services or work called for by any term of this Agreement/approval of this agreement by VCTC. The VCTC may require CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Further, if any insurance policy required by this Agreement 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 must disclose the deductible.

9. PERMITS

CONTRACTOR shall, at CONTRACTOR's expense, obtain all necessary permits and licenses necessary to perform and complete the work under this Agreement, give all notices, and pay all fees and taxes required by law. Any permits required from VCTC shall be granted to CONTRACTOR at no cost.

10. INDEMNIFICATION

Notwithstanding the existence of insurance coverage required of CONTRACTOR pursuant to this Agreement, to the fullest extent permitted by law, CONTRACTOR shall save, keep, defend with counsel selected by VCTC, indemnify, and hold harmless VCTC and its appointed and elected officials, officers, employees and agents, from every claim or demand made and every liability, loss damage or expense of any nature whatsoever and all costs or expenses incurred in connection therewith, which arise at any time, by reason of damage to the property of, or personal injury to, any person, occurring or arising out of the performance of CONTRACTOR(including its officers, agents, employees, and subcontractors) of the work required pursuant to this Agreement, or by the negligent or wrongful acts or omissions of CONTRACTOR. CONTRACTOR's foregoing obligations include any such liability imposed by reason of any infringement or alleged infringement of rights of any person or persons, firm or corporation, in consequence of the use in the performance of the work by CONTRACTOR hereunder of any article or material supplied or installed pursuant to this Agreement. CONTRACTOR shall not be liable for claims, losses, damages or expenses caused by the willful misconduct or gross negligence of the VCTC.

NON-DISCRIMINATION

CONTRACTOR shall not discriminate in the hiring of employees or in the employment of subcontractors on the basis of sex, race, religion, age, natural origin, handicap, or any other basis prohibited by law. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act and applicable laws promulgated thereunder.

11. RECORDS AND AUDITS

The CONTRACTOR’s accounting systems shall conform to generally accepted accounting principles (GAAP), enable the determination of costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers, except for the audit working papers, of CONTRACTOR connected with performance under this Agreement shall be maintained for a minimum of three years from the date of final payment to CONTRACTOR and shall be held open to inspection and audit by representatives of the State Auditor General.

12. ATTORNEY’S FEES

In the event an action is filed by either party to enforce rights under this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to any relief granted by the court.

13. TERMINATION BY VCTC

This Agreement may be terminated by the VCTC at any time upon thirty (30) days’ written notice. In full discharge of any obligation to CONTRACTOR in respect of this Agreement and such termination, the VCTC shall pay for the costs and noncancelable commitments incurred prior to the date of notice of termination and fair closeout costs. CONTRACTOR shall take all reasonable steps to minimize termination costs. In no event, however, shall the VCTC be obligated to pay CONTRACTOR any amount in excess of the total funds committed by the VCTC up to the time of termination to support the work.

14. NOTICES

14.1 - All notices to the VCTC under this Agreement shall be in writing and sent to:

Claire Grasty, Director of Planning
Ventura County Transportation Commission
751 E. Daily Dr. STE. 420 | Camarillo, CA
93010

14.2 - All notices to CONTRACTOR under this Agreement shall be in writing and sent to:

[INSERT CONTRACTOR CONTACT INFO]

15. ENTIRE AGREEMENT, MODIFICATION, AND EFFECTIVE DATE

15.1 - This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements and understandings related to this work. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by a party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in the Agreement shall not be valid or binding.

15.2 - This Agreement may not be altered, amended, or modified except by a written instrument signed by the duly authorized representative of both parties.

15.3 - This Agreement shall be effective as of the issuance of a Notice to Proceed from the VCTC to CONTRACTOR.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement is executed and to be performed in the County of Ventura.

17. BREACHES AND DISPUTE RESOLUTION PROCEDURE

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of VCTC. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the VCTC. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the VCTC shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by VCTC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the VCTC and the Contractor arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Ventura County.

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

18. FEDERAL REQUIREMENTS

18.1 FEDERAL CHANGES

The Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the grant agreements between the Ventura County Transportation Commission (VCTC) and Federal Government, as they may be amended or promulgated from time to time during the term of this contract. Failure by the Contractor to so comply shall constitute a material breach of this contract. In the event any such changes significantly affect the cost or the schedule to perform the work, the Contractor shall be

entitled to submit a claim for an equitable adjustment under the applicable provisions of this contract.

18.2 NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The VCTC and the Contractor acknowledge and agree that, notwithstanding any occurrence by the Federal Government in or approval of this solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to VCTC, the Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

18.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), and subcontractors agree as follows:

A. COMPLIANCE WITH REGULATIONS:

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. NONDISCRIMINATION

In accordance with Title VI of the Civil Rights act, as amended, 42 U.S.C. 200d section 3 03 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal laws at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements the Federal Government may issue.

C. EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to this Contract:

- 1. Race, Color, Creed, National Origin, Sex** – In accordance with title VII of the Civil Rights Act, as amended, 42 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (USDOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 Relating to Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project for which this Contract work is being performed. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment of recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements the Federal Government may issue.

2. **Age** – In accordance with section 4 of the Age discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal laws at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reasons of age. In addition, the contractor agrees to comply with any implementing requirements the Federal Government may issue.
3. **Disabilities** – In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “ Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements the Federal Government may issue.
4. **Immigration and Naturalization Act of 1986** – In connection with the execution of this Contract, the Contractor must comply with all aspects of the federal Immigration and Naturalization Act of 1986.

D. SOLICITATIONS FOR SUBCONTRACTORS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT:

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

E. INFORMATION AND REPORTS:

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by VCTC or the Federal Government to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to VCTC or the Federal Government as appropriate and shall set forth what efforts it has made to obtain the information.

F. SANCTIONS FOR NONCOMPLIANCE:

In the event of the Contractor's noncompliance with nondiscrimination provisions of this contract, VCTC shall impose contract sanctions as it or the Federal Government may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Contractor under the contract until the Contractor complies; and/or
2. cancellation, termination, or suspension of the contract, in whole or in part.

G. INCORPORATION OF PROVISIONS:

The Contractor shall take such action with respect to any subcontract or procurement as VCTC or the Federal Government may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request VCTC, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. SUBCONTRACTS

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by the Federal Government, modified only if necessary to identify the affected parties.

18.4 ACCESS TO RECORDS AND REPORTS

The Contractor agrees to provide VCTC, the Federal Government, the Comptroller General of the United States or of any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making and conducting audits, inspections, examinations, excerpts, and transcriptions.

The Contractor also agrees, pursuant to 49 CFR 633.1.7, to provide the Federal Government or his or her authorized representatives, including any Project Management Oversight (PMO) contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described in 49 U.S.C. 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain such books, records, account and reports until the VCTC, the Federal Government, the Comptroller general, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

18.5 TERMINATION

Termination for Convenience - The VCTC, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default [Breach or Cause] - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the VCTC may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the VCTC that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the VCTC, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision) - The VCTC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor thirty (30) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to VCTC's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within thirty (30) days after receipt by Contractor or written notice from VCTC setting forth the nature of said breach or default, VCTC shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude VCTC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach - In the event that VCTC elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by VCTC shall not limit VCTC's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

VENTURA COUNTY TRANSPORTATION COMMISSION

VCTC

DATE

Martin Erickson, Executive Director

Innovative TDM Solutions

DATE

William C. McCaughey

Approved as to Form:

Steven T. Mattas, General Counsel

APPENDIX A – STATEMENT OF SERVICES

SCOPE OF WORK

The Scope of Work of work for (CONTRACTOR) shall include but not be limited to the following:

Task 1 – Employer Support (Rule 211)

Average Vehicle Ridership (AVR) Survey Services

CONTRACTOR will assist all employers in overseeing the survey collection process through to completion. Employers will email their processing form along with paper surveys to CONTRACTOR. CONTRACTOR will send paper surveys to existing keypunch vendor, who will return a data file for import into the survey software. E-Survey clients will need to submit their processing form only. CONTRACTOR will produce AVR reports and forward them to VCAPCD. CONTRACTOR will work directly with Employer Transportation Coordinator's (ETCs), the Ventura County Air Pollution Control District (APCD), and directly with rideshare patrons in both English and Spanish.

- Conduct a survey briefing with each survey client prior to survey distribution
- Hardcopy paper survey for distribution in English and Spanish
- Sample paper survey cover memo in English and Spanish
- Rule 211 Survey Instructions, customized for VCTC
- VCTC e-survey instructions along with an overview of TripSpark AVR/Ridematching Survey Software
- Sample online AVR/Ridematching survey cover memo
- Sample paper Rideguide
- Sample eRideGuide Template
- VCTC AVR survey processing form
- Guaranteed Ride Home Program (GRH) information
- ESurvey set-up form

RideMatching

Upon completion of AVR reports, CONTRACTOR will export AVR data to the ridematching database where all commuter records are geocoded for ridematching and reporting. RideGuides (matchlists) will be produced for employees who requested one during the survey process. Employees who requested a RideGuide and provided an email address on their commuter survey will receive their matchlist electronically, and those who did not will receive a paper RideGuide. Paper RideGuides will be mailed to the ETC for distribution to their employees.

Post Survey Analysis Reports

CONTRACTOR will produce a Survey Analysis Report for each worksite surveyed along with a list of employees who filled out a survey, including each employee's home city, zip code, commute mode and commute distance, and days traveled. These reports can be used by ETCs to obtain an overview of the survey population and for targeted rideshare formation marketing. The analysis report will contain the following:

- Summary of all commute modes indicated by employees on commuter survey
- Travel distance reports
- Summary of transportation modes for employees who currently rideshare

Task 2 - GRH Program

Outreach

CONTRACTOR, in collaboration with VCTC and marketing outreach contractor, will create new

Guaranteed Ride Home (GRH) Program marketing and promotional materials for Ventura County employers and commuters. Materials will include but are not limited to:

- GRH Reimbursement Claim Form
- GRH employer marketing flyer (digital and printable)
- GRH commuter marketing flyer (digital and printable)
- GRH employer/employee poster/flyer

CONTRACTOR will support VCTC in creating/updating a detailed GRH Program Handbook for employers, which will provide program policies and procedures for how to participate in the program. CONTRACTOR will create a new VCTC Employer Partnership Agreement, which will outline the services VCTC will offer to employers and their employees, in exchange for the employer agreeing to market, administer and track the programs.

GRH Program Administration

CONTRACTOR will receive, review, and validate all GRH Reimbursement Claim Forms before processing. CONTRACTOR will collaborate with employers/commuters regarding rides that do not qualify or for missing required paperwork or claim information.

CONTRACTOR will open a dedicated checking account to administer and reimburse GRH rides paid for by employers or commuters who use alternative modes of transportation such as a carpool, vanpool, public transit (bus and rail), walk or bike. All GRH expense receipts, Reimbursement Claim Forms, QuickBooks. Reconciliation reports, and monthly bank statements will be provided to VCTC monthly.

Task 3 - Regional Administration

Manage and Coordinate the Regional Rideshare Database

CONTRACTOR is responsible for managing the Regional Rideshare Database on behalf of and in partnership with the County Transportation Commissions (CTCs) of VCTC, OCTA and Metro and will represent the needs of the CTCs in communicating with TripSpark. CONTRACTOR will also ensure that the CTCs are informed of the software upgrades available from TripSpark and throughout the industry.

CONTRACTOR will coordinate communication between the CTCs and assist in resolving inconsistencies or issues that may arise as a result of implementing the Regional Rideshare Database. Tasks will include, but not be limited to:

- Facilitate collaborative policy decisions relating to operational and procedural functionality of the regional rideshare system.
- Provide liaison between TripSpark and the CTCs and the various regulatory agencies in the region, including AQMD, VCAPCD, and cities in the region.
- Produce monthly rideshare services reports in collaboration with and as specified by the CTCs, which will include a summary of database activity.

Task 4 - Provide Technical Support Services to Staff

Provide assistance with troubleshooting of problems related to functionality of the RidePro software. Provide training or instructional materials (in coordination with TripSpark) on new programs and functions to CTC staff. CONTRACTOR will also manage the testing and installation of enhancements and ensure that they comply with the various regulatory agencies in the region, including South Coast AQMD, VCAPCD, and cities in the region.

- Provide technical support Monday-Friday 8am-5pm to online/telephone inquiries from CTCs daily and assess source of reported problems, determine appropriate actions, and facilitate resolution by appropriate CTC staff or with TripSpark.

- Provide RidePro training to new CTC employees. In addition, provide support training to existing CTC staff regarding ongoing RidePro developments and enhancements.
- Coordinate the testing and installation of product enhancements, including customized programming authorized by CTC's.

APPENDIX C – PROPOSAL LETTER

PROPOSAL LETTER

VENTURA COUNTY TRANSPORTATION COMMISSION
 751 E. DAILY Dr. #420
 CAMARILLO, CA 93010

SUBJECT: REQUEST FOR PROPOSAL/CONTRACT
 COMMUTER ASSISTANCE PROGRAM (CAP) MANAGEMENT SERVICES

In response to the above referenced Request for Proposals (RFP) and in accordance with the accompanying Instructions to Proposers and Submittal Requirements, we the undersigned hereby offer to perform and complete the work as required in the Contract Documents.

If recommended for contract award, will provide to VCTC all required Certificates of Insurance. The proposal submitted in response to subject RFP shall be in effect for 180 days after the proposal due date.

Further, the undersigned agrees to execute VCTC’s prepared Contract and provide all required Certificates of Insurance within ten calendar days after receipt of Notice of Award. The Proposer represents that the following person(s) are authorized to negotiate on its behalf with the Commission in connection with this RFP and will provide appropriate evidence of authorization upon request:

William C. McCaughey	President	951-352-8229
(Printed Name)	(Title)	(Phone)
(Printed Name)	(Title)	(Phone)
(Printed Name)	(Title)	(Phone)

In addition to the formal certifications provided, the Proposer certifies that it has:

1. Examined and is fully familiar with all of the provisions of the RFP Documents and any amendment thereto;
2. Satisfied itself as to the requirements of the Contract;
3. Carefully reviewed the accuracy of all statements shown in this Proposal;
4. Certifies receipt of addenda.

1. UNDERSTANDING AND APPROACH TO PROJECT DELIVERY

Task 1 – Employer Support (Rule 211)

Average Vehicle Ridership (AVR) Survey Services

Every two years, Ventura County employers with 100 or more employees receive notice from the VCAPCD to comply with Rule 211 – Transportation Outreach Program. This rule requires employers to conduct an Employee Commute Survey which collects travel data from commuters during their biennial survey week. Data collected by the VCAPCD is used to calculate emission reductions attained by commuters who use a commute mode other than driving alone (carpool, vanpool, bike, walk, bus, train and telework). These results are reported to the Environmental Protection Agency (EPA) to demonstrate the effectiveness of Rule 211.

Employers have the option of conducting their survey using VCAPCD’s paper survey forms, or VCTC Rule 211 survey forms which are offered via a paper survey, online survey, or a combination of the two. ITS has been the incumbent for this project since 2017 and has developed an exceptional working relationship with the VCAPCD. Since 2017, ITS has successfully handled an increase in the number of employer clients receiving service. Specifically, prior to ITS, 50% of Rule 211 survey employers used VCTC’s services. As of November 2022, ITS serves 82% of Rule 211 survey employers. This represents a total of 58 new employer clients. The increase is a direct result of VCTC, VCAPCD and ITS collaboratively working together to deliver outstanding service to employers located in Ventura County.

On a monthly basis, VCAPCD notifies employers of their upcoming survey via email. ITS proactively contacts these employers who have utilized ITS’ survey services in the past, while new employer clients reach out to ITS directly for survey assistance. Each employer client fills out an online form from ITS, which provides all information about their upcoming survey (employee count, survey type, contact information, and user access). Upon completion of their pre-survey paperwork, a Microsoft Teams meeting is scheduled for the employer’s survey briefing, where ITS provides the following:

- Review of 211 and the survey process
- In-depth training of AVR software for survey management
- Process for using the paper survey
- Rule 211 survey instructions, which are customized for VCTC
- Sample AVR/Ridematching cover memo
- VCTC Survey Processing Form
- QR code for survey link
- Guaranteed Ride Home Program information
- Hard copy paper surveys in English and Spanish

ITS assists all employers in overseeing the survey collection process through to completion. For paper survey and paper/online combination survey, employers will email their processing form along with paper surveys to ITS. ITS transmits paper surveys to a vetted keypunch vendor who returns the data file for import into the survey software. Online survey clients only need to submit their Survey Processing Form. All survey errors are resolved with the employer, and data is reviewed for duplicate surveys. One-way mileage is also reviewed for reasonable accuracy. ITS then produces final AVR reports and emails them to VCAPCD with a copy to the employer.

Upon completion of the survey process, ITS emails a survey to each employer representative to measure their satisfaction with ITS’ survey services. Since 2017, employers’ overall satisfaction with ITS survey services averages a 4.86 rating out of a possible 5. ITS consistently receives very positive unsolicited comments from employer clients, as provided as quotes throughout our proposal.

Our team is extremely well versed in all functions of Ridematch.info ridematching, AVR software and Sisense Business Intelligence Software. Sisense Business Intelligence Software is a business analysis tool that is connected directly to the Region's rideshare and AVR database. Sisense allows designers to create reports, including standard reports that are provided to each survey client, monthly stats for CTC reporting, and special request reports. ITS' experience with the intricacies of Rule 211, collaboration with VCAPCD, AVR surveys calculations and the RidePro ridematching software are unparalleled with any of our competitors.

Ridematching

Once AVR reports are finalized, ITS exports AVR data to RidePro's ridematching database where all commuter records are geocoded for ridematching and reporting. ETC contact information is verified and all company rideshare programs are updated in RidePro. RideGuides (customized list of potential carpool partners, Park & Ride lot locations, transit routes, etc.) will be produced for employees who requested one during the survey process. Employees who requested a RideGuide and provided an email address on their commuter survey will receive their RideGuide electronically. All others will receive a printed RideGuide in PDF format. Printed RideGuides will be mailed to the ETC for distribution to their employees.

ITS has extensive experience using RidePro, TripSpark's ridematching software. Since 2001, ITS has managed the ridematching software and rideshare database on behalf of VCTC, Metro, OCTA, SBCTA and RCTC, and currently provides database support to VCTC, Mero and OCTA, assisting with help desk calls and software upgrade testing. Being the incumbent with 20+ years of experience in the AVR and ridematching arena, there is no learning curve for ITS to continue work on this project. ITS has developed an exceptionally effective partnership with the staff at TripSpark and with each of the five (5) county transportation agencies.

Post Survey Analysis Reports

ITS will produce a Survey Analysis Report for each worksite surveyed along with a list of employees who filled out a survey, including each employee's home city, zip code, commute mode and commute distance. These reports can be used by ETCs to obtain an overview of the survey population and to target market rideshare modes based on employees' distance to work and availability to bus stops and train stations. The analysis report contains the following:

- Summary of all commute modes indicated by employees on the commuter survey
- Travel distance reports
- Summary of transportation modes for employees who currently rideshare

ITS will use Sisense Business Intelligence Software to produce all Survey Analysis Reports. In addition to the reports above, ITS staff can use Sisense Business Intelligence software to produce customized reports that may be requested by ETCs. ITS has used Sisense since it was introduced by TripSpark in 2015 and was one of their first clients to incorporate Sisense into the AVR/Rideshare database. ITS staff holds one of two report designer accounts used by the Region, making the creation of reports instantaneous.

Please see **Attachment 16** for a Sample of the Post Survey Analysis Report.

Task 2 - GRH Ride Home Program (GRH)

Outreach

ITS provided recommendations to VCTC to update their GRH Program. VCTC and ITS collaborated and final program recommendations were presented to the VCTC Board of Directors and approved. Highlights of the approved recommendations and program changes include:

- Establish a separate dedicated vendor checking account to issue payments directly to employers and commuters for GRH reimbursement. Vendor (ITS) would then submit a monthly invoice to VCTC, which includes copies of the GRH Reimbursement Claim forms, GRH receipts documenting the cost of the ride, and a copy of the dedicated GRH monthly reconciled bank statement.

- Reduce the annual number of guaranteed rides from 24 per person per year, to six (6) rides per fiscal year (July 1 – June 30).
- Since very few guaranteed rides were taken utilizing Enterprise Car Rental, and since Enterprise had effectively dropped the service of picking up clients and taking them back to the car rental office – renting a car was eliminated as a GRH option. In addition, the rental car needed to be returned the next day, which was not conducive for someone who had taken ill or was injured.
- Transportation Network Companies (TNC), such as Uber and Lyft, were added as a GRH option. Taxi and public transit (bus and rail) remained as additional options for a guaranteed ride home.

Based on the above revisions to the VCTC GRH Program, ITS collaborated with VCTC and VCTC’s marketing outreach contractor and created numerous GRH material, including:

- VCTC GRH Employer Partnership Agreement (EPA), which outlines the employer’s responsibilities to distribute GRH marketing material to their employees, provide GRH Reimbursement Claim Forms to employees, validate and sign GRH Reimbursement Claim Forms before they are submitted to ITS for processing, monitor and ensure proper use of the GRH Program by employees, verify the GRH user is an employee and utilized a rideshare mode on the day the GRH trip was used.
- VCTC GRH Handbook, which provides a complete overview of the program, including GRH eligibility requirements, and program policies and procedures
- VCTC GRH Reimbursement Claim Form
- VCTC GRH Marketing Flyers, available in English and Spanish (digital and printable)
- VCTC GRH Posters, available in English and Spanish (digital and printable)
- VCTC GRH Frequently Asked Questions

Please see **Attachments 17-22** for samples of the above referenced VCTC GRH collateral and marketing material.

The above VCTC GRH collateral and marketing material were produced 12-16 months ago and are still up to date and relevant today. Over the course of the five (5) year contract, the GRH material will need to be updated on occasion and in certain instances, new marketing material will need to be created. ITS will take the lead in identifying which GRH materials need to be updated and new materials refreshed- and will collaborate with VCTC and VCTC’s marketing outreach contractor. While VCTC has absorbed the costs to create the new VCTC GRH marketing and collateral pieces in the past, ITS has budgeted expenses to cover revisions and new GRH materials over the five (5) year contract. If VCTC decides to continue to pay for these costs, ITS will revise our Pricing Proposal.

GRH Program Administration

ETCs and commuters send VCTC GRH Reimbursement Claim Forms and trip receipts to the GRH Program Administrator (ITS staff) via email or regular mail for reimbursement within 60 days of the trip date. The claim will be denied if it is not received within 60 days of the GRH usage date and the payee (employer or employee) will be notified. Each ridesharing employee for an enrolled employer is allowed to be reimbursed up to six (6) times each fiscal year (July 1 – June 30). An emergency ride home for carpool/vanpool breakdowns and public transit delays of up to an hour or more or unscheduled cancellations are allowed to be reimbursed up to two (2) times each fiscal year.

Upon receipt of the GRH Reimbursement Claim Form, the GRH Administrator verifies employer is actively enrolled in the VCTC GRH Program by checking the current employer list. Staff then ensure the employee has not met their allowed six (6) trips per the current fiscal year by checking Ridematch.info where the GRH trips are managed. Upon verification, staff thoroughly reviews the claim form for completion, making sure all fields are correct and both the ETC and commuters’ signatures are present. If information is missing, staff reaches out to obtain the missing information and proceeds with processing. If a GRH Reimbursement Claim Form is denied because the ride is deemed ineligible, the GRH Reimbursement Claim Form and a denial letter will be mailed to the payor (employer representative or employee). If the employer representative is the payor, they are responsible for notifying their employee if the GRH is denied. Of interest, typical missing or incorrect information across all GRH

Programs that ITS manages, pertains to the question on the GRH Claim Form that asks for the “form of ridesharing used to get to work that day.” Another missing item on the form are the participant and employer representative signatures. On average, staff has had to return approximately 5% of claim forms back to the employer in a typical fiscal year, to obtain missing information. Staff has had to deny approximately 1% of claims during a typical fiscal year due to the reason for the ride home not being a valid reason.

Staff then processes the claim and issues a reimbursement check to the party that paid for the trip (either the employer or the employee). Claims are processed and the reimbursement check is mailed to the recipient within 10 business days of receipt of the claim. Staff have rarely had reimbursement checks not delivered to the recipient. If this happens, staff places a stop payment on the missing check and immediately reissues a new check.

ITS has created a follow-up survey that is emailed to the employee participants and the employer representative or consultant on a monthly basis to share their feedback in using the GRH Program. Information regarding the AVR survey is presented in ITS’ monthly report to VCTC.

ITS is the current incumbent on this project and the Project Manager has opened a dedicated checking account and checks to be used exclusively for the VCTC GRH Program. Staff have set up an account in QuickBooks and is ready to process reimbursement checks on day one of the new contract.

Upon receiving the GRH monthly bank statement, staff will reconcile the QuickBooks account against the bank statement. The GRH bank statement, QuickBooks reconciliation reports, all GRH Reimbursement Claim Forms and trip receipts that were processed for that month, will be sent to VCTC.

Task 3 – Regional Administration

Manage and Coordinate the Regional Rideshare Database

ITS provides unparalleled experience in managing and coordinating the Regional Rideshare Database. ITS has overseen the Regional Rideshare Database with an impeccable track record since its inception. In 2001, ITS procured the Trapeze Group, on behalf of the five (5) county transportation commissions in the Southern California region, to develop the region’s first private AVR software program. ITS oversaw the software development and insured the new AVR software worked in partnership with the regional rideshare database. ITS managed the project from writing the RFP through evaluation and vendor selection, to custom programming, testing and implementation.

ITS worked closely with Trapeze programmers to develop, test and deliver the customized AVR calculation program. Not only was the software the first of its kind, but its ongoing development also provided compliance with air quality and trip reduction ordinances from the South Coast AQMD Rule 2202, City of Santa Monica, City of Pasadena, City of Burbank, and VCAPCD Rule 211. ITS obtained AVR software certification from the agencies mentioned above, and today the software is used by over 1,000 employers in Southern California. Offering AVR survey services in the region notably expanded the rideshare database and increased the pool of rideshare participants.

One key responsibility of this position is to facilitate policy decisions. Being consistently recognized for our integrity and dedication within the TDM industry, the region relies on ITS to recognize the best interests of each agency, as well as the region as a whole. If a change to the software is suggested, ITS will ensure that all agencies are aware of and realize the effect proposed changes will have on the software.

ITS continuously works to develop and implement enhancements to the RidePro AVR and Ridematching software. A list of potential enhancements is developed and maintained by ITS with input from TripSpark, VCTC, Metro, OCTA, SBCTA and RCTC. These enhancements are shared during quarterly or annual meetings to discuss the viability of the program enhancements and their impact on the various agency’s annual budgets.

ITS produces monthly rideshare and survey services reports that track each CTC’s surveys processed, RideGuides produced, total records added to and deleted from database. In addition, ITS will use Google Analytics to track Ridematch.info website traffic including number of users, sessions per user, page views, sessions by browser and average session duration. Lastly, a commute summary report will show a breakdown of commuter work trips

by mode, which includes total trips and green work trips. These trips are translated into vehicle miles traveled reduced, pollution saved, reduced commute costs and reduced gallons of gas.

Task 4 – Provide Technical Support Services to Staff

Since 2001, ITS has provided technical support to all RidePro users, including the CTCs, TMAs, regulatory agencies such as the VCAPCD, South Coast AQMD, employers and commuters. ITS is an expert at operating all areas of the AVR and ridematching software. When a question arises from CTC staff, ITS will be contacted to provide resolution. If ITS cannot provide immediate assistance, they will create a help ticket with TripSpark for support to expedite the issue. Resolution will be communicated to all CTCs and ITS staff. The SOW requires the successful bidder to provide technical support Monday-Friday 8:00am-5:00pm, however ITS staff have made themselves available 24/7, including holidays and weekends, to provide technical support to all stakeholders.

ITS monitors daily, the database functionality, determines appropriate steps to resolve issues, and communicates these to Trapeze and the CTCs.

ITS reports all scheduled website maintenance and unexpected downtime to CTCs and ITS staff. As software issues arise and are reported, ITS will continue to relay information to CTCs and staff and provide updates on work progress and final resolution.

ITS examines and responds to each trouble request received by staff. If unable to resolve the issue immediately, it will be escalated to TripSpark. When TripSpark identifies a solution, ITS will perform necessary testing and communicate the resolution to staff.

Allison Stevning will provide Ridematch.info training to new CTC staff so they can visualize the robust RidePro software and better understand the daily work of ITS staff. Information learned will assist in forming ideas for promoting rideshare.

ITS will continue to perform comprehensive testing of all software revisions and upgrades. In addition, ITS will facilitate testing by other ITS staff and coordinate communication of feedback and results back to TripSpark. ITS will coordinate and manage all software release dates and times with minimal impact on staff.

2. PROJECT TASKS AND DELIVERABLES


As the incumbent contractor to the VCTC CAP for the past five (5) years, ITS is very familiar with the SOW outlined in VCTC’s RFP. To that end, we created a spreadsheet which itemizes each task and deliverable. In addition, we indicated which ITS Team member is responsible for taking the lead on each task and which ITS Team members play a support role.

Please see **Attachment 23** for the Breakdown of Tasks per ITS Team Member. A screen shot of the attachment is provided at right.

Attachment 23: Breakdown of Tasks per ITS Team Member

Task No./Description	ITS Team				
	Lead	Support	Support	Support	Support
1.0 EMPLOYER SUPPORT (RULE 211)					
1.1 Assist employers in survey collection process.		L			S
1.2 Collect employer processing forms and paper surveys.		L			S
1.3 Send paper surveys to existing keypad vendor for processing.		L			S
1.4 Produce AVR reports and forward to VCAPCD.		L			S
1.5 Conduct survey briefing with each employer client prior to survey distribution.		L			S
1.6 Provide all survey documents in English and Spanish.		L			S
1.7 Provide customized Rule 211 survey instructions and maintain the e-survey set-up form.		L			S
1.8 Provide VCTC e-survey instructions with overview of TripSpark survey software.		L			S
1.9 Maintain Online AVR/ridematching survey cover memo and update as needed.		L			S
1.10 Maintain VCTC AVR Processing form as well as paper RideGuide and eRideGuide templates.		L			S
1.11 Maintain and update Guaranteed Ride Home Program information as necessary.		S	S	L	
1.12 Export AVR data to ridematching database for ridematching and reporting purposes.		L			S
1.13 Produce paper and electronic RideGuides for employees as requested.		L			S
1.14 Produce post survey analysis reports and list of employees who filled out the survey. Reports will include a summary of commute modes, a breakdown of current ridesharing modes, and travel distance reports.					L
2.0 GUARANTEED RIDE HOME PROGRAM (GRH)					
2.1 Maintain and update as needed, all GRH Program materials, including: the GRH Reimbursement Claim Form, digital and printable commuter and employer marketing flyers and posters, the GRH Program Handbook, GRH Frequently Asked Questions Document, and the VCTC Employer Partnership Agreement.		S	L	L	
2.2 Receive, review, validate, and process all GRH Reimbursement Claim Forms.		S	S	L	
2.3 Prepare and submit monthly report to VCTC with all GRH expense receipts, Reimbursement Claim Forms, reconciliation reports, and monthly bank statements.		L	L	L	
3.0 REGIONAL ADMINISTRATION					
3.1 Manage the Regional Rideshare Database on behalf of VCTC and in partnership with the other County Transportation Commissions (CTCs) consisting of OCTA and Metro.		S	L	L	S
3.2 Provide updates to the CTCs of any available software upgrades from TripSpark or from other rideshare software providers that would enhance the Regional Rideshare Database.		S	L		S
3.3 Coordinate communication between the CTCs and assist in resolving any issues that may arise as a result of implementing the Regional Rideshare Database.		S	L		
3.4 Facilitate collaborative policy decisions relating to the operational and procedural functionality of the Regional Rideshare Database.		S	L		
3.5 Facilitate collaboration between TripSpark and the CTCs, including the VCAPCD, South Coast AQMD and other cities that have their own trip reduction/air quality ordinance.		L			S
3.6 Produce monthly Regional Rideshare Database reports in collaboration with and as specified by VCTC and the CTCs.		L			S

Ventura County Transportation Commission, Proposal for Commuter Assistance Program (CAP) Management Services Attachments • Page 20

 **ITS**
INNOVATIVE TOM SOLUTIONS

VCTC’s RFP indicates the initial contract term will be for three (3) years and two (2) months, with the option for VCTC to extend the contract annually for two (2) one-year periods. The start date of the contract is anticipated to be May 1, 2023.

The first year of the contract is projected to be 5/1/23 – 6/30/24, or 14 months. Each of the remaining four (4) years will be for 12 months, each coinciding with FY24/25, FY25/26, FY26/27, and FY27/28.

ITS’ Pricing Proposal follows the requirements of VCTC’s RFP by providing an itemization of:

- labor hours per ITS Team member assigned to the project
- ITS Team member job titles
- fully burdened labor rates that include, labor, fringe benefits, overhead and profit
- project expenses

ITS’ current fully burdened labor rates charged to VCTC will have not been increased for 16 months leading into the projected start date of the new contract, scheduled for 5/1/23. ITS’ Price Proposal assumes the following fully burdened labor rate increases over the five (5) year contract:

- the Project Manager’s billing rate will increase 2% from our existing contract to Year 1 of our proposal
- the billing rates for the three (3) ITS Team members assigned to the VCTC CAP project will increase 3% from our existing contract to Year 1 of our proposal
- there will be no billing rate increases in Year 2
- the Project Manager’s billing rate will increase 2% in Year 3
- there will be no billing rate increase for the Project Manager in Year 4 and Year 5
- the billing rates for the three (3) ITS Team members assigned to the VCTC CAP project will increase 2% in Year 3, Year 4, and Year 5

ITS’ proposed expenses categories are:

- Express Mail
- Keypunch (for processing paper surveys)
- Mileage (reimbursed at the standard IRS rate)
- Parking
- Photocopies
- Printing (VCTC rideshare/survey/Rule 211/GRH marketing materials)
- Miscellaneous

As referenced in our proposal narrative, VCTC has historically absorbed the cost for the design and printing of all VCTC CAP marketing collaterals. ITS did not assume this would be the same arrangement moving forward, so we budgeted for printing costs in Year 2 and Year 4. Our Price Proposal can be revised if VCTC continues to assume these costs.

Our Price Proposal also assumes that the VCTC GRH Program Reimbursement costs will continue to be billed separately, outside of this proposal and VCTC’s five (5) year contract. As stated in our proposal narrative, ITS will submit monthly GRH Reimbursement invoices to VCTC. There will be no ITS expense mark-up associated with the GRH Reimbursement invoice.

ITS has provided in Attachment 24, our six (6) page Price Proposal, which provides a breakdown of proposed labor and expense fees for each of the five (5) years, and one page which provides a five (5) year total.

ITS’ total Price Proposal for the first three (3) years (38 months) is \$410,468.30, and our five (5) year total (62 months) is \$685,634.90.

APPENDIX D – Certification of Debarment

CERTIFICATION OF OFFEROR REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The undersigned certifies to the best of his or her knowledge and belief, that ITS (name of Offeror) and its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this subcontract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three-year period preceding this subcontract had one or more public transactions (Federal, State, or local) terminated for cause or default. The Offeror 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. Sections 3801 et seq. are applicable thereto.

William C. McCaughey Digitally signed by William C. McCaughey
DN: cn=William C. McCaughey, o=, email=wmccaughey@its-consulting.net, c=US
Date: 2022.12.27 15:00:59 -0800

(Signature)

William C. McCaughey

(Print Name)

President

(Title)

12/27/22

(Date)

Breakdown of Tasks Per ITS Team Member		(L = Lead Role / S = Support Role)			
Task No./Description		ITS Team			
		Bill McCaughey Project Manager, ITS	Allison Stevning Client Services Manager, ITS	Claire Franco GRH Program Administrator, ITS	Thomas McCaughey TDM Solutions Manager, ITS
1.0	EMPLOYER SUPPORT (RULE 211)				
1.1	Assist employers in survey collection process.		L		S
1.2	Collect employer processing forms and paper surveys.		L		S
1.3	Send paper surveys to existing keypunch vendor for processing.		L		S
1.4	Produce AVR reports and forward to VCAPCD.		L		S
1.5	Conduct survey briefing with each employer client prior to survey distribution.		L		S
1.6	Provide all survey documents in English and Spanish.		L		S
1.7	Provide customized Rule 211 survey instructions and maintain the e-survey set-up form.		L		S
1.8	Provide VCTC e-survey instructions with overview of TripSpark survey software.		L		S
1.9	Maintain Online AVR/Ridematching survey cover memo and update as needed.		L		S
1.10	Maintain VCTC AVR Processing Form as well as paper RideGuide and eRideGuide templates.		L		S
1.11	Maintain and update Guaranteed Ride Home Program Information as necessary.	S	S	L	
1.12	Export AVR data to ridematching database for ridematching and reporting purposes.		L		S
1.13	Produce paper and electronic RideGuides for employees as requested.		L		L
1.14	Produce post survey analysis reports and list of employees who filled out the survey. Reports will include a summary of commute modes, a breakdown of current ridesharing modes, and travel distance reports.				L
2.0	GUARANTEED RIDE HOME PROGRAM (GRH)				
2.1	Maintain and update as needed, all GRH Program materials, including: the GRH Reimbursement Claim Form, digital and printable commuter and employer marketing flyers and posters, the GRH Program Handbook, GRH Frequently Asked Questions Document, and the VCTC Employer Partnership Agreement.	S	L	L	
2.2	Receive, review, validate, and process all GRH Reimbursement Claim Forms.	S	S	L	
2.3	Prepare and submit monthly report to VCTC with all GRH expense receipts, Reimbursement Claim Forms, reconciliation reports, and monthly bank statements.	L		L	
3.0	REGIONAL ADMINISTRATION				
3.1	Manage the Regional Rideshare Database on behalf of VCTC and in partnership with the other County Transportation Commissions (CTCs) consisting of OCTA and Metro.	S	L		S
3.2	Provide updates to the CTCs of any available software upgrades from TripSpark or from other rideshare software providers that would enhance the Regional Rideshare Database.	S	L		S
3.3	Coordinate communication between the CTCs and assist in resolving any issues that may arise as a result of implementing the Regional Rideshare Database.	S	L		
3.4	Facilitate collaborative policy decisions relating to the operational and procedural functionality of the Regional Rideshare Database.	S	L		

Breakdown of Tasks Per ITS Team Member		(L = Lead Role / S = Support Role)			
Task No./Description		ITS Team			
		Bill McCaughey Project Manager, ITS	Allison Stevning Client Services Manager, ITS	Claire Franco GRH Program Administrator, ITS	Thomas McCaughey TDM Solutions Manager, ITS
3.5	Facilitate collaboration between TripSpark and the CTCs, including the VCAPCD, South Coast AQMD and other cities that have their own trip reduction / air quality ordinance.		L		S
3.6	Produce monthly Regional Rideshare Database reports in collaboration with and as specified by VCTC and the CTCs.		L		S
4.0	PROVIDE TECHNICAL SUPPORT SERVICES TO STAFF				
4.1	Provide assistance and troubleshooting for problems related to functionality of the RidePro software.		L		S
4.2	Provide training or instructional materials (in coordination with TripSpark) on new programs and functions to CTC staff.		L		S
4.3	Manage the testing and installation of enhancements to RidePro software and ensure that they comply with the various regulatory agencies in the region.		L		S
4.4	Provide technical support Monday-Friday 8am-5pm to online/telephone inquiries, assess source of reported problems, determine appropriate actions, and facilitate resolution by ITS staff or by TripSpark staff.		L		S
4.5	Provide RidePro training to new CTC employees, and support training of existing CTC staff regarding RidePro developments and enhancements.		L		S
4.6	Coordinate the testing and installation of product enhancements, including customized programming authorized by CTC's.		L		S

INNOVATIVE TDM SOLUTIONS (ITS)

PRICE PROPOSAL

VCTC Commuter Assistance Program (CAP) Management Services

YEAR 1

5/1/23 thru 6/30/24 - 14 Months

ITS LABOR				
Team Member	Title	Projected Labor Hours	Fully Burdened Labor Rate	Labor Cost
McCaughey, B.	Project Manager	224	\$151.95	\$34,036.80
Stevning	Client Services Manager	1064	\$78.73	\$83,768.72
Franco	GRH Program Administrator	56	\$69.09	\$3,869.04
McCaughey, T.	TDM Solutions Manager	168	\$76.96	\$12,929.28
TOTAL LABOR		1512		\$134,603.84

ITS EXPENSE	
Expense Category	Expense Budget
Express Mail	\$150.00
Keypunch	\$1,400.00
Mileage @ IRS Standard Mileage Rate	\$350.00
Parking	
Photocopy	\$425.00
Printing	
Miscellaneous	\$125.00
Subtotal Expenses	\$2,450.00
Expense Fee @ 10%	\$245.00
TOTAL EXPENSES	\$2,695.00

TOTAL ITS LABOR AND EXPENSE	
Labor	\$134,603.84
Expense	\$2,695.00
GRAND TOTAL	\$137,298.84

INNOVATIVE TDM SOLUTIONS (ITS)

PRICE PROPOSAL

VCTC Commuter Assistance Program (CAP) Management Services

YEAR 2

7/1/24 thru 6/30/25 - 12 Months

ITS LABOR				
Team Member	Title	Projected Labor Hours	Fully Burdened Labor Rate	Labor Cost
McCaughey, B.	Project Manager	192	\$151.95	\$29,174.40
Stevning	Client Services Manager	940	\$78.73	\$74,006.20
Franco	GRH Program Administrator	72	\$69.09	\$4,974.48
McCaughey, T.	TDM Solutions Manager	144	\$76.96	\$11,082.24
TOTAL LABOR		1348		\$119,237.32

ITS EXPENSE	
Expense Category	Expense Budget
Express Mail	\$125.00
Keypunch	\$1,200.00
Mileage @ IRS Standard Mileage Rate	\$375.00
Parking	\$50.00
Photocopy	\$375.00
Printing	\$0.00
Miscellaneous	\$100.00
Subtotal Expenses	\$2,225.00
Expense Fee @ 10%	\$222.50
TOTAL EXPENSES	\$2,447.50

TOTAL ITS LABOR AND EXPENSE	
Labor	\$119,237.32
Expense	\$2,447.50
GRAND TOTAL	\$121,684.82

INNOVATIVE TDM SOLUTIONS (ITS)

PRICE PROPOSAL

VCTC Commuter Assistance Program (CAP) Management Services

YEAR 3

7/1/25 thru 6/30/26 - 12 Months

ITS LABOR				
Team Member	Title	Projected Labor Hours	Fully Burdened Labor Rate	Labor Cost
McCaughey, B.	Project Manager	192	\$154.98	\$29,756.16
Stevning	Client Services Manager	940	\$80.30	\$75,482.00
Franco	GRH Program Administrator	96	\$70.47	\$6,765.12
McCaughey, T.	TDM Solutions Manager	144	\$78.49	\$11,302.56
TOTAL LABOR		1372		\$123,305.84

ITS EXPENSE	
Expense Category	Expense Budget
Express Mail	\$150.00
Keypunch	\$1,350.00
Mileage @ IRS Standard Mileage Rate	\$400.00
Parking	\$50.00
Photocopy	\$400.00
Printing	
Miscellaneous	\$100.00
Subtotal Expenses	\$2,450.00
Expense Fee @ 10%	\$245.00
TOTAL EXPENSES	\$2,695.00

TOTAL ITS LABOR AND EXPENSE	
Labor	\$123,305.84
Expense	\$2,695.00
GRAND TOTAL	\$126,000.84

INNOVATIVE TDM SOLUTIONS (ITS)

PRICE PROPOSAL

VCTC Commuter Assistance Program (CAP) Management Services

YEAR 4

7/1/26 thru 6/30/27 - 12 Months

ITS LABOR				
Team Member	Title	Projected Labor Hours	Fully Burdened Labor Rate	Labor Cost
McCaughey, B.	Project Manager	192	\$154.98	\$29,756.16
Stevning	Client Services Manager	940	\$81.90	\$76,986.00
Franco	GRH Program Administrator	120	\$71.87	\$8,624.40
McCaughey, T.	TDM Solutions Manager	144	\$80.05	\$11,527.20
TOTAL LABOR		1396		\$126,893.76

ITS EXPENSE	
Expense Category	Expense Budget
Express Mail	\$175.00
Keypunch	\$1,500.00
Mileage @ IRS Standard Mileage Rate	\$450.00
Parking	\$50.00
Photocopy	\$425.00
Printing	\$0.00
Miscellaneous	\$100.00
Subtotal Expenses	\$2,700.00
Expense Fee @ 10%	\$270.00
TOTAL EXPENSES	\$2,970.00

TOTAL ITS LABOR AND EXPENSE	
Labor	\$126,893.76
Expense	\$2,970.00
GRAND TOTAL	\$129,863.76

INNOVATIVE TDM SOLUTIONS (ITS)

PRICE PROPOSAL

VCTC Commuter Assistance Program (CAP) Management Services

YEAR 5

7/1/27 thru 6/30/28 - 12 Months

ITS LABOR				
Team Member	Title	Projected Labor Hours	Fully Burdened Labor Rate	Labor Cost
McCaughey, B.	Project Manager	192	\$154.98	\$29,756.16
Stevning	Client Services Manager	940	\$83.53	\$78,518.20
Franco	GRH Program Administrator	120	\$73.30	\$8,796.00
McCaughey, T.	TDM Solutions Manager	144	\$81.65	\$11,757.60
TOTAL LABOR		1396		\$128,827.96

ITS EXPENSE	
Expense Category	Expense Budget
Express Mail	\$200.00
Keypunch	\$1,650.00
Mileage @ IRS Standard Mileage Rate	\$500.00
Parking	\$50.00
Photocopy	\$450.00
Printing	
Miscellaneous	\$100.00
Subtotal Expenses	\$2,950.00
Expense Fee @ 10%	\$295.00
TOTAL EXPENSES	\$3,245.00

TOTAL ITS LABOR AND EXPENSE	
Labor	\$128,827.96
Expense	\$3,245.00
GRAND TOTAL	\$132,072.96

Innovative TDM Solutions (ITS)

Total Five (5) Year Price Proposal

VCTC Commuter Assistance Program (CAP) Management Services

	Year 1	Year 2	Year 3	Years 1 - 3 Total	Year 4	Year 5	Years 1 - 5 Total
ITS Labor and Expense Totals	\$137,298.84	\$121,684.82	\$126,000.84	\$384,984.50	\$129,863.76	\$132,072.96	\$646,921.22

APPENDIX E – FEDERAL PROVISIONS

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

1. FEDERAL CHANGES

The Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the grant agreements between the Ventura County Transportation Commission (VCTC) and FTA, as they may be amended or promulgated from time to time during the term of this contract. Failure by the Contractor to so comply shall constitute a material breach of this contract. In the event any such changes significantly affect the cost or the schedule to perform the work, the Contractor shall be entitled to submit a claim for an equitable adjustment under the applicable provisions of this contract.

2. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The VCTC and the Contractor acknowledge and agree that, notwithstanding any occurrence by the Federal Government in or approval of this solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to VCTC, the Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. DISADVANTAGED BUSINESS PARTICIPATION

The Ventura County Transportation Commission (VCTC) has established a DBE Program pursuant to 49 C.F.R. Part 26, which applies to this Agreement. The requirements and procedures of VCTC's DBE Program are hereby incorporated by reference into this Agreement. Failure by any party to this Agreement to carry out VCTC's DBE Program procedures and requirements or applicable requirements of 49 C.F.R. Part 26 shall be considered a material breach of this Agreement, and may be grounds for termination of this Agreement, or such other appropriate administrative remedy. Each party to this Agreement shall ensure that compliance with VCTC's DBE Program shall be included in any and all sub-agreements entered into which arise out of or are related to this Agreement.

Contractor's failure to make good faith efforts to comply with VCTC's DBE Program shall be considered a material breach of this AGREEMENT and may give rise to certain administrative penalties and proceedings, including, but not limited to, those set forth in 49 C.F.R. Part 26.107.

No later than thirty (30) working days after receiving payment of retention from VCTC for work satisfactorily performed by any of its subcontractors for services rendered arising out of or related to this Agreement, Contractor shall make full payment to its subcontractors of all compensation due and owing under the relevant subcontract agreement, unless excused by VCTC for good cause pursuant to provisions of Section 3.1 below.

No later than thirty (30) days after receiving payment of retention from VCTC for work satisfactorily performed by any of its subcontractors for services rendered arising out of or related to this Agreement, Contractor shall also make full payment to its subcontractors of all retentions withheld by it pursuant to the relevant subcontract agreement, unless excused by VCTC for good cause pursuant to provisions of Section 3.1 below.

3.1 Good Cause

Contractor may only delay or postpone any payment obligation (or retention) to any of its subcontractors for services rendered arising out of or related to this Agreement where, in VCTC's sole estimation, good cause exists for such a delay or postponement. All such determinations on VCTC's part that good cause exists for the delay or postponement of Contractor's payment obligation to its subcontractor must be made prior to the time when payment to the subcontractor would have been otherwise due by Contractor.

4. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), and subcontractors agree as follows:

A. COMPLIANCE WITH REGULATIONS:

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. NONDISCRIMINATION

In accordance with Title VI of the Civil Rights act, as amended, 42 U.S.C. 200d section 3 03 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal Transit laws at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

C. EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to this Contract:

1. Race, Color, Creed, National Origin, Sex – In accordance with title VII of the Civil Rights Act, as amended, 42 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (USDOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 Relating to Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note),

and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project for which this Contract work is being performed. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment of recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with section 4 of the Age discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal Transit laws at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reasons of age. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. Immigration and Naturalization Act of 1986 – In connection with the execution of this Contract, the Contractor must comply with all aspects of the federal Immigration and Naturalization Act of 1986.

D. SOLICITATIONS FOR SUBCONTRACTORS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT:

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

E. INFORMATION AND REPORTS:

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by VCTC or the Federal Transit Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to VCTC or the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

F. SANCTIONS FOR NONCOMPLIANCE:

In the event of the Contractor’s noncompliance with nondiscrimination provisions of this contract,

VCTC shall impose contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Contractor under the contract until the Contractor complies; and/or
2. cancellation, termination, or suspension of the contract, in whole or in part.

G. INCORPORATION OF PROVISIONS:

The Contractor shall take such action with respect to any subcontract or procurement as VCTC or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request VCTC, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. SUBCONTRACTS

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

5. ACCESS TO RECORDS AND REPORTS

The Contractor agrees to provide VCTC, the FTA Administrator, the Comptroller General of the United States or of any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making and conducting audits, inspections, examinations, excerpts, and transcriptions.

The Contractor also agrees, pursuant to 49 CFR 633.1.7, to provide the FTA Administrator or his or her authorized representatives, including any Project Management Oversight (PMO) contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described in 49 U.S.C. 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain such books, records, account and reports until the VCTC, the FTA Administrator, the Comptroller general, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

6. TERMINATION

Termination for Convenience - The VCTC, by written notice, may terminate this contract, in whole or in part, when it is in VCTC's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default [Breach or Cause] - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the VCTC may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the VCTC that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the VCTC, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision) - The VCTC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to VCTC's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from VCTC setting forth the nature of said breach or default, VCTC shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude VCTC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach - In the event that VCTC elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by VCTC shall not limit VCTC's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

7. SUBCONTRACTORS' CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION

- A. The Contractor shall include in each subcontract exceeding \$100,000, regardless of tier, a clause requiring each lower tiered subcontractor to provide the certification set forth in paragraph B of this section. Each subcontract, regardless of tier, shall contain a provision that the subcontractor shall knowingly enter into any lower tier subcontract exceeding \$100,000 with a person who is disbarred, suspended or declared ineligible from obtaining federal assistance funds. If a proposed subcontractor is unable to certify to the statements in the following certification, the Contractor shall promptly notify VCTC and provide all applicable documentation.
- B. Each subcontractor with a subcontract exceeding \$100,000 shall certify as follows:

Subcontractor's Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

1. ("subcontractor") certifies, by submission of its proposal to ("Contractor"), that neither it nor its "principals" (as defined in 49 CFR 29.105(p)1 is presently debarred, suspended,

proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracts by any Federal department or agency.

2. If subcontractor is unable to certify to the statements in the certification, subcontractor has attached a written explanation to its proposal to the Contractor.

8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. And U.S. Department of Transportation (DOT) regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49

U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

9. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions in this Section (FTA Requirements) include, in part, certain Standard Terms and Conditions required by the U.S. Department of transportation (DOT), whether or not expressly set forth in the preceding provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 as it may be amended from time to time, are hereby incorporated in this Contract reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any requests of VCTC which would cause VCTC to be in violation of the FTA terms and conditions.

10. LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31

U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.

11. ENVIRONMENTAL REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or requirements as follows:

A. CLEAN AIR

The contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 1 1017 of the California Government Code. All Contractors and suppliers shall be required to submit evidence, if requested, to VCTC that the governing air pollution control criteria will be met.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 under this Contract.

B. CLEAN WATER

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to VCTC. VCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 under this Contract.

C. CLEAN ENERGY

The Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (42 U.S.C., Section 6321 et seq.).

12. RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. 6962, including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

13. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions in this Section (FTA Requirements) include, in part, certain Standard Terms and Conditions required by the U.S. Department of transportation (DOT), whether or not expressly set forth in the preceding provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 as it may be amended from time to time, are hereby incorporated in this Contract

reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any requests of the VCTC which would cause the VCTC to be in violation of the FTA terms and conditions.

14. BREACHES AND DISPUTE RESOLUTION PROCEDURE

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of VCTC. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the VCTC. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the VCTC shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by VCTC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the VCTC and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of California.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the VCTC, Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

15. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

16. CARGO PREFERENCE

The contractor agrees to:

- A. use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels,
- B. furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading),
- C. include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

17. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

A. OVERTIME REQUIREMENTS

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. VIOLATION; LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES

In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen, and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

C. WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES

The (write the name of the grantee or recipient) shall upon its own action or upon written request of an authorized representative of the department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or

subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to the contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

D. SUBCONTRACTS

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

E. PAYROLLS AND BASIC RECORDS

Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions thereof of the types described in section 1@2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

18. Transit Employee Protective Provisions.

The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

A. GENERAL TRANSIT EMPLOYEE PROTECTIVE REQUIREMENTS

To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification

from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

B. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities

If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

C. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas

If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.