



Ventura County
Transportation
Commission

Request for Proposal (RFP)
For
“On-Demand Scheduling & Dispatching System”
RFP No. 23-1218
Ventura County Transportation Commission
751 E. Daily Drive, Suite 420
Camarillo, CA 93010

**Proposals must be submitted
No later than 4:00 PM
December 18, 2023**

LATE PROPOSALS WILL BE REJECTED

For further information regarding this
RFP contact Matt Miller
Via Email: mmiller@goventura.org

Issued: November 6, 2023

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1.0 INTRODUCTION / BACKGROUND

Ventura County Transportation Commission (VCTC), as the Regional Transportation Planning Organization, is requesting proposals from qualified firms to implement and administer a Paratransit, General Public Dial-A-Ride (DAR), and Microtransit scheduling and dispatch platform for Ventura County transit operators. The Contractor must provide a cloud hosted system that supplies an on-demand environment for managing and supporting the interested parties' paratransit, general purpose dial-a-ride and Microtransit operations.

Proposals should be structured in a way to allow for participation from multiple municipal operators within Ventura County which includes the cities/agencies of Simi Valley, Thousand Oaks, Moorpark, Camarillo, Valley Express Transit (Santa Paula, Fillmore, the County of Ventura), Ojai, VCTC and Gold Coast Transit District at different periods during the contract and choose which service to participate in.

It is the VCTC's desire that participating entities could utilize the platform while being able to operate with their own independent agencies (i.e., separate fare structures/service spans/scheduling parameters, etc., not impacted by other transit agencies utilizing the same contract).

Project Goals

The overall goals for this project are:

- *Improve the passenger experience of those who are using on-demand transit options.*
- *Lower paratransit and on-demand trip cost.*
- *Increase paratransit and on-demand trip efficiency.*
- *Achieve improved cross-jurisdictional on-demand trip scheduling.*
- *Offer agencies the ability to introduce new on-demand transit programs.*

Agency Overview

There are multiple operators of paratransit, senior dial-a-ride, and/or general purpose dial-a-ride services in Ventura County. Each operator has their own work rules and policies governing their services.

The Cities of Simi Valley, Thousand Oaks, and Moorpark each operate their own senior dial-a-ride and/or ADA paratransit service within their city boundaries.

The cities of Simi Valley, Thousand Oaks and Moorpark have also joined together to form the East County Transit Alliance (ECTA) which delivers intercity paratransit trips between these cities. Thousand Oaks is the managing partner and is responsible for scheduling trips for this service.

The city of Camarillo operates a general purpose dial-a-ride, senior DAR and ADA paratransit service.

Valley Express Transit serves the Santa Clara River Valley which includes the cities of Santa Paula, Fillmore and the unincorporated County areas around these cities through a cooperative agreement administered by VCTC. The service provides General Purpose Dial-a-Ride, Senior Dial-a-Ride and ADA paratransit service to their residents.

Gold Coast Transit District manages and operates Senior Dial-a-Ride, ADA paratransit service, Microtransit Zone Service and a Late-Night Safe Rides program (a General-Purpose DAR program with limited hours) for the cities of Port Hueneme, Oxnard, Ventura and Ojai.

Below is a table summarizing the fleet size, daily trips and application needs of each operator eligible to participate in this RFP.

Agency	Fleet Size	Avg Weekday Trips	Paratransit Scheduling & Dispatch	General Purpose DAR	Microtransit
Simi Valley	12	120	Required	N/A	Optional
Thousand Oaks	16	135	Required	N/A	Optional
Moorpark	1	5	Required	N/A	Optional
ECTA	5	34	Required	N/A	Optional
Camarillo	16	148	Required	Required	Optional
Valley Express	10	82	Required	Required	Optional
Gold Coast Transit District	26	380	Required	Optional	Optional

1.1 Cost Proposal, Agreement Term, and Payment Method

Cost Proposal

VCTC is seeking “end-to-end” pricing for implementation and deployment of the system including any and all charges or fees for development, hardware/equipment, installation, project management, setup, licensing, services, maintenance and warranty coverage. In addition, Proposers should specify any and all ongoing transactional fees, cellular charges, and/or annual pricing for any and all charges associated with the full term of the Agreement. Optional Technologies as identified in this solicitation shall be exercised by the Commission (and/or individual Transit Partners) at its/their sole discretion based on availability of funding, cost, and technical merit of the Proposer's solution. The contract awarded will be subject to negotiation and costs may be subject to audit and certification by the Commission and/or the Federal Transit Administration (FTA).

As described above, County operators have different needs and wants as such pricing should be separated by the requirements summarized in the table above. There should be pricing for system functionality for each entity where listed as “**Required**”. Additionally, pricing should be presented for system functionality where the General Purpose DAR and Microtransit are listed as required/optional.

VCTC’s intention for this procurement is to allow agencies to receive the system – paratransit, general purpose DAR and/or microtransit - at any point during the contract period. VCTC conducted outreach prior to the development of this RFP and the City of Camarillo and Valley Express Transit indicated a strong interest to deploy the chosen vendor immediately following contract award. Other entities listed in the table may choose to deploy the chosen vendor’s system in the future as their needs become clearer. VCTC expects pricing for all agencies and options at the time of submittal.

Duration of Agreement

VCTC intends to enter into a contract with the selected Proposer for an initial Implementation Period, as proposed by contractor, and 60-month operating term (i.e. a five year Operations Term), that shall commence following the application design, installation, testing and formal acceptance. Following the initial 5-year term, VCTC may, at its discretion, extend the contract for five additional 1-year terms.

The Proposer who is awarded a contract for this Project will be authorized to perform work pursuant to task orders issued in accordance with the terms of VCTC's Contract. The initial Task Order will consist of the full, but phased deployment of the System. VCTC anticipates that the System will be "off the shelf" and require minimal testing. Following System Acceptance, an annual warranty period shall commence, followed by an extended warranty period for four years, priced annually.

Payment

The Proposer will propose its payment scheme for completion of services and deliverables in accordance with the Commission's Milestone Payment Schedule (Attachment C) related to System development, setup, installation, testing and deployment, and any fees for service/maintenance warranty periods. In their response, the Proposer shall include a task loaded cost table in alignment with the Commission's Payment Schedule. Any progress payments shall be invoiced by the Proposer in arrears, and no more often than monthly, based upon services or deliverables provided, unless otherwise stated in the Payment Schedule. Proposers may include a modified Payment Schedule for the Commission's consideration.

2.0 PROPOSER BACKGROUND / QUALIFICATIONS

Proposer's eligibility to respond to this RFP is based on Proposer's ability to meet the Commission's requirements. The Commission, in its sole discretion, reserves the right to determine whether any Proposer meets the minimum eligibility standards, to determine whether a proposal is responsive, and to select a proposal which best serves the Commission's stated objectives.

If Proposer cannot meet all qualification requirements as stated herein, Proposer's proposal shall be rejected without further consideration. The Commission reserves the right to reject all proposals.

Proposers must provide narrative responses to the following questions, including any necessary documentation:

- ✓ Each Proposer should specify the number of years the Proposer has been in the public sector business.
- ✓ Each Proposer shall provide evidence of a minimum of five (5) years' experience in providing Systems substantially similar to that being sought in this RFP. Responses from any entity without such experience will not be considered.
- ✓ Has the Proposer's company or product being proposed ever been purchased by another company or acquired because of a merger or acquisition?
 - ✓ If yes, provide details regarding the name of the companies involved, specific products

- affected and when such merger or acquisition(s) took place.
- ✓ Each Proposer shall provide a brief statement of the company's background demonstrating longevity and financial stability.
 - ✓ Each Proposer shall include the company's past five (5) years of audited Financial Statements. The Proposer shall identify on the Financial Statements whether they are proprietary.
 - ✓ If Proposer is a subsidiary, provide financial statements for parent organization as well as separate financial statements for the proposing subsidiary.
 - ✓ Each Proposer shall provide an organizational chart of the management team showing all personnel that will be involved in performing the requirements of this Project.
 - ✓ Has the company had a workforce reduction during the past 5 years?
 - ✓ If so, provide details regarding workforce reductions: percentage or workforce, areas affected, senior management team changes, etc.
 - ✓ Each Proposer shall provide resumes of proposed project team demonstrating recent project management and engineering engagements.
 - ✓ Proposer shall provide a statement that proposed project team members will not be removed from the Commission's Project without permission from the Commission for the duration of the Project.
 - ✓ Each Proposer shall provide a minimum of three (3) references from similar contracts executed in the past five (5) years.

3.0 SCOPE OF WORK

VCTC seeks a cloud hosted platform that has multi-tenant capability and can be used in real time to aggregate riders traveling from multiple origins to multiple destinations in an exceptionally efficient way that optimizes the balance between maximizing vehicle utilization across the fleet and maintaining excellent quality of customer experience. The platform should support fully automated scheduling, dispatch, and reservations, allowing passengers to book trips in real-time via phone, internet, and mobile applications. The administrative interface should allow for real time monitoring and assessment of schedule adherence, vehicle locations, vehicle breakdowns, and operator performance. It should be accessible via standard web browsers and from any commonly used internet-enabled device and should provide options to generate reports and extract operational data for analysis.

This application will be shared among different operators in Ventura County and it is highly desirable that a common set of data can be utilized for scheduling round trips across jurisdictions without much involvement of the reservationist from each jurisdiction. The application should be multi-tenant meaning that the application should allow individual agencies' rules and policies to be in place and separate from each other.

The minimum features for Paratransit, General Public Dial-A-Ride, and Microtransit scheduling and dispatching are below.

3.1 Functional Requirements – Paratransit Scheduling & Dispatching

The Paratransit Scheduling and Dispatching platform should have the following functionality:

- Rider Interface Technology
- Text to Speech ability for the visually impaired
- A mobile fare payment option
- Ability to save credit card information for user
- Ability to show address and name of business when booking
- Ability to see vehicles in real time on Dispatch interface
- App should provide customers with estimated arrival / drop off times before booking
- Driver App should provide real time audio / visual directions and notifications for driver
- Driver App should notify driver need for payment and allow drivers to accept fare payment on vehicle
- Admin/Dispatch software should have a display screen with live map designed so that rides are monitored
- Admin/Dispatch software should have the ability to intervene the booking algorithm and assign riders as needed
- Admin/Dispatch software should have the ability to increase, decrease, add or remove additional zones
- Software should have the ability to view trip details for dispatch, driver and customers
- App should have the ability to provide multiple languages for customer needs
- Ability to list hours of service
- Native mobile app for iPhone/Android that is accessible and ADA compliant
- Ability for riders to identify a PCA from a number of companions riding along
- Ability to accept debit/credit cards and pay on vehicle
- Ability to view service zone in the mobile/web app on customer side
- Admin/Dispatch software should have the ability to enter client eligibilities, categories, disabilities, and equipment required
- Flexible booking methods such as an ADA Compliant web option, and call-in option
- App should allow customers with wheelchairs/mobility devices to identify type
- App should have the ability to enable/disable vehicles from dispatch screen
- Admin/Dispatch software should have the ability to add/cancel rides in the system
- Admin/Dispatch software should have the ability to modify rider zone
- Admin/Dispatch software should have the ability for agencies to modify service, service days, and service times
- Software should have the ability to create partner agencies if and when the need arises
- White Label App
- Ability to make scheduled appointments
- Ability to book in real time
- Admin/Dispatch software should have the ability to input client eligibility information for

ADA purposes

- Ability to integrate with Interactive Voice Recognition (IVR) application for advance notification calls
- Ability to schedule re-occurring appointments
- Ability for system to keep a user audit log
- Admin/Dispatch software should have the ability to edit a trip without canceling the trip
- Ability for dispatcher to view and add details to a client log
- Ability for system to track which dispatcher created trip
- Ability for dispatcher to locate trips in proximity
- Ability for dispatcher to transfer block trips in event of a vehicle breakdown
- Ability for dispatcher to anchor trips as pick up or appointment
- Ability for dispatcher to change service window type to general or no earlier than according to anchor
- Ability for parameters to be set into system for 30-minute pickup windows as required by ADA
- Ability to view suspension screen
- Ability to save common destinations when scheduling
- Ability to add different vehicle types as needed for service
- Ability to insert driver meal break, fuel break, breakdown, or out of service
- Ability to add equipment details as needed for ADA purposes
- Ability to add a service animal
- Ability to enter holiday schedules for service
- Ability to pull mailer from client information
- Ability for rider to see when eligibility will expire on interface
- Ability to send mass email/text notices to passengers
- The App must be able to integrate with Android or Apple tablets for driver MDTs.
- Ability to auto batch trips throughout the service day.
- Ability for customers to use a pin drop to select locations when passengers are booking their own trip.
- Notification to passengers when they are booking their trip outside of the service area or service rules as not available.

Agency Data & Reporting:

Participating agencies will need full access to the data associated with trips requested and performed. It is desired to have access to both raw data and reports through a web-based graphical/dashboard mode and a quick tool for export of tabular source data into a flat file in either/both Excel and/or CSV format. If full access is not permissible, the vendor will need to provide customer service support to troubleshoot issues related to ride history, account information, and ride credit disputes.

Agencies should be able to gain valuable data and reporting inclusive of, but not limited to, the following:

- Total passenger counts
- Archives
- Manifests
- Operating Statistics
- Client Information Report
- Trips by Status and Date
- Travel Time Threshold
- On-time Performance Report
- Daily Average Vehicle Mileage
- The status of completed rides
- How many rides are serviced (per hour, etc.)
- How long your riders are on a vehicle
- Vehicle miles traveled (in total, by vehicle, etc.)
- Origin and destination information
- Fare payment data
- Financial Reconciliation Reporting by rider and/or by vehicle
- System must have a practical way of directly exporting data for S-10 NTD reports
- Reporting on Driver metrics (drive-time, idle-time, miles, breaks, number of passengers/no shows, etc.)
- Metrics showing Business Intelligence-style data with information on number of vehicles out vs. number of riders, efficiency data, etc.
- Pull reports for trip denials, missed trips and excessively long trips as defined by the American Disabilities Act (ADA)
- Denials and refusals summary by time and date
- Subscription vs. total trips for date range
- Subscription information report
- Daily run efficiency
- Ability to run reports based off subscriptions
- Ability to run user defined reports with up to five (5) criteria selected.

Data collection, computations, and reporting must comply with the most recent version of the Federal Transit Administration's National Transit Database Policy Manual guidance on Service Data (S-10) for Demand Response service, including, but not limited to NTD Software Upgrades / Technical Support.

At a minimum, the software shall collect, store and generate reports for Demand Response NTD required statistics such as vehicle revenue hours (VRH), vehicle revenue miles (VRM), total actual vehicle hours, total actual vehicle miles (TVM), unlinked passenger trips (UPT and/or boardings), passenger miles traveled (PMT) and vehicles operated in maximum service (VOMS) by day type.

Ride Data shall be provided at the trip level and include:

- Data associated with requested location of pick-up and drop-off
- Actual location of pick-ups and drop-offs
- Price of trip, including any discounts that were applied
- Fare payment data such as fare category or type, payment type, etc. Driver data shall be provided at the individual driver level and include:

- Start and ends of shifts, including breaks
- Total vehicle miles traveled (start of day to end of day, terminal to terminal, and deadhead)
- Total revenue miles (miles with passengers on board)

Responsibilities of Contractor

At a minimum the following must be available to participants:

- Support services must be available via phone and email during agencies' service hours.
- Contractor must provide a licensed software or technology platform that supports demand-response routing and dispatching of vehicles.
- Contractor must provide upgrades and new features to the platform it makes available to its licensees at no additional charge.
- Contractor must provide the agencies with prior notice to any system/software maintenance or outages that may disrupt service. If maintenance or upgrades are to be made, Contractor must coordinate a date and time that will have the least negative impact on revenue service.
- Contractor must identify and implement commercially available data security measures to protect customer personal information, including the use of multifactor authentication if applicable. These measures must comply with applicable federal, state, and local laws and regulations including the agency's policies, procedures and practices.
- Contractor must be responsible for managing any changes to the algorithm set in system for service being provided.
- Contractor must provide full-suite training and support for all featured services for the length of the contract.
- Contractor must indicate in price proposal if upgrades and new features to platform are included or priced annually.
- Contractor must be able to provide agency staff and any associated contractors with training materials on how to use the rider app, driver app, and the services back end system.

3.2 Functional Requirements – General Purpose DAR/Microtransit Scheduling & Dispatching

The General-Purpose Dial-a-Ride & Microtransit Scheduling and Dispatching platform should have the following functionality:

- Rider Interface Technology
- Ability for riders to book wheelchair accessible vehicles
- A mobile fare payment option and integration with Umo fare payment
- Ability to save credit card information for user
- App should allow rider to specify if children are riding and if any children are age 8 or below per California Child Seat Regulation
- Ability to see vehicles in real time on Dispatch interface
- App should provide customer with estimated arrival/drop off times before and after booking
- App should provide real time audio/visual directions and notifications for driver

- Native mobile app for iPhone/Android that is accessible for ADA compliance
- Ability for riders to specify number of wheelchairs that will be riding
- Ability to accept debit/credit cards and pay on vehicle option as well
- Mobile fare payment with discount for seniors and people with disabilities
- Ability to view service zone in the mobile/web app on customer side
- App should require customers to create accounts
- Flexible booking methods such as a web option, mobile app and call-in option
- App should allow drivers to add walk up customers
- App should have the ability to enable/disable vehicles from both dispatch and driver screens
- Admin/Dispatch software should have a display screen with live map designed so that rides are monitored
- Admin/Dispatch software should have the ability to intervene the booking algorithm and assign riders as needed
- Admin/Dispatch software should have the ability to increase, decrease, add or remove additional zones with varying eligibility requirements and service rules
- Software should have the ability to calculate price of the trip to the rider upon trip request and before final trip confirmation is made
- App should allow a rider profile to be created that identifies special needs of the rider in terms of fare payment, vehicle type, accessibility
- White Label App
- Ability to send mass email/text notices
- Admin/Dispatch software should have the ability to add/cancel rides in the system
- Admin/Dispatch software should have the ability to modify rider zone
- Admin/Dispatch software should have the ability to modify service, service days, and service times
- Software should allow discounts to be applied where the price is based on factors such as rider type, trip start/end, location or time of day
- Ability to show address and name of business when booking
- App should have the ability to provide multiple languages for customer needs
- Ability to create mileage/distance based fares
- The app must be able to integrate with Android or Apple tablets for driver MDTs.
- Ability to auto batch trips throughout the service day.
- Ability for customers to use a pin drop to select locations when passengers are booking their own trip.
- Notification to passengers when they are booking their trip outside of the service area or service rules as not available.

Agency Data & Reporting

Participating agencies will need full access to the data associated with trips requested and performed. It is desired to have access to both raw data and reports through a web-based graphical/dashboard mode and a quick tool for export of tabular source data into a flat file in either/both Excel and/or CSV format. If full access is not permissible, agencies will require the vendor to provide customer service support to troubleshoot issues related to ride history, account information, and ride credit disputes.

Participating agencies should be able to gain valuable data and reporting inclusive of, but not limited to, the following:

- Total passenger counts
- The status of completed rides
- How many rides are serviced (per hour, etc.)
- How long riders are on a vehicle
- Vehicle miles traveled (in total, by vehicle, etc.)
- Origin and destination information
- Fare payment data
- Financial Reconciliation Reporting by rider and /or by vehicle
- System must have a practical way of directly exporting data for S-10 NTD reports
- Reporting on Driver metrics (drive-time, idle-time, miles, breaks, number of passengers/no shows, etc.)
- Metrics showing Business Intelligence-style data with information on number of vehicles out vs. number of riders, efficiency data, etc.
- Data collection, computations, and reporting must comply with the most recent version of the Federal Transit Administration's National Transit Database Policy Manual guidance on Service Data (S-10) for Demand Response service, including, but not limited to NTD Software Upgrades / Technical Support
- Ability to run user defined reports with up to five (5) criteria selected.

At a minimum, the software shall collect, store and generate reports for Demand Response NTD required statistics such as vehicle revenue hours (VRH), vehicle revenue miles (VRM), total actual vehicle hours, total actual vehicle miles (TVM), unlinked passenger trips (UPT and/or boardings), passenger miles traveled (PMT) and vehicles operated in maximum service (VOMS) by day type.

Ride Data shall be provided at the trip level and include:

- Data associated with requested location of pick-up and drop-off
- Actual location of pick-ups and drop-offs
- Price of trip, including any discounts that were applied
- Fare payment data such as fare category or type, payment type, etc. Driver data shall be provided at the individual driver level and include:
 - Start and ends of shifts, including breaks
 - Total vehicle miles traveled(start of day to end of day, terminal to terminal)
 - Total revenue miles (miles with passengers on board)

Responsibilities of Contractor

At a minimum the following must be available to agencies:

- Support services must be available via phone and email during participating agencies' service hours.
- Contractor must provide a licensed software or technology platform that supports demand-response routing and dispatching of vehicles.
- Contractor must provide upgrades and new features to software it generally makes available to its licensees at no additional charge.
- Contractor must provide the agencies with prior notice to any system/software maintenance

or outages that may disrupt service. If maintenance or upgrades are to be made, Contractor must coordinate a date and time that will have the least negative impact on the agencies' service.

- Contractor must identify and implement commercially available data security measures to protect customer personal information, including the use of multifactor authentication if applicable. These measures must comply with applicable federal, state, and local laws and regulations including the agencies' policies, procedures and practices.
- Contractor must provide full-suite training and support for all featured services for the length of the contract.
- Contractor must indicate in price proposal if upgrades and new features to software are included or priced annually.
- Contractor must be able to provide the agencies' staff and any associated contractors with training materials on how to use the rider app, driver app, and the service's back-end system.

3.3 Information Technology Architecture

The Proposer's System back-end must be accessible from any Internet capable desktop within the Commission / Transit Partners via browser. Data security for any mobile applications, system and interfaces shall employ the most current industry and U.S. government techniques to ensure that all data is safeguarded from unauthorized access or use and programs are protected from any known cyber-attack or computer virus. The entire platform system, all system applications that process payments, and all communications and computer systems comprising the entire system shall be in full compliance with the Payment Card Industry (PCI) standards and current regulations.

A Service Level Agreement between the Proposer and the Commission shall identify the expected performance levels for System availability, scheduled maintenance, and repair during a system outage event, to ensure that critical System maintenance (backups, database maintenance, archiving) occurs. Disaster Recovery procedures that shall be implemented to ensure data security during a disaster shall be incorporated into the Service Level Agreement. The servers that host the data shall be maintained at a facility selected by the Proposer and approved by the Commission. The Proposer shall provide all data, cellular communications and network infrastructure as part of ongoing annual costs associated with ownership of the system.

Specific Commission requirements are:

- ✓ Proposer shall provide and justify their solution architecture.
- ✓ Proposer shall meet planned uptime requirements of 99.9%.
- ✓ Proposer shall provide a System architecture for all technologies, including the Optional Technologies
- ✓ Proposer shall provide a System architecture for all supporting hardware, software, operating systems, databases, redundancies, environments, Disaster Recovery, and Security, etc.
- ✓ A backup system shall be available to the Commission in the event of failure of the central server.
- ✓ The Commission shall be informed at least thirty (30) days in advance in writing of upgrades that require updated software, hardware or higher speed Internet connectivity required by the end-users, Commission, Transit Partners, etc.

- ✓ The Proposer shall monitor and insure Internet connectivity to the services.
- ✓ The system shall be available 24 hours a day, seven days a week.
- ✓ Secure access to the full system functionality shall be available to Commission staff remotely from any computer that meets the Proposer's stated requirements.
- ✓ Remote access to the system shall be secure and protected by password or other equivalent-or-improved security measure.
- ✓ The Commission's data shall be securely stored by the Proposer and accessible only by authorized individuals.
- ✓ The System shall log all user actions.
- ✓ The Proposer shall describe anti-fraud measures.
- ✓ The Proposer shall continually adhere to industry standards and related compliance protocols typical with e-commerce, such as Payment Card Industry Data Security Standards (PCI DSS) and/or regulations, such as California Consumer Privacy Act (CCPA).
- ✓ The Commission's data shall be securely backed up on a daily basis, and backups shall be stored in a secure facility remote from the primary Host site.
- ✓ The Proposer shall prevent and protect against hacks and data corruption, and the Commission shall be held harmless against data ransom demands.
- ✓ The Proposer may not retain data if the Commission requests its destruction, deletion or transfer.
- ✓ The Proposer shall relinquish all of the Commission's data to the Commission upon request.
- ✓ The Proposer's Hosted site must be protected by current virus protection, internet security, and other security software against catastrophic failure and malicious attacks.

Proposer-initiated software updates, such as those related to future client project upgrades, should be extended to the Commission to the extent the updates would add benefit to the Project and are supportable within the technical requirements for Project. If the Commission requests new feature sets be added beyond those included in the initial feature set approved by the Commission for Project, the Proposer shall identify whether the requested software enhancements can be accommodated under the normal maintenance agreement or if said changes would require a change order.

All data collected by the Hosted System shall remain the property of the Commission. Data generated by the Commission or Transit Partners shall be available to the Commission at all times.

All maintenance that could impact user access shall be performed outside of the Transit Partners' revenue service hours and updates shall be downloaded in batches to minimize downtime and maximize data transfer rates. The Proposer shall perform scheduled maintenance on its databases, applications and field elements in accordance with an approved maintenance schedule.

3.3.1 Data Backups

Capability shall be provided by the Proposer to backup the System data on a regular basis, which may occur at a minimum nightly. If there is a catastrophic failure that results in the loss of data, the Proposer shall provide a means to retrieve the corrupted data without disruption to System operations. The Commission's data shall be retained for a minimum of one (1) year on

the Proposer's server(s) and then archived in a format agreed upon with the Commission. Commission users shall be able to generate queries from the restored data.

3.3.2 Disaster Recovery Procedures

The Proposer shall develop Disaster Recovery Procedures for the Commission's review and approval. The System shall be designed and operated such that the System can quickly and efficiently recover from a disaster. As part of the Field Performance Test, the Proposer shall implement its Disaster Recovery solution and shall test the System accordingly.

3.3.3 Continuity of Services

Upon the Commission's written notice, the Proposer shall furnish transition services during the last 90 days of the term of the Agreement. The Proposer shall develop with the successor contractor or the Commission, a Transition Plan describing the nature and extent of transition services required. The Transition Plan and dates for transferring responsibilities for each division of work shall be submitted within 30 days of notice from the Commission. Upon completion of Commission review, both parties will meet and resolve any additional requirements / differences. The Proposer shall provide sufficient experienced personnel in each division of work during the entire transition period to ensure that the services are maintained at the level of proficiency required by the Agreement. The Proposer shall allow the successor to conduct on-site interviews with the employees.

3.4 Kick-off Meeting, Project Management, Training and Correspondence

Kick-off Meeting: The Commission will hold a "kick-off" meeting with the Contractor within ten (10) days from the Notice to Proceed (NTP) at which time the Proposer shall be prepared to present and discuss the general Implementation Plan and receive comments from the Commission. Proposer shall ensure any sub-Proposers and their appropriate personnel are present at the meeting. The administrative and technical aspects, the preliminary Project Schedule, assumptions, etc., of the Project will be discussed at the kick-off meeting. Prior to the kick-off meeting, the Contractor will provide an agenda to all potential meeting participants.

The Proposer shall submit a Final Implementation Plan within ten (10) days from the kick-off meeting that explains its proposed methodology to completing the Project scope and its approach to work, design, implementation, testing, training documentation and on-going support. The Implementation Plan shall be in sufficient detail to demonstrate the Proposer's clear understanding of the Project.

Project Management: The Contractor and Commission shall meet regularly, (e.g. weekly status meetings) to plan and organize activities with Transit Partners, such as for installation, training, and information communication. Regular progress meetings shall occur weekly, initially, and become less frequent as the Project progresses. An agenda for meetings will be supplied by the Contractor at least 24 hours prior to each meeting.

It is the Contractor's responsibility to maintain and assign a sufficient number of competent and qualified professionals and other technical personnel to satisfy the requirements and schedules specified in the Scope of Work or proposed by the Proposer.

Training: The Proposer shall provide a comprehensive training program that prepares Commission and Transit Partner staff for operation, elementary troubleshooting, maintenance and System Administration of the System components provided by the Proposer. The Proposer's training program shall be led by knowledgeable staff and include formal and informal instruction, models, manuals, diagrams and component manuals and catalogs as required. Where practical and useful, training should be hands on and should use actual system software and screens on a workstation and actual equipment on the fleets.

3.5 Documentation and Installation

Documentation: In addition to training manuals, system architecture and design documentation must be provided. Prior to installation, the Contractor shall submit "typical" installation drawings or shop drawings detailing the design that shall be used for on-board and fixed-end equipment installation work. Separate shop drawings shall be provided for each vehicle type / model, and for the fixed-end site work as applicable (such as for validator installations). If measurements differ from vehicle to vehicle (or from site to site), these variations shall be noted.

Updated System stack or network diagrams, to reflect changes to include any selected optional technologies or other changes since the proposal shall be provided. All documents should have updated and visible version and revision numbers. The Contractor shall submit a complete Equipment List, Bill of Materials and As-built documents at the completion of installation. The Bill of Materials must also be contained and included as part of the proposal. The As-Built Documents shall include: (1) an inventory of all components supplied including supplier, model number, serial number and installation location; (2) an inventory of all spare parts supplied including supplier, model number, serial number and storage location; (3) all reference and user manuals for system components supplied by third parties; (4) all warranties documentation; (5) a diagram indicating all interconnections between components; (6) the version number of all software; and (7) software installation media if solution is not centralized.

The As-built documents must be approved before the Commission will grant Final System Acceptance.

Installation: The Contractor shall provide project management and oversight of all installation work performed. The Contractor shall install the equipment to the highest standards, using experienced and knowledgeable personnel. All installation work shall be scheduled so as not to disrupt or delay Commission or Transit Partner operations. The Contractor shall make every effort to schedule the work around operating hours or peak times. In the event that extensive installation and testing work will be required, some work may have to be accomplished during night hours.

All System equipment installations shall be performed to an approved set of plans, which has previously been submitted and approved by the Commission or their representative. All installations shall be complete before the equipment is needed by the Commission and all installations shall be performed in accordance to all Federal, State and Local laws and regulations. The Contractor shall adhere to all applicable installation standards, laws, ordinances, and codes as required by the latest editions of the NEC, IEEE, OSHA, or other governing sources.

3.6 Testing

All materials furnished and all work performed under the contract shall be inspected and tested. Should any inspections or tests indicate that specific hardware, software, or documentation does not meet the Commission's requirements; the appropriate items shall be replaced, upgraded, or added by the Proposer at no cost to the Commission and as necessary to correct the noted deficiencies. After correction of a deficiency, all necessary retests shall be performed to verify the effectiveness of the corrective action.

Test Procedures:

Test procedures that are based upon, and consistent with, the approved Test Plan shall be provided by the Proposer to ensure that all System testing is comprehensive and verifies all the features of the devices, fixed-equipment, software functions and reports to be tested. The step-by-step activities associated with each test shall be listed in the test procedures. The following information shall be included in the test procedures:

- ✓ Test schedule
- ✓ Responsibilities of Commission/Transit Partners and Proposer personnel
- ✓ Record-keeping procedures and forms
- ✓ Procedures for monitoring, correcting, and retesting variances
- ✓ Procedures for controlling and documenting all changes made to the System after the start of testing
- ✓ A list of individual tests to be performed, the purpose of each test segment
- ✓ Identification of special hardware, software, tools, and test equipment to be used during the test
- ✓ Copies of any certified test data (e.g., environmental data) to be used in lieu of testing
- ✓ Detailed, step-by-step procedures to be followed
- ✓ All inputs, expected results and measurements for successful sign-off for the full implementation tests

Unless otherwise stated, the Proposer is responsible for all test logistics (e.g., arranging for vehicles and drivers, and providing other testing services) and coordination activities. The selected Proposer shall:

- ✓ Be responsible for successfully completing all tests required.
- ✓ Furnish all test instruments and any other materials, equipment and personnel needed to perform the tests.
- ✓ Be fully responsible for the replacement of all equipment damaged as a result of the tests and shall bear all associated costs.
- ✓ Maintain comprehensive records of all tests.

- ✓ Notify the Commission in writing, no less than 14 days prior to each test activity.
- ✓ Provide test plans, procedures, records, and reports to the Commission for approval.

The Commission reserves the right to:

- ✓ Witness any and all tests and inspections required by these Specifications.
- ✓ Inspect test records at any time.
- ✓ Perform additional testing, beyond that specified herein, of any equipment or material at any time to determine conformance with the contract requirements. This additional testing by the Commission is not to be considered as a replacement for any testing required of the Proposer or a manufacturer producing materials for the contract.

Acceptance Testing: The Proposer shall submit an Acceptance Test Plan that define testing and acceptance at the Commission. The Plan shall be submitted to the Commission for approval of the Plan. The Plan shall:

- ✓ Describe how each testable specification requirement will be demonstrated, including the testing methodology
- ✓ Describe what result constitutes a successful test
- ✓ Identify the role and responsibility of the Proposer and Commission's representatives during each test

The Commission, in its sole discretion, shall grant System Acceptance once it deems that all of the required work of the Project is complete, and the following conditions have been met:

- ✓ Proposer, in the Commission's sole determination, has substantially passed and has been given conditional approval of the Operational Test; and
- ✓ A "punch list" of items not yet in compliance has been delivered by the Proposer and has been verified by the Commission and approved as being complete.

The purpose of the Operational Test is to ensure that the System, as installed in the field, works properly as a fully integrated System.

3.7 Project Implementation Schedule

It is anticipated that Notice-to-Proceed shall be issued upon or shortly after the Commission Award of the contract (which is anticipated to be March 1, 2024). Following Notice-to-Proceed, an Implementation Period shall commence as defined by the contractor and agreed to by VCTC. The Implementation period should include the steps/phases needed to be completed to install equipment on board vehicles, set up the system, train, etc. at agency locations. Once the implementation period is complete, official service operations period will commence until the end of 60 months.

3.8 Warranty and Maintenance

The Proposer agrees that the system and all related installation work shall be subject to the warranties and obligations set forth in this section. The warranties and obligations set forth in this Section shall commence upon system acceptance and end after the end-date of the Agreement, unless extended for a longer period. Fixed Pricing is requested for warranty period(s).

During the warranty period, the Proposer shall provide on-call support to assist the Commission in

the maintenance of the System. This on-call support shall be provided on-site for hardware and operational troubleshooting of communications equipment, and over the phone, such as to answer questions regarding software, missing or incorrect data. Proposer shall include on-call support (on-site and/or remote) in its Cost Proposal.

Defects or support requests related to System malfunctions which prohibit service scheduling and dispatching shall be defined as critical. All non-critical warranty work on defective or non-complying installation work, or system hardware, or any software defects or errors that cause the software to fail to conform to the requirements of these specifications shall be performed at no cost to the Commission within fifteen (15) days of being notified in writing by the Commission or its representative. Any defects that affect the critical functions of the operations shall be fixed within 48 hours at no-cost to the Commission during the warranty period(s).

The Proposer shall maintain adequate resources for replacement of all defective or noncompliant work or equipment, including test repair, warranty repair, spare modules, spare assemblies, spare components and spare parts in furtherance of the warranty requirements and maintain sufficient relationships with qualified local technicians.

The Commission will operate the System hardware and software in accordance with the Proposer's specific instructions in order to maintain all warranties. However, the Proposer shall hold the Commission harmless and Proposer shall be responsible for repairing any damage from the Commission's improper operation of any System hardware or software resulting from Proposer's failure to provide adequate or correct training and/or complete operating manuals, software manuals, electrical drawings, complete computer program documentation and other documentation required to be furnished as identified within these specifications.

The Proposer shall provide a **single point of contact** for all warranty administration during the warranty period.

3.8.1 Installation Warranty

The Proposer warrants that all installation work and all System hardware and software furnished by the Proposer including, but not limited to, all such work, and System hardware and software provided by sub-contractors, suppliers, or other manufacturers, shall be of good quality and free of any defects or faulty materials and workmanship for the ONE-YEAR warranty period.

The Proposer shall also warrant that all installation work and system hardware and software shall perform according to the specifications for the one-year warranty period.

If the Proposer upgrades its devices to ensure the continued and proper operation of the System as configured for Project, the Proposer will assume all costs related to the hardware upgrade and there shall be no additional cost to the Commission.

3.8.2 Extended Service / Warranty Period

The Commission requests that the Proposer propose an extended service / maintenance agreement beyond the initial one-year period for a minimum period of an additional four years,

priced annually (not including option years). The Proposer shall define all terms, conditions, and costs of the extended service / maintenance agreement in its Cost Proposal. Proposers should include any annual software fees and hardware service / maintenance escalation percentages.

3.8.3 Availability and Mean-Time-Between-Failure (MTBF) Targets

All functions of the System, including those of the cellular communications network shall be designed, constructed, and implemented to perform as specified, without degradation in response times to meet the System availability targets provided below. The failure of any single component or device shall not render the System unavailable.

Availability Targets

System or Subsystem	Availability Target (%)
Vehicle On-Board Systems	99.0%
Hosted System	99.9%
Passenger Mobile App	99.5%
Customer Website	99.8%

Availability for each of the above systems shall be calculated as follows:

Availability = 100%	$\frac{\text{Total number of hours of downtime in time period}}{\text{Total hours in time period}}$
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For availability calculation purposes, a vehicle with a failure of Proposer provided equipment will be considered unavailable from the time the failure is noted until the vehicle returns to the yard at the end of that vehicle's service day. An exception to this will be allowed in cases where the failure is intermittent and the failing operation is successfully performed in no more than two retries.

3.8.4 Chargeable and Non-Chargeable Failures

For purposes of calculating MTBF and Availability performance targets, chargeable and non-chargeable failures are defined as follows:

Chargeable Failures

Chargeable failures include any failures that are not specifically identified as non-chargeable, including but not limited to:

- ✓ A malfunction which prevents any System component (hardware or software) from performing its designated function, when used and operated under its intended operational and environmental conditions.
- ✓ A malfunction that poses a threat to the safety of the System components, passengers, or Drivers, or Maintenance
- ✓ An occurrence where data is not successfully transmitted between vehicle on-board systems and the servers.
- ✓ Software anomalies and bugs that affect the performance and operation of the System.
- ✓ Shutdown or unavailability of the System unless specifically directed by the Commission.
- ✓ Failure to collect correct fare revenues at completion of fare media purchase.
- ✓ Failure to generate the reports required to reconcile and track System performance.

Non-Chargeable Failures

Non chargeable failures shall include:

- ✓ Force majeure
- ✓ Vandalism
- ✓ Failure of test instrumentation.
- ✓ Failures that are patron or Commission induced.
- ✓ System component failures caused by externally applied stress conditions outside of the requirements of this RFP.
- ✓ System component failures caused by environmental or operating conditions outside of the requirements of this RFP.
- ✓ Normal operating adjustments as allowed in the Test Procedure or Maintenance Plan.
- ✓ Failures of expendable and consumable items in operation beyond their intended useful life in testing.

4.0 INSTRUCTIONS TO PROPOSERS

Before submitting a Proposal, each Proposer shall carefully consider the amount and character of the work to be done as well as the difficulties involved in its proper execution. Proposers should include in their Proposals all costs necessary to implement the specified System (the Commission does not want to see surprise costs, either initial or recurring). A cost not specifically itemized in the proposal shall not be incurred unless specifically agreed upon by the Commission in writing.

All proposals must be precise, detailed, and to the point to the requirements in this document. **The Commission may in its sole discretion and on a case-by-case basis, evaluate included alternatives to the specification. Any included alternatives must be clearly specified as such, and the Commission reserves the right to reject Proposals that do not comply with this instruction.**

Specific expectations and instructions to Proposers:

- ✓ Proposer should carefully read and review this RFP. However, the final description of the services and / or items to be provided to the Commission under this RFP is subject to negotiations with the successful Proposer.
- ✓ Proposer shall submit a letter of transmittal that includes the Proposers understanding of the scope of work and general objectives to which the proposal addresses.
- ✓ Proposer shall, as part of the submittal, include a timetable for completing all tasks / services covered in this RFP
- ✓ Proposer should include complete and detailed cost/price information and reference the completion of Commission's specified cost proposal and forms in the attachments.
- ✓ Proposer shall provide a System architecture for all technologies exercised now or in the future by the Commission.
- ✓ Proposer shall provide a System architecture for all supporting hardware, software, operating systems, databases, redundancies, environments, Disaster Recovery, and Security (Hosted, On-Premises Managed Services, Operator supported model).
- ✓ Proposer shall provide complete installation of their proposed System.
- ✓ Proposer shall provide training of all necessary Operator employees in quantities of hours.
- ✓ Proposer shall provide annual support and maintenance of all features associated with its System.
- ✓ Work shall be scheduled and conducted in a professional cooperative manner and be performed by qualified and trained persons.
- ✓ Each Proposer shall include, as part of the submittal, sample data and reports.
- ✓ Each Proposer will provide a description of their help desk services and how they service and troubleshoot problems for their current clients.

4.1 Issuing Office

This RFP is issued by the Commission Transit Department. Unless otherwise specified, the Transit Department Designated Purchasing Agent is the sole point of contact for the Commission and Transit Partners for purposes of this RFP and subsequent responses.

4.2 Restrictions on Communications

From the issue date of this RFP until a Proposer is selected and a contract executed, Proposer's are not allowed to communicate with any person involved with the development of this RFP or any person involved in proposal reviews regarding this RFP except the Designated Commission Purchasing Agent. Violation of this provision may result in the rejection of a Proposer's proposal.

4.3 Submission of Questions

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

VCTC Transit Department
Attn: Matthew Miller
Ventura County Transportation Commission
642-1591 x121
Camarillo, CA 93010
E-mail: mmiller@goventura.org

Questions must be in writing, submitted by email as specified in Section 4.5, Tentative Schedule or Evaluation, Selection and Award to be considered. The questions and the responses will be posted, via an addendum to the RFP, at www.goventura.org. Any addendums to the RFP will be made part of the resulting contract. All responses concerning this RFP will be posted at least fourteen (14) days prior to the proposal due date or can be obtained by contacting the Purchasing Officer, or his designee. It is the responsibility of proposers to check the Commission's Website for questions and responses related to this RFP.

4.4 Pre-Proposal Video Conference

There will be a voluntary Pre-Proposal video conference via Zoom or equivalent service. Instructions to access the Pre-proposal video conference will be posted to the VCTC website (goventura.org) by November 13, 2023. The Pre-proposal meeting is scheduled for November 20, 2023 from 10-11AM. Though attendance is not mandatory, it is highly encouraged. Any and all costs associated with attending this conference will be at the expense of the Proposer.

A summary of the questions and answers from the pre-proposal meeting will be posted on the Commission's Website as noted according to the Schedule. The names and e-mail contact of potential proposers that signed-in and attended the pre-proposal meeting will be posted on the same Website to assist prime contractors and potential subcontractors in partnering on this contracting opportunity.

4.5 Tentative Schedule for Evaluation, Selection, and Award

The closing date of this RFP is December 18, 2023. The Commission anticipates the process for nominating and selecting a Contractor and awarding the contract will be per the following schedule:

Advertise and Release RFP	November 6, 2023
Pre-Proposal Video Conference	November 20, 2023 (10AM)
Last Day to Submit Questions Regarding RFP	November 27, 2023
Proposal Due Date	December 18, 2023
Proposal Evaluations	Dec. 19, 2023 - Jan. 10, 2024
Oral Interviews Short-listed Proposers (if necessary)	January 17 or 18, 2024
Best and Final Offer (BAFO) / Contract Negotiations	January 25 – February 1, 2024
Commission Review of Award and Contract	March 1, 2024
Contract Execution and Notice to Proceed	March 4, 2024

The Commission does not guarantee the above schedule and reserves the right to modify the schedule, as necessary. Any modifications will be posted on the Commission's Website at www.goventura.org.

4.6 Conflicts or Ambiguities

Proposers must notify the Commission's Purchasing Agent immediately if conflicts or ambiguities are found in the RFP prior to the specified question due date.

4.7 Public Disclosure of Information Contained in Proposals

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

4.8 Adequacy and Completeness of Proposals

Failure to respond to the information specified in Section 6.0 (Proposal Format) of this RFP may result in rejection of your proposal as non-responsive.

4.9 Commission Not Liable for Pre-Contractual Costs

The Commission shall not be liable for any pre-contractual expenses incurred by Proposer in the preparation of its proposal. Proposer shall not include any such expenses as part of its proposal. Pre-contractual expenses are defined as expenses incurred by Proposer in:

- ✓ Preparing its proposal in response to this RFP

- ✓ Preparing the proposed system in response to this RFP
- ✓ Submitting that proposal to the Commission
- ✓ Negotiating with the Commission staff on any matter related to this proposal
- ✓ Any other expenses incurred by Proposer prior to date of award, if any

4.10 Independent Price Determination

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

4.11 Revision to the Request for Proposals

The Commission reserves the right to revise the RFP prior to the date that proposals are due. Any changes, additions, or deletions to the RFP will be in the form of written addenda. All addenda will be posted at the Commission's Website at www.goventura.org at least seven days prior to the deadline for proposals. It is the responsibility of the Proposer to check the Website for any revisions related to this RFP.

5.0 SELECTION CRITERIA

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

Selection is based on Best Value. The Commission will make the award to the Proposer whose proposal is most advantageous to the Commission. Accordingly, the Commission may not necessarily make an award to the Proposer with the highest technical ranking nor award to the Proposer with the lowest Price Proposal if doing so would not be in the overall best interest of the Commission.

Proposals will not be publicly opened. Each submitted proposal will initially be screened for responsiveness by the Commission. The following are the minimum requirements that must be met for a proposal to be considered responsive. (**Note:** All requirements must be met; therefore, they are not listed by any particular order of importance):

- ✓ The Proposer has followed the proposal requirements, the submittal requirements, and other instructions of this RFP, and included sufficient information and detail such that the proposal can be evaluated. Any deficiencies in this regard must be determined by the Commission to be a defect that the Commission will waive or the proposal may be disqualified.

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

The Commission will establish a Selection Team for this Project which will include representatives from the Commission and Transit Partners, and when deemed in the Commission's best interest, representatives of other public agencies, the general public, or individuals with experience and expertise in the related disciplines, including the Commission's consultants. The Commission reserves the right to independently score the proposals.

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

To the extent permitted by law, cost estimates and evaluations related to costs will be kept strictly confidential throughout the evaluation, negotiation and selection process. Only the members of the Selection Team and Commission officials, employees and agents having a legitimate interest will be provided access to the cost proposals and cost evaluation results during this period.

Commission staff will verify the references supplied by Proposers to determine the Proposer's record of producing a quality product on similar projects, adherence to budget and schedule, overall experience and technical competence in performing work of a similar nature, and quality of key personnel.

Short-listed Proposers **may** be invited to participate in an oral interview / product demonstration with the Selection Team to further discuss the content of their proposal, demonstrate their product and respond to questions by Commission staff and the Selection Team concerning their proposal.

The final ranking of proposals will be determined through a combination of independent examination of proposals, interviews (if utilized), cost effectiveness, and other appropriate evaluation factors (e.g., reference checks). Proposals will be ranked based on relative point totals assigned by Selection Team members ("evaluators"). Each evaluator will score the proposals following a scoring system. The point assignments will be weighted, and each evaluator's weighted scores will be converted to ranks, with the highest weighted score ranked one (first choice), the next highest score ranked two, and so on. All Selection Team members' ranks will be combined to identify the top-ranked firm.

5.1 Technical Evaluation and Scoring

Proposals are evaluated using a point method with for each element. (**Note:** Some evaluated elements may be weighted higher than others.) A detailed scoring evaluation will be conducted for those proposals that have passed the initial evaluation. The scoring evaluation will be accomplished in a consistent, uniform manner for all proposals. Members of the team will score each proposal according to the pre-established evaluation criteria and weights for relative importance.

(CONTINUED)

Proposals will be evaluated by the Selection Team and scored in accordance with the criteria outlined below:

Evaluation Criteria	(a) Weight	(b) Score	(a) x (b) Weighted Score
QUALIFICATIONS AND EXPERIENCE OF PROJECT TEAM ✓ Demonstrated successful performance on similar or related projects by firm. ✓ Experience, technical competence and role of sub-Proposers, including prior working relationship with prime (if applicable). ✓ Relevant experience of the Project Manager and key personnel in example projects. ✓ Senior staff availability and time commitment of key personnel on this project. ✓ Organization logic, quality and cost control measures in place. ✓ Overall financial stability and evidence of corporate resources committed to the Project. ✓ Other on-going project commitments and priorities.	300		
SYSTEM FUNCTIONALITY / TECHNICAL SOLUTION ✓ Completeness of Solution – How close does the Proposer meet the requirements as expressed in the Table of Compliance? ✓ Scalability - Ability for expansion, growth and overall functional capabilities of the System. Current technology to allow for cost-effective expansion as needs change. ✓ Technology Solution. ✓ Architecture - reliability, redundancy, environments, Disaster Recovery, Security, etc. ✓ Reporting Capabilities – ability to meet reporting needs as described. ✓ Optional Technologies – System capability	350		
PROPOSED METHODOLOGY / APPROACH TO WORK ✓ Demonstrated knowledge of the work required. ✓ Approach and proposed methodology to project scope, including training and schedule. ✓ Technical merit of proposed solution (logic, advantages, proven approach). ✓ Use of components and software proven in service on similar projects. ✓ System flexibility and upgradeability. ✓ Innovative approaches to service delivery and on-going operational support.	200		
TRAINING AND SUPPORT ✓ Work Plan – thoroughness of the training facilitators proposed training plan. ✓ Acceptable Schedule – evaluate facilitators schedule as it matches Team needs. ✓ Support available for solution beyond Pilot. ✓ Thoroughness of Training Plan.	200		
QUALITY OF PROPOSAL (INCLUDING PRESENTATION, IF APPLICABLE) ✓ Completeness of proposal and compliance with RFP instructions. ✓ Explanation of the project or services required. ✓ Logic, clarity and specificity of work plan. ✓ Evidence of willingness to exceed project requirements. ✓ Nature and extent of exceptions taken to contract terms, conditions or specifications. ✓ Oral Presentation (if applicable)	150		
COST / COST EFFECTIVENESS ✓ Total Implementation Costs ✓ Five-year total cost service/maintenance warranty expense ✓ Cost effectiveness will be evaluated with the maximum points granted to the lowest priced proposal. *	300		
TOTAL:	1,500		

Cost Proposal Evaluation

Cost effectiveness will be evaluated with the maximum points granted to the lowest priced proposal. All proposals will be rated based on their cost relative to the lowest-priced cost proposal. The basis for the ranking of the costs shall be as follows:

Lowest Cost Proposal / Cost Proposal being evaluated

Example:

§ Lowest cost proposal= \$1,000,000

§ Lowest cost proposal percentage= $\$1,000,000 / \$1,000,000=1.0$

§ Lowest cost proposal weighted points= $1.0 \times 300=300$

§ Proposal being evaluated = \$1,250,000

§ Percentage award for proposal being evaluated= $\$1,000,000 / \$1,250,000=.80$

§ Proposal being evaluated weighted points= $.80 \times 300=240$

The proposal selected shall provide a cost-effective approach that meets the Commission's stated requirements; however, **the lowest-priced proposal will not necessarily be selected.**

5.2 Final Results and Contract Award

The scores from the technical evaluation, product demonstration and cost proposal evaluation will be summed, and the proposals will be ranked by final total score and recommended to the Commission's Executive Director. In the event that the top two proposals are scored evenly, the Commission's Executive Director shall select a proposal. Final contract award will be made after recommendation by the Selection Team and will be contingent upon successful negotiation of a contract acceptable to the Commission and receipt of evidence of the Contractor's ability to meet the Commission's insurance, indemnification, and bond requirements and the other requirements in this Proposal.

The Commission may elect to enter negotiations with one or more Proposers and require each Proposer to submit a Best and Final Offer (BAFO) in order for the Commission to arrive at a final determination.

After final negotiation of a proposed Agreement that is deemed fair and reasonable, Commission staff will recommend to the Commissioners that the Commission enter into the proposed Agreement. Final authority to approve the Agreement rests with the Commission. Contract Award is subject to FTA Grant approval and funding availability.

5.3 Award Protests

After award notification, Proposers wishing to file a protest must do so in writing in accordance with Attachment J - Resolution 91-05: VCTC Contract Protest Procedure.

6.0 PROPOSAL FORMAT

6.1 Proposal Submission

Proposals must be received by the time and date specified below. Proposals must be submitted by carrier/courier, (e.g. in-person, by US mail, FedEx, UPS, etc). **Do not fax or e-mail your proposals.** Seven (7) hard copies, including one (1) clearly marked signed Original, and one (1) USB device containing a copy of the complete proposal in searchable PDF format shall be submitted no later than **4 PM PST, December 18, 2023**, as described in Section 4.5 to be considered for contract award. Postmarks will not be accepted in lieu of this requirement. Proposals and / or modifications received subsequent to the hour and date specified above or transmitted by facsimile or e-mail are not acceptable and will not be considered. Late submittals will not be accepted and will be returned unopened to Proposer. Proposals should be addressed as follows:

Ventura County Transportation Commission
ATTN: Matthew Miller
751 E. Daily Drive, Suite 420
Camarillo, CA 93010

All Proposals must be sealed and clearly marked with the RFP-23-1218 and Title of the RFP. The proposal must be submitted in two distinct parts, technical and cost. The cost proposal must be submitted in a separately sealed envelope clearly marked "CONFIDENTIAL COST PROPOSAL." The technical and cost proposals may be submitted in the same package.

The proposal should be concise, well organized, and demonstrate the proposer's qualifications and experience applicable to the Project. Each section of the proposal will be clearly identified with appropriate headings. Proposals will include a table of contents and all pages numbered. Proposals hard copies will be bound using 3-ring binders. Failure to follow these instructions may result in disqualification. Proposals should be prepared simply and economically, providing a straightforward, concise description of the capabilities and solutions of the Proposer. Emphasis should be on completeness and clarity of content.

The Proposer must ensure that adequate and accurate responses are provided. It is the responsibility of the Proposer to provide complete answers to each requirement even if that results in redundant, duplicated material within the proposal. The Commission's Selection Team is not required to search for the answers in other sections of the proposal response.

The proposals shall contain the following information in the order it is presented below. Failure to do so, may result in proposals as deemed non-responsive.

6.1.1 Transmittal Letter

A cover letter should contain a brief summary of the Proposer's team, its experience, the proposal content, the name, title, phone number, e-mail address and physical address of the team contact.

The transmittal letter shall also acknowledge the Proposer's receipt of any RFP addenda.

The cover letter must include a statement that the price in the proposal was arrived at independently, without collusion, consultation, communication, or agreement as to any matter related to the proposal with any other Proposer, competitor, or public officer. Proposer must acknowledge that prices are firm for a period of 180 days. The cover letter shall be signed by the person authorized to negotiate a contract for proposed services with the Commission on behalf of the submitting Proposer.

6.1.2 Table of Contents

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

6.1.3 Executive Summary

Include a 2-4 page overview of the entire proposal describing the most important elements of the Proposer's solutions and project approach.

6.1.4 Section 1-Project Understanding / Proposer Solution

Based on information contained in this RFP, as well as information obtained in any subsequent addenda, pre-proposal meetings, and other materials available from the Commission, the Proposer shall describe their solution, plan, approach, and technical architectures for accomplishing the work requested. The information provided shall be in enough detail to enable the Commission to ascertain that the Proposer understands the technologies, functional requirements, related software, maintenance and warranty needs, timelines and effort to satisfy the RFP requirements. The Proposer should indicate, in written narrative, how the solutions / product(s) and services proposed will help the Commission / Transit Partners reach its objective of improving the quality of transportation services to its customers.

6.1.5 Section 2- System Description

Proposers should fully describe the System being offered as part of this submission. Capabilities and features should be described in the context of its application to the Commission's requirements and the benefits gained from the Proposer's solutions and / or products. Proposers must list all components or modules necessary to fully implement the project, including any third party solutions, services / products necessary to complete the total installation including the optional technologies.

Technical description of the proposed systems that includes:

- ✓ A direct response to the specifications and functions requested in this RFP;

- ✓ Diagrams that illustrate how system components interact and exchange data are encouraged;
- ✓ A description of additional functional capabilities of the proposed system not identified in the RFP;
- ✓ A description of system components and how they interact / integrate;
- ✓ A description of how the System will be Hosted, architected, and managed (hardware, software, databases, etc.);
- ✓ A Table of Compliance (Attachment B) that indicates the compliance of the proposed system with the technical specifications, including compliance with Optional Technologies. Responses shall be, “Fully Complies,” “Does Not Comply, or Partially Complies.” The Proposer may explain those sections that it marks as “Partially Complies” or “Does Not Comply”;

Alternative Approach. Where the Proposer wishes to propose alternative approaches to meeting the requirements, these should be thoroughly explained, including the alternative methodology to be employed to meet the functional requirements and any benefit provided to the Commission by the alternative methodology.

In addition, Proposer should describe the features of their warranty and maintenance plan that will be provided in accordance with the requirements contained within as well as a description of the maintenance requirements.

6.1.6 Section 3-Firm / Team Overview

Provide a team organization chart that identifies the roles of the Proposer's key personnel. If applicable, clearly delineate the responsibilities of the prime contractor and subcontractor(s). Specify the extent of the time commitment of key personnel for the duration of the project. Provide an indication of the overall level of effort for the Project, including a breakdown of staffing hours by key personnel. Describe the experience of the Proposer's project team in detail, including the team's Project Manager, engineer, and other key staff members, on projects of similar size, capacity, and dollar value. For each similar project, include the client's name and telephone number. Resumes for key personnel should be included in an Appendix (limit resumes to relevant information only). **No changes in team composition will be allowed without the prior written approval of the Commission.**

6.1.7 Section 4-Implementation Plan / Project Management

Proposers should fully describe the proposed implementation plan of their response to this RFP, detailing all major milestones in the process. The key milestones, or stages, from notice-to-proceed (NTP) through live testing and final acceptance should be developed as an integral part of this section, with a clearly stated and defined proposed timeline. Defined milestones shall correspond with the Milestone Payment Schedule (Attachment C).

Project Management and Staffing – Describe how the Proposer will manage the project, ensure completion of the scope of work described in the Proposal following the developed timeline milestones, and accomplish the required objectives. This plan must include the proposed management team, staffing plan, including information on its sources of craft labor and its training capabilities. Discuss how and what lines of communication will be implemented to maintain the project schedule.

Proposer should include a detailed Gantt Chart that includes the various tasks; activities

(resource loaded) required to complete this Project. Specifically, include in the Proposer's plan a detailed schedule showing tasks and milestones for the system design, system testing and acceptance, training, documentation for Transit Partners, and a phased deployment. The Proposer will describe how they will use the plan to ensure that the schedule will be met and how the Project's many elements will be documented and tracked.

If the Proposer intends to subcontract portions of the work, Proposer will provide a complete list of potential subcontractors, their qualifications, addresses and the names and phone numbers of contact points within their organization and a description of the work to be subcontracted.

6.1.8 Section 5 -Quality Assurance Plan

Proposers should describe in detail their management strategies for overall quality assurance in the POC, general implementation, testing, and operation of the System components. At a minimum, Proposers should address:

- ✓ Testing / Acceptance: an outline of the procedure for factory, system and burn-in testing; describe how testing will be performed for central components and for components at Commission locations; and describe how the Commission will be involved in acceptance testing.
- ✓ Warranty, Maintenance, Support, and Upgrades: Describe any initial and extended warranties that apply, or may be available, for hardware / software and / or services used in response to this RFP. Describe the Proposers' technical support during the Project, focusing on the implementation period as well as long-term. Describe procedures for rendering support, including the availability of technicians to provide repairs. Technical support policies and pricing must be explained in detail.
- ✓ Quality Control: Describe steps and methods employed by the Proposer to ensure that quality of the services and work products of the proposed system are realized.

6.1.9 Section 6-Training

Proposers should provide a detailed schedule and outline for the necessary training of Commission/Transit Partners as defined herein. This section should identify the training course content, documentation / training materials, the number and type of training courses that will be required and the length of the training sessions, etc. Proposers should indicate when the training should be provided in the context of the overall implementation time schedule. Qualifications of the staff providing the training shall be listed.

6.1.10 Section 7- Commission/Transit Partner Actions under the Project

The Commission understands that successful implementation of this Project requires a partnership between the Commission, Transit Partners and the Proposer. Proposer will identify the type of personnel and estimated time commitments needed to facilitate the proposer identified contributions from the Commission/Transit Partners.

6.1.11 Section 8- Experience

Proposers should provide a corporate profile indicating their qualifications to provide the required System and support necessary to achieve the Commission's goals for the Project. Proposers must submit a list of other systems of a similar size to the Commission's where the proposed

system(s) have been installed successfully; preference is for public transit agencies. A separate list of the Proposers' last three (3) deployments, along with a project contact, address, telephone number, and e-mail address must be provided.

The Commission has created a Mail-In Reference Questionnaire which will be used by the Proposers. Please refer to the Questionnaire for specific instructions in Attachment G.

6.1.12 Section 9 - Financial Statement

The Commission wants to understand the financial condition of the Proposer. Identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the project. Audited financial statements for past three (3) fiscal years, a Dun & Bradstreet report or a one-page summary from a CPA firm shall be submitted as an Appendix to the Proposer's proposal.

Please provide the following information:

- ✓ Legal name and address of Proposer
- ✓ Number of years Proposer has been in business
- ✓ Legal form of company (partnership, corporation, joint venture, etc.). (If joint venture, identify the members of the joint venture and provide all information required within this section for each member. If a corporation, certify that the corporation is in good standing with the Secretary of State)
- ✓ If Proposer is wholly-owned subsidiary of a "parent company," provide the legal name and form of the parent company
- ✓ Tax Identification Number
- ✓ Data Universal Numbering System (DUNS) Number
- ✓ Central Contractor Registration (CCN) Number
- ✓ Address(es) of office(s) that will work on this Project
- ✓ If DBE certified, identify certifying agency, as well as gender and ethnicity
- ✓ Name, title, address, e-mail address, and telephone number of the person to contact concerning the proposal
- ✓ State whether the Proposer has filed bankruptcy in the last ten (10) years
- ✓ Subcontractor letters of commitment are required and must be submitted for each subcontractor listed in the proposal

6.1.13 Section 10 – Pricing / Cost / Payment

The Proposer shall detail the incremental and recurring costs for all items (i.e., project components and deliverables) as listed below.

- ✓ Annual cost for System – Years 1-5 plus option years 1-5
- ✓ Unit costs for hardware. Any exception must be explained.
- ✓ Costs must be broken down for capital expenses, equipment, installation, software, project management, as well as operation and maintenance costs for the full term.
- ✓ The annual cost of operations, services, and maintenance should be listed and described. The cost shall include and detail all anticipated sources of recurring costs, including, but not limited to: transaction fees (if any), cellular airtime, royalties, software

license fees, technical support, training, integrations, rentals or anticipated replacements.

- ✓ Estimates of non-proposer or 3rd-party costs not otherwise included cost proposal, (the Commission wants no surprise costs)

As part of the proposal, the Proposer must also include a payment schedule based on milestones and deliverables related to the installation and deployment of the System for the Commission consideration and negotiations (Attachment C).

If the costs exceed the funds available for this Project, the Commission shall, at its sole discretion, remove some components from the requirements and/or Optional Technologies Requirements that would not otherwise affect the functionality of the System as determined by the Commission.

Even though the method of payment to the Proposer will be a fixed price or fee basis, a detailed cost breakdown narrative shall be provided that includes an estimate of the number of staff hours and hourly rates for each professional and administrative staff person who will be committed to this project, including fringe and overhead rates, all other direct costs, such as travel and subsistence, materials, reproduction, etc., and the cost for subconsultant services, if applicable. This information will be used to determine the reasonableness of the Proposer's cost estimate and for pre-award audit purposes when appropriate. Labor rates and escalation will also be used to negotiate any change orders throughout the term of the contract.

The cost proposal must be submitted in a separately sealed envelope clearly marked "CONFIDENTIAL COST PROPOSAL." The technical and cost proposals may be submitted in the same package.

6.1.14 Proposal Appendix

The Proposer may include other materials considered relevant to the proposal. However, this is not an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief. Materials included in the appendices will not be evaluated. Do not submit more than 3 appendices, and the total number of pages combined should not exceed 10.

6.1.15 Exceptions to this Request for Proposals

The Proposer shall certify whether it takes any exception(s) to the requirements of this RFP or the standard contract provisions outlined in Section 6 below, and if so, shall list those items to which exceptions are requested and –as appropriate– provide proposed alternate language. It is not the Commission's intent to make substantial changes to the standard contract provisions. Failure to take exceptions to the RFP or standard contract provisions within the proposal will be deemed a waiver of any objection. Exceptions will be considered during the proposal evaluation process.

All Proposers shall also be required to complete and submit the Table of Compliance, Attachment B, which covers each of the requirements in the RFP. If the Proposer does not comply with any of the requirements, the specific requirement must be identified and explained. Failure to take exception in the manner set forth above will be deemed a waiver of any objection. Exceptions will be considered during the proposal evaluation process.

6.1.16 Required Certifications

As part of the proposal package, Proposers must submit all of the signed certifications as found in the Appendix. The proposal and any required certifications shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Proposer.

6.2 Product Demonstration

Short-listed Proposers may be invited to demonstrate their proposed System via Zoom conference. Demonstrations will be limited to this specific Project and the Proposer's proposal. Proposers will have time for the demonstration to present and for follow-up and / or additional questions by the Commission.

7.0 ADMINISTRATIVE/CONTRACTUAL REQUIREMENTS

The following sections outline standard administrative procedures and contractual provisions that the Commission will require in the ultimate contract for the System. For the purposes of this Section 7, the entity that is selected to perform the work contemplated by this RFP is referred to as “Proposer” or “Contractor.”

7.1 Prime Contractor

Proposer will be the sole point of contact for the contract. The Proposer will be completely responsible for all actions and work performed by its subcontractors. All terms, conditions, and requirements of the contract will apply without qualification to any services and work performed by any subcontractor of the Proposer.

7.2 News Releases

Unless agreed to in writing, the Commission is the only entity authorized to issue news releases relating to this RFP, its evaluation, award, or any contract and performance there under.

7.3 Contract Documents

All terms and conditions included in this solicitation will be incorporated into any resultant contract.

The Commission is exempt from Federal Excise and Transportation Taxes. The Commission will furnish necessary exemption certificate upon request. Any sales tax, use tax, imposts, revenues, excise or other taxes, which are now or which may hereafter be imposed by Congress, by a state or any political subdivision hereof and applicable to the sale or the material delivered as a result of the selected Proposer’s proposal and which, by the terms of the tax law, must be passed directly to the Commission, will be paid by the Commission.

7.4 Form of Cost Proposals

Cost proposals shall include the **Proposal Declaration Form (Attachment H)**, furnished to Proposers. Cost proposals that do not include these completed forms will be considered non-responsive and **WILL BE REJECTED**. The only acceptable method of modifying a cost proposal is by letter, if it is received by the person assigned to open cost proposals prior to the time set for opening of cost proposals.

7.5 Receipt of Proposals

Proposals must be received by the time and date specified in Section 4.5. Proposals must be submitted as specified in Section 6.1.

The Commission reserves the right to reject any or all Proposals, and to cancel the requirements at any time prior to Proposal opening and return all Proposals unopened.

7.6 Discrepancies

If a Proposer becomes aware of any discrepancy, ambiguity, conflicts, error or omission in the RFP, it shall be reported immediately to the Commission staff, who will determine the necessity for clarification.

7.7 Appeal Procedures

Requests for approved equals, and clarifications of specifications must be submitted to the Commission in the form of a question regarding the RFP, by the deadline for questions as specified Section 4.5 (Tentative Schedule for Evaluation, Selection, and Award).

Alternatively, proposers may submit a formal protest of specifications. Protests must be received by the Commission in writing, pursuant to Attachment J - Resolution 91-05 VCTC Contract Protest Procedure.

Any request for an approved equal or protest of the specifications must be fully supported with technical data, test results, or other pertinent information as evident that the substitute offered is equal to or better than the specification requirements. The burden of proof as to the equality, substitutability, and the compatibility of proposed alternates or equals shall be upon the Proposer, who shall furnish all necessary information at no cost to the Commission. The Commission shall be the sole judge as to the quality, substitutability and compatibility of the proposed alternates or equals.

7.8 Addenda

Clarification or any other notice of a change in the proposal documents will be issued only by the Commission Purchasing Agent and only in the form of written addenda posted to the Commission webpage, www.goventura.org. Each addendum will be numbered and dated. Oral statements or any instructions in any form, other than addenda as described above, shall have no consideration.

Each addenda received during the proposal process shall be acknowledged in the designated space on the **Proposal Declaration Form** (Attachment H) with the information therein requested. If none are received, the words "**no addenda received**" shall be written in the said space.

7.9 Receiving Proposals

Proposals received will be kept unopened until the time fixed for the proposal opening. The person whose duty it is to open the proposals will determine when the time stated above has arrived and no proposal received thereafter will be considered.

7.10 Withdrawal of Proposals

Proposals may be withdrawn only by signature of the Proposer, provided the request is received by the person whose duty it is to open proposals prior to the time fixed for proposal opening. Each proposal opened will be considered to be a valid offer and may not be withdrawn for a period of one hundred eighty (180) calendar days following opening of proposals, unless the Proposer is given written notice that the proposal is unacceptable.

7.11 Evaluation of Proposals

Proposals will be evaluated as stated in Section 5 above.

7.12 Award or Rejection of Proposals

Award will be made based on the Best Value method of scoring as described in Section 5.1.

The Commission reserves the right to REJECT ANY OR ALL proposals or any item or part thereof, or to waive any informality or irregularity in proposal when it is in the best interest of the Commission to do so.

The Commission also reserves the right to award its total requirements to one Proposer or to apportion those requirements among several Proposers, as the Commission may deem it to be in its best interest.

7.13 Pre-Contractual Expenses

Proposers are responsible for all pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by the Proposer in 1) preparing the proposal in response to this RFP; 2) submitting that proposal to the Commission; 3) negotiating with the Commission any matter related to this proposal; or 4) any other expenses incurred by the Proposer prior to date of award.

7.14 Payment

Payment Schedule and Invoicing

Payment for equipment, material, and services shall be made 30 days after receipt of an Acceptable Invoice.

An Acceptable Invoice includes:

- ✓ Proper and complete billing (including support) is received by Commission.
- ✓ Acceptance by the Commission of the equipment, materials and / or services in accordance with the Scope of Work.
- ✓ Contractual agreements set forth between the Commission and the Contractor.

Advance payments by the Commission are prohibited.

Prime Contractor and Subcontractor Payments (if applicable)

Proposer agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 10 days from receipt of each payment the prime contractor receives from the Commission. The Proposer agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Commission.

7.15 Delays

Unavoidable Delays

If services under the contract should be unavoidably delayed, the Commission's Executive Director or designee shall extend the time for completion of the contract for the number of days of excusable delay in the determination of the Executive Director or designee. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence or mistakes of the Contractor, the Contractor's subs, or their agents, and was substantial and in fact caused the Contractor to miss delivery dates, and could not adequately

have been guarded against by contractual or legal means. Delays beyond control of the Commission / Transit Partners or caused by the Commission / Transit Partners will be sufficient justification for delay of services and Contractor will be allowed a day for day extension.

Notification of Delays

The Contractor shall notify the Purchasing Agent as soon as the Contractor has, or should have, knowledge that an event has occurred which will delay delivery or installation of the System. Within five (5) calendar days, the Contractor shall confirm such notice in writing, furnishing as much detail as available.

Request for Extension

The Contractor agrees to supply, as soon as such data are available, any reasonable proofs that are required by the Commission's Executive Director or designee to make a decision on any request for extension. The Commission's Executive Director or designee shall examine the request and any documents supplied by the Contractor and shall determine, in the Executive Director's or designee sole discretion, if the Contractor is entitled to an extension and the duration of such extension. The Commission's Executive Director or designee shall notify the Contractor of his decision in writing. It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation and shall not be reimbursed for losses on account of delays resulting from any cause under this provision.

7.16 Conditional Acceptance

The Commission reserves the right to allow partial payments based on the conditional acceptance of the System under the condition that the Proposer will rectify cited deficiencies within an agreed upon time frame.

7.17 Insurance Requirements

During the performance of the contract executed pursuant to this RFP, and at Contractor's sole expense, Contractor shall procure and maintain the following insurance and shall not of its own initiative cause such insurance to be cancelled or materially changed during the course of herein contract..

Contractor 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(s) 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 Contractor 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 Contractor provides written verification it has no employees)

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.
5. **Cyber Liability** Insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Contractor maintains higher limits than the minimums shown above, the Commission requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Commission.

Other Insurance Provisions:

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

Additional Insured Status

The Commission, the Transit Partners, and their officers, officials, employees, and volunteers are to be covered as additional insureds on the required policies with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL, Errors and Omissions, and Cyber Liability policies with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, software services, applications, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Contractor's insurance.

Primary Coverage

For any claims related to the contract, the **Contractor's insurance coverage shall be primary** insurance as respects the Commission, the Transit Partners, and their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Commission, the Transit Partners, or their officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Commission and Transit Partners.**

Waiver of Subrogation

Contractor hereby grants to Commission and Transit Partners a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Commission by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Commission and Transit Partners have received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Contractor shall disclose to and obtain the approval of Commission for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of the Contract. Further, if the Contractor's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by the contract so as to not prevent any of the parties to the contract from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

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 acceptable to the Commission.

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.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Commission and Transit Partners are an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

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

7.17.1 Proof of Insurance

Prior to the Commission's issuance of a contract, the Contractor must furnish to the Commission a **Certificate of Insurance** which shall certify the Contractor's insurance policy adequately covers the above listed requirements. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Documents may be delivered or mailed to said office by the provider. Language on the certificate and applicable endorsements shall confirm the following:

- ✓ The required parties are designated as an additional insured on the Insurance described hereinabove.
- ✓ The coverage shall be primary as to any other insurance with respect to performance hereunder.
- ✓ Thirty (30) days written notice of cancellation or material change to Commission.

7.18 Liquidated Damages

The Commission and Proposer recognize that liquidated damages requirements are appropriate if parties to a contract may reasonably expect to incur damages in the form of increased costs resulting from the late completion of the contract or certain milestones, not otherwise caused by Unavoidable Delays. Pass through of liquidated damages may include up to full cost of additional staff time, including planning, maintenance or consultant expense related to Implementation Period activities that occur after the agreed upon Milestone deadline date for Final System Acceptance (i.e. beyond the end of the scheduled Implementation Period).

7.19 Bond Requirements

Performance Bond

In addition, any federal bonding requirements that may exist for construction activities as outlined in Attachment I. the Proposer may be required to obtain performance and payment bonds when necessary to protect the Commission's interest.

- ✓ The following situations may warrant a performance bond:
 - ✓ The Commission property or funds are to be provided to the Proposer for use in performing the contract or as partial compensation (as in retention of salvaged material).
 - ✓ A Proposer sells assets to or merges with another concern, and the Commission, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
 - ✓ Substantial progress payments are made before delivery of end items starts.
 - ✓ Contracts are for dismantling, demolition, or removal of improvements.
- ✓ When it is determined that a performance bond is required, the Proposer shall be required to obtain performance bonds as follows:
 - ✓ The penal amount of performance bonds shall be 100 percent of the original contract price, unless the Commission determines that a lesser amount would be adequate for the protection of the Commission.
 - ✓ The Commission may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Commission may secure additional protection by directing the Proposer to increase the penal amount of the existing bond or to obtain an additional bond.

Payment Bond

- ✓ A payment bond is required only when the Proposer uses a subcontractor for this project.
- ✓ When it is determined that a payment bond is required, the Proposer shall be required to obtain payment bonds as follows:
 - ✓ The penal amount of payment bonds shall equal to the subcontractors interest in this project as stated by the subcontractors.

The Proposer may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The Commission shall determine the amount of the advance payment bond necessary to protect the Commission.

Within 90 days after Final Acceptance of the contract those obligations deposited as a performance bond, will be returned, less any amount owed to the Commission as a result of this contract. Obligations deposited as the payment bond, shall be held for a period of one (1) year from the date of acceptance of the contract for settlement of any claims.

Fidelity Bond

During the period of time the Agreement shall be in effect, Contractor shall cause its staff personnel to be covered under an appropriate bond protecting the Commission/Transit Partners from wrongful acts (such as theft, fraud, forgery, etc.) up to the minimum amount of one-hundred and fifty thousand dollars (\$150,000) with respect to any one occurrence by Contractor employees. Evidence of coverage will be provided to the Commission within 30 days of Notice-to-Proceed.

7.20 Milestone Retainage

Retainage for Implementation Period Project Milestones has been set at 5%. Retainage will be released upon Final System Acceptance.

7.21 Prohibited Interests

Prohibited Interest

The parties hereto covenant and agree that, to their knowledge, no board member, officer, or employee of the Commission, during his tenure or for one (1) year thereafter has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the Commission, and that, if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (commencing with Section 1090) or Article 1 of Chapter 7 of Title 9 (commencing with Section 87100) of the Government Code of the State of California.

Interest of Members of / or Delegates to Congress

No member of or delegate to the Congress of the United States shall be admitted to any share of or part of this contract or to any benefit arising therefrom.

7.23 Warranties

In addition to any standard warranties, the Contractor will provide the Commission with warranties for the work contemplated under this RFP in accordance with the warranty requirements outlined in Section 3.8 of this RFP.

7.24 Federal Contracting Requirements

The Contractor shall accept and comply with all applicable federal contracting requirements outlined in Attachment I. Furthermore, the Contractor shall accept any additional federal contract provisions that the Commission is made aware of or determines are required in connection with the Project.

7.25 Ownership of Materials and Service Data

All data, procedures, descriptions, presentations and recommendations accumulated by the Proposer under the contract resulting from this RFP will be owned by the Commission.

The Proposer may not release, distribute, or otherwise utilize any such data without the written approval of the Commission.

7.26 Inspection and Approval of Work

The Proposer will permit the Commission's Project Manager or a duly authorized representative to inspect and audit all work, material and other data and records connected with the contract.

7.27 Patent / Copyright Infringement

At the time of Proposer's bid submittal, the Proposer warrants that all products and services being proposed are free and clear of any and all patent infringements, copyrights, etc.

7.28 Retention of Records

The Proposer will be required to maintain accounting records and other evidence pertaining to the costs incurred for a period of three (3) years beyond contract expiration and shall make the records available at their office at all reasonable times.

7.29 Liabilities against Procuring Agency

The Contractor shall indemnify, keep and save harmless the Commission and Transit Partners, its agents, officials, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, and expenses, which may accrue against the Commission arising out of or resulting from the Contractor's acts or omissions, including acts or omissions of its employees, servants and agents.

7.30 Omission

Notwithstanding the provision of drawings, technical specifications, or other data by the Commission, the Contractor shall have the responsibility of supplying all drawings and details required to make the project complete and ready for service even though such details may not be specifically mentioned in the drawings and specifications.

7.31 Priority

In the event of any deviation between the description of the equipment in the Technical Specifications and other parts of this document, the specifications shall govern.

7.32 Repairs after Non-Acceptance

The Commission may require the Contractor, or its designated representative to perform the repairs after non-acceptance or the work may be done by the Commission's personnel with reimbursement by the Contractor.

Repairs by Contractor

- ✓ If the Commission requires the Contractor to perform repairs after non-acceptance of the

equipment, the Contractor's representative must begin work within five (5) working days after receiving written notification from the Commission of failure of acceptance tests. The Commission shall make the equipment available to complete repairs timely with the Contractor repair schedule.

- ✓ The Contractor shall provide, at its own expense, all spare parts, tools, and space required to complete the repairs.

Repairs by Commission

- ✓ Parts Used: If the Commission decides to perform the repairs after non-acceptance of the equipment, it shall correct or repair the defect and any related defects using Contractor-specified parts available from its own stock or those supplied by the Contractor specifically for this repair. Reports of all repairs covered by this procedure shall be submitted by the Commission to the Contractor for reimbursement or replacement of parts. The Contractor shall provide forms for these parts.
- ✓ Contractor Supplied Parts: If the Contractor supplies parts for repairs being performed by the Commission after non-acceptance of the equipment, these parts shall be shipped prepaid to the Commission from any source selected by the Contractor within 10 working days after receipt of the request for said parts.
- ✓ Return of Defective Components: The Contractor may request that parts covered by this provision be returned to the manufacturing plant. The total cost for this action shall be paid by the Contractor.
- ✓ Reimbursement for Labor: The Commission shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by a per hour, per technician straight wage rate.
- ✓ Reimbursement for Parts: The Commission shall be reimbursed by the Contractor for defective parts that must be replaced to correct the defect. The reimbursement shall include taxes where applicable and 25 percent handling costs.

7.33 Disputes

Protests dealing with restrictive specifications or alleged improprieties in the solicitation must be filed pursuant to *Resolution 91-05: VCTC Contract Protest Procedures (as defined in Attachment J of this solicitation)*.

The protest will contain a statement describing the reasons for the protest and any supporting documentation. Additional materials in support of the initial protest will only be considered if filed within the time limit specified in the paragraph above. The protest will also indicate the ruling or relief desired from the Commission.

7.34 Option of Obtaining Services Outside of the Contract

The Commission reserves the right to contract separately for other services within the scope of this project if in the best interest of the Commission.

7.35 Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (**Form FTA MA(23) October 1, 2016**) between Purchaser and FTA, as they may be amended or

promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

7.36 Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation, DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in **FTA Circular 4220.1F** are hereby incorporated by 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 Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Ventura County Transportation Commission requests which would cause the Commission to be in violation of the FTA terms and conditions.

APPENDIX

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Required Submittals (RFP Checklist)

All of the below referenced documents are required as part of your proposal submittal and any required forms and/or certifications **shall be signed** by an individual or individuals authorized to execute legal documents on behalf of the proposer. Proposers are instructed to include a copy of this RFP Checklist with their proposal submission indicating compliance for each item marked by a checked box. Wherever the word “Consultant” appears in the attachments, it should be read as the equivalent to the word “Contractor.” Wherever the words “bid” or “bidder” appear in the attachments, they should be read as the equivalent to the words “proposal” or “Proposer.”

- Seven (7) hard copies of the proposal, including one (1) signed original
- One USB flash drive containing a soft copy of the written proposal in its entirety, in Adobe Acrobat (PDF) format; and a copy of Cost Proposal forms in Excel format.
- Acknowledgement of Receipt Form
- Table of Compliance
- Milestone Payment Schedule
- Certification of Restriction on Lobbying
- Disadvantaged Business Enterprise
- Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
- Mail-In Reference Questionnaire
- Bid Form

Attachment A - Acknowledgement of Receipt Form

In acknowledgement of receipt of this Request for Proposal: #23-1218, "On-Demand Scheduling & Dispatching System" the undersigned agrees that he / she has received:

- Complete copy of the Request for Proposal beginning with the Title Page and ending with page 87.
- Addendum No:
- Addendum No:
- Addendum No:

(Bidders are to modify this sheet and Insert Additional Addenda references as necessary)

The acknowledgement of receipt should be filled out completely and submitted to the Ventura County Transportation Commission's Maintenance Manager prior to the bid deadline (date and time). It is ultimately your responsibility to check and acknowledge all amendments and addendums.

FIRM:					
REPRESENTATIVE:					
TITLE:			PHONE NO:		
E-MAIL:			FAX NO:		
ADDRESS:					
CITY:			STATE:		ZIP CODE:
SIGNATURE:				DATE:	

This name and address will be used for all correspondence related to the Request for Proposal.

Firm **does / does not** (circle one) intend to respond to the Request for Proposal.

Attachment B - Table of Compliance

	Request for Proposals	Your Proposal	
	Requirement (see corresponding RFP section for full requirement description)	Mark “F” for fully Comply, “P” for Partially Comply or N for “Do Not Comply”	If your proposal does not fully comply, where in your proposal is this explained? (Include Pg#)
3	Scope of Work		
3.1	Functional Requirements – Paratransit Scheduling & Dispatching		
	As Specified.		
	Agency Data & Reporting		
	As Specified.		
	Responsibilities of Contractor		
	As Specified.		
3.2	Functional Requirements – General Purpose DAR/Microtransit Scheduling & Dispatching		
	As Specified.		
	Agency Data & Reporting		
	As Specified.		
	Responsibilities of Contractor		

	As Specified.		
3.3	Information Technology Architecture		
	As Specified.		
3.3.1	Data Backups:		
	As Specified.		
3.3.2	Disaster Recovery Procedures		
	As Specified.		
3.3.3	Continuity of Services		
	As Specified.		
3.4	Kick-off Meeting, Project Management, Training and Correspondence		
	Kick-off Meeting: As Specified		
	Project Management: As Specified		
	Training: As Specified		
3.5	Documentation and Installation		
	Documentation: As Specified		
	Installation: As Specified		
3.6	Testing		
	Test Procedures: As Specified		
	Acceptance Testing: As Specified		
3.7	Project Implementation Schedule		
	As Specified.		

3.8	Warranty and Maintenance		
	As Specified.		
3.8.1	Installation Warranty		
	As Specified.		
3.8.2	Extended Service / Warranty Period		
	As Specified.		
3.8.3	Availability and Mean-Time-Between-Failure (MTBF) Targets		
	As Specified.		
3.8.4	Chargeable and Non-Chargeable Failures		
	As Specified.		

(CONTINUED)

ATTACHMENT B – TABLE OF COMPLIANCE SIGNATURE PAGE

SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL DATE

NAME AND TITLE OF CONTRACTOR'S AUTHORIZED OFFICIAL

Attachment C - Milestone Payment Schedule

Please Specify a suggested Milestone Payment Schedule in accordance with the RFP, Scope of Work and Proposal. Proposers are to add/delete lines, as needed.

MILESTONE PAYMENT SCHEDULE						
Implementation Period						
No.	<u>Milestone Name</u>	<u>Description of Milestone</u> [e.g. deliverables achieved and/or items included in payment]	<u>Proposed by</u> <u>Date</u>	<u>Payment</u>	<u>Less Retainage</u> <u>(5%)</u>	<u>Due</u>
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	Final System Acceptance Issued	100% fleet passed acceptance testing, and 100% back-end system passed acceptance testing; all other testing completed successfully and VCTC issues formal System Acceptance.	_____	_____	N/a	_____

Operations Term						
No.	<u>Item Name</u>	<u>Description of Achievement</u>	<u>Proposed by</u> <u>Date</u>	<u>Payment</u>	<u>Less Retainage</u> <u>(5%)</u>	<u>Due</u>
Y1	Operations Term: Year 1 start	Conclusion of Implementation Period	_____	_____	N/a	_____
Y2	Operations Term: Year 2 start	Conclusion of Year 1	_____	_____	N/a	_____
Y3	Operations Term: Year 3 start	Conclusion of Year 2	_____	_____	N/a	_____
Y4	Operations Term: Year 4 start	Conclusion of Year 3	_____	_____	N/a	_____
Y5	Operations Term: Year 5 start	Conclusion of Year 4	_____	_____	N/a	_____

ATTACHMENT C – MILESTONE PAYMENT SCHEDULE - SIGNATURE PAGE

SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL

DATE

NAME AND TITLE OF CONTRACTOR'S AUTHORIZED OFFICIAL

The above milestone payment schedule refers to the tasks identified above. Proposer may modify Milestone chart in accordance with Proposed System solution. Payment for service/maintenance warranty coverage shall be made upon commencement of service/warranty period(s) as applicable

Attachment D - Certification of Restrictions on Lobbying

RETURN THIS FORM WITH YOUR PROPOSAL

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.

Lobbying Certification

As required by U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, I certify to the best of my knowledge and belief that for each application for federal assistance exceeding \$100,000: (1) No Federal appropriated funds have been or will be paid, by or on behalf of _____, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress pertaining to the award of any Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and (2) If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application to FTA for Federal assistance, I assure that Standard Form-LLL, "Disclosure Form to Report Lobbying," would be submitted and would include all information required by the form's instructions.

I understand that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. I also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Signature & Title of Authorized Official

Date

Attachment E - Disadvantaged Business Enterprise

RETURN THIS FORM WITH YOUR PROPOSAL

_____ hereby certifies that all reasonable efforts have been made to secure maximum disadvantaged business enterprise (DBE) participation in this contract.

BY: _____
Authorized Official

Title

Please include on a separate sheet the names, addresses of all DBEs contacted or that will participate in the contract, the scope of work, dollar amount of for each participating DBE. Also describe all efforts which have been made to secure maximum DBE participation.

All participating DBEs must complete the DBE affidavit, attached.

Affidavit of Disadvantaged Business Enterprise

RETURN THIS FORM WITH YOUR PROPOSAL

I hereby declare and affirm that I am a qualifying DBE as describe in 49 CFR part 26 and that I will provide information to document this fact.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE FOREGOING STATEMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

BY: _____

Title: _____

Date: _____

Attachment F- Certification of Primary Participant Regarding Debarment, Suspension, and other Responsibility Matters

RETURN THIS FORM WITH YOUR PROPOSAL

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (applicant for an FTA grant or cooperative agreement, or Potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principals:

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 proposal 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 application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICATION FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), _____ 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.

Signature of Contractor's Authorized Official

Date

Typed Name and Title of Contractor's Authorized Official

Attachment G - Mail-In Reference Questionnaire

Proposer Company: _____ Date: _____

Reference Company: _____ Phone: _____

Contact Name: _____

Title: _____

I. Instructions for Completion

A. Proposing Company

1. Type your company name on "Proposing Company" line.
2. Type the company name of your reference on "Reference Company" line.
3. **Mail or e-mail** this form to your references; three (3) are required. To ensure receipt of an adequate number of reference responses, we recommend sending Questionnaires to more than three (3) companies.
4. Under no circumstances will reference questionnaires be accepted directly from proposer.
5. It is your responsibility to follow up with your references to ensure timely receipt of questionnaires.
6. The Commission/Transit Partners will not be an acceptable reference, nor will any member of the Proposer's organization.

B. Reference Company (e.g. Public Transit Agency)

1. Print the responding individual's name, title, phone # and date on the appropriate lines.
2. Legibly write or type your response in the following manner. Use this form or using a separate sheet of paper, restate each question followed by your answer.
3. Mail, email or fax your completed questionnaire to:

Ventura County Transportation Commission
Attn: Aaron Bonfilio
950 County Square Drive, 207
Ventura, CA 93003

4. This completed questionnaire MUST be received by the RFP due date: **September 1, 2020**.
5. DO NOT return this questionnaire to the proposing company.

II. Qualifying Questions – PLEASE ANSWER ALL QUESTIONS

1. Are you the primary person responsible for contract administration with the proposing company?

Yes No

2. What was the nature of the project you contracted with the proposing company for?

3. When did your contract with the proposing company begin?

4. When did your contract with the proposing company end? **(If not ended, when will it end?)**

5. What was the approximate annual cost of the proposing company's contract with you?

III. Evaluated Questions. Please answer the following sixteen (16) questions using the scale provided:

1. Please rate the quality of the proposing company's overall service.

Excellent Good Fair Poor

2. How well did the proposing company meet your stated goals?

Excellent Good Fair Poor

3. How would you rate the response time of the proposing company to your calls or emails?

Excellent Good Fair Poor

4. Were the proposing company communications with you clear and concise?

Always Usually Sometimes Never

5. Were the milestones identified for the project schedule consistently met?

Always Usually Sometimes Never

6. Did the proposing company keep you informed of progress?

Always Usually Sometimes Never

7. Did the proposing company keep you informed of problems that would affect a timely and satisfactory outcome of your project?

Always Usually Sometimes Never

8. Was the team originally assigned to your project (including project manager) maintained for the duration of your project?

Yes No

9. If proposing company replaced a project manager or staff, was your prior approval obtained?

Yes No

10. Have you ever had to request that any of the proposing company's team be replaced?

Yes No

If yes, please explain:

11. Did you experience any problems with the accuracy of the proposing company's billing?

Yes No

12. Did you experience problems with the proposing company canceling meetings or conference calls?

Yes No

13. Was the proposing company reasonable and prudent with travel and incidental expenses?

Yes Usually Sometimes No

14. Have the problems you experienced with the proposing company been dealt with to your satisfaction?

Always or No Problem Usually Sometimes Never

15. Was the proposing company flexible in meeting your requirements?

Yes Usually Sometimes No

If no, please explain.

16. From the beginning of your first contract with the proposing company, how long did it take for you to receive benefits from the proposing company's efforts on your behalf?

One Year Two Years Three Years Four Years or More

IV. Additional Questions

1. What would you do differently next time you undertake a similar contract?

2. Explain why you would or would not do business with the proposing company again.

3. Did you use specific performance criteria to measure progress on your project? Would you be willing to share them with us?

4. What suggestions do you have to make the process easier and/or more productive?

Attachment H - Proposal Declaration Form

VENTURA COUNTY TRANSPORTATION COMMISSION
Automated Vehicle Location & Passenger Information System
Request for Proposals No. 20-710

PROPOSAL DECLARATION FORM

To: Ventura County Transportation Commission

Pursuant to and in compliance with your Request for Proposals, calling for proposals and related documents, the undersigned proposer, having familiarized himself with the terms and conditions of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done and the drawings and specifications and other contract documents, proposes and agrees to perform the contract within the time stipulated; including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with this proposal and all in strict conformity with the drawings and specifications and other contract documents, including addenda number _____.

The proposer has carefully examined the plans and specifications for this project prepared and furnished by Ventura County Transportation Commission and acknowledge their sufficiency.

It is understood and agreed that the work under the contract shall commence by the proposer, if awarded the contract, on the date to be stated in Ventura County Transportation Commission's "Notice to Proceed."

I, the proposer identified below, declare under penalty of perjury, that the information provided and representations made in this bid are true and correct and that this declaration was executed on:

_____ day of _____, 2020

NAME OF PROPOSER: _____

CORPORATE OR
COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

SIGNATURE: _____ DATE: _____

Attachment I - Federally Required & Other Model Contract Clauses

FTA Contract Clauses

No Obligation by the Federal Government *(Required for all Contracts)*

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.

Program Fraud and False Or Fraudulent Statements And Related Acts *(Required for all Contracts)*

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.

Access to Records *(Required for all Contracts)*

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.

Federal Changes *(Required for all Contracts)*

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.

Termination *(Required for all projects over \$10,000)*

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 [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.

Title VI Of The Civil Rights Act Of 1964 *(Required for all Contracts)*

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 City 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 City 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, City 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. 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.

Disadvantaged Business Enterprises *(Required for all Contracts)*

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 City 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 City for good cause pursuant to provisions of Section 1.1 below.

No later than Thirty (30) days after receiving payment of retention from City 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 City for good cause pursuant to provisions of Section 5.1 below.

There shall be no substitution of any DBE subcontractors subsequent to award of this Contract without the written approval of the City's DBE Officer.

Incorporation of Federal Transit Administration (FTA) Terms *(Required for all Contracts)*

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.

Debarment and Suspension *(Required by all projects greater than \$25,000)*

- A. The Contractor shall include in each subcontract exceeding \$25,000, 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 \$25,000 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 \$25,000 shall certify as follows:

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or Potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principals:

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 proposal 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 application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICATION FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), _____
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.

Signature of Contractor's Authorized Official

Date

Typed Name and Title of Contractor's Authorized Official

Fly America Requirements *(Required for all Contracts)*

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.

Davis-Bacon and Copeland Anti-Kickback Acts *(Required for Construction Projects Greater than \$2,000)*

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon 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), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting

officers shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: 1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and, 2. The classification is utilized in the area by the construction industry; and 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and 4. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and

3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The [*insert name of grantee*] 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on 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), all or part of the wages required by the contract, the [*insert name of grantee*] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) 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 or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(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 or 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 or program is financially responsible, and that the plan or 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.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the [**insert name of grantee**] for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department

of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees* - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (iii) *Equal employment opportunity* - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal

employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contract Work Hours And Safety Standards Act *(Required for Operations/Management, Rolling Stock Purchases and Construction Projects over \$2,500)*

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.

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 therefor 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.

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.

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.

(Section 102 non-construction contracts should also have the following provision:)

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\(a\)\(2\)\(B\)](#) 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.

(This section is applicable to construction contracts only)

The Contractor agrees to comply with section 107 of the Contract Work Hours and safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

Subcontracts – The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who

agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

Transit Employees Protective Act *(Required for Operations and Management Projects)*

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

1. 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.
2. 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.
3. 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.

Federal Privacy Act *(Required for all Contracts)*

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Energy Conservation *(Required for all Contracts)*

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Recycled Products *(Required for Operations and Management, Construction and Materials and Supplies Projects greater than \$10,000)*

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.

National Intelligent Transportation Systems Architecture and Standards *(Required for all Contracts)*

The Recipient agrees to: (1) Conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), as amended by MAP-21, unless it obtains an exemption from those requirements, and (2) Except as the Federal Government determines otherwise in writing, follow: (a) FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.* 1455, January 8, 2001, and (b) Other applicable Federal guidance.

Access Requirements For Persons With Disabilities (ADA) *(required for all contracts)*

The Recipient agrees to comply with the requirements of 49 U.S.C. § 5301(d) which states the

Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Recipient also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto. In addition, the Recipient agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (10) Any implementing requirements FTA may issue.

State and Local Government Laws/Regulations *(Required for all Contracts)*

To the extent required under Federal law, the State, as the Recipient, agrees to provide the following information about FTA funding for State Programs or Projects: a. Types of Information. The State will provide information including: (1) Identification of FTA as the Federal agency providing the Federal funds for the Program or Project, (2) The Catalog of Federal Domestic Assistance Number of the Program from which the Federal funding for the Program or Project is authorized, and (3) The amount of Federal funds FTA has provided for the Program or Project, and b. Documents. The State will provide the information required under this provision in the following documents: (1) Requests for proposals, (2) Solicitations, (3) Grant or cooperative agreement applications, (4) Forms, (5) Notifications, (6) Press releases, and (7) Other publications.

Attachment J – Resolution 91-05 VCTC Contract Protest Procedures

RESOLUTION 91-05

A RESOLUTION OF THE VENTURA COUNTY TRANSPORTATION COMMISSION ADOPTING CONTRACT PROTEST PROCEDURES

SECTION I.

THE VENTURA COUNTY TRANSPORTATION COMMISSION DOES HEREBY DETERMINE AND FIND AS FOLLOWS:

- A. The Ventura County Transportation Commission (hereinafter, “VCTC”) does from time to time solicit bids from contractors for work and/or proposals for professional services; and
- B. There is a potential that an Interested Party (as defined in Section II.A, below), may at some time wish to protest the determinations hereinafter set forth as protestable; and
- C. It is in the interest of the health, safety and general welfare of the residents of Ventura County and potential Interested Parties that the Commission establish procedures for protests to contracts awarded by, and bids or proposals on contracts received by VCTC, as hereinafter set forth:

SECTION II.

NOW, THEREFORE, THE VENTURA COUNTY TRANSPORTATION COMMISSION DOES HEREBY RESOLVE AS FOLLOWS:

A. GENERAL.

- 1. This policy specifies procedures for Interested Parties (as hereinafter defined) protesting the following staff actions:
 - (a) A written notice, by, or on behalf of, the Executive Director denying a bidder’s or proposer’s request for a change in contract requirement; and
 - (b) A written recommendation to Ventura County Transportation Commission (“VCTC”) or a decision made by, or on behalf of, the Executive Director to disqualify a proposer, bidder or subcontractor; and
 - (c) A written recommendation by, or on behalf of, the Executive Director that VCTC award a contract to a particular bidder or proposer.
- 2. This policy does not govern any VCTC staff decision not listed in this Section II.A.

3. When a protest has been properly filed, pursuant to the procedures hereinafter set forth, prior to contract award, the VCTC shall not award the contract prior to deciding the protest. When a protest has been properly filed before the opening of bids, bids shall not be opened prior to the VCTC decision on the protest. When a protest has been filed properly after the contract is awarded, the contract shall not be executed until the protest is resolved by the VCTC.
4. Materials submitted as a part of the protest resolution process will be available to the public except to the extent that:
 - (a) The information is designated proprietary by the person submitting the information to VCTC. If the person submitting material to VCTC considers that the material contains proprietary material which should be withheld, a statement advising of this fact shall be affixed to the front page of the material submitted and the alleged proprietary information must be specifically identified in the body of the materials wherever it appears.

B. FILING A PROTEST

1. Protests may be filed only by "Interested Parties". "Interested Parties" are defined as (a) bidders who have responded, and prospective bidders who may respond, to a request for bids, (b) prospective professional services contractors who may respond, and professional service contractors who have responded, to a request for proposals on a VCTC contract and/or a generally funded contract, and (c) subcontractors or suppliers at any tier who have a substantial economic interest in an award, a provision of the specifications, or a bid or proposal submitted to VCTC by a prime contractor, or in the interpretation of the provisions of such documents.
2. Protests to a contract requirement must be filed at least ten (10) working days prior to bid opening or the deadline for receiving proposals. Protests to VCTC staff actions must be filed within five (5) working days of receipt by the bidder or proposer from the Executive Director, or a person authorized to act on behalf of the Executive Director, or written notice of the VCTC staff action.
3. Protests shall be addressed to Ventura County Transportation Commission, 950 County Square Drive, Suite 207, Ventura, California, 93003, or such other address as may appear on the request for proposal for bid solicitation.
4. Protests shall be in writing and contain a statement of the ground(s) for protest. At least ten (10) copies of the protest shall be submitted by the protestor in the time and manner specified in this section.
5. The Executive Director, or an authorized person acting on behalf of the Executive Director, shall provide notice, by telephone, telephone facsimile (FAX) or by letter, to all bidders and/or persons who have submitted proposals on the contract which is subject to the protest known to VCTC. Such notice shall state that a protest has been filed with VCTC and identify the name of the protestor. The notice shall be given not more than five (5) working days after receipt of a properly filed protest. The notice shall state that bidders will receive further information relative to the

protest only by submitting a written request for further information to the Executive Director.

C. VCTC PRELIMINARY RESPONSE TO A PROTEST: MEETING WITH STAFF TO ATTEMPT EARLY RESOLUTION OF THE PROTEST

1. Not more than ten (10) working days after receipt of a properly filed protest, the Executive Director, or a person authorized to act on his or her behalf, shall prepare and distribute to the protestor and to all persons specified in Section B.5, above:
 - (a) A written preliminary response to the protest. This response shall include a brief explanation of the reasons why the protested VCTC staff action is justified; and
 - (b) The time, date and place of the meeting described in Section C.2, below.
2. The Executive Director and/or appropriate VCTC staff shall meet with the protestor to discuss and attempt to resolve the protest within thirty (30) days of the response required by section C.1(a) above.
3. After the meeting required by Section C.2, above the protestor shall within five (5) working days give the Executive Director written notice that either the protest is withdrawn or, alternately, that the protestor requests further consideration of the protest. In the event that the protestor fails to file the notice required by this Section C.3 at the office of the Executive Director within five (5) working days after the meeting, the protest shall be deemed withdrawn.

D. FURTHER INVESTIGATION

1. If a protest is not withdrawn pursuant to Section C.3, above, the Executive Director shall, within thirty (30) days of receipt of the notice from the protestor described in Section C.3, above, further investigate the protest with the assistance of the VCTC staff.
2. The Executive Director may contract for third-party consulting services when necessary to investigate a protest. The Executive Director may negotiate with the protestor and other interested parties the sharing of the cost of such consulting services.
3. As part of the investigation, the Executive Director shall establish a reasonable time within which VCTC, the protestor, and other interested parties shall exchange all documents and arguments relevant to the protest; provided, however, that such time shall not exceed thirty (30) days without the concurrence of the protestor and the Executive Director.

E. INTENDED DECISION: COMMENTS BY PROTESTOR AND OTHER PARTIES

1. Following investigation, the Executive Director shall, within thirty (30) days, prepare and distribute to the protestor and all persons specified in Section B.5:

- (a) An intended decision recommending actions which the Executive Director believes the VCTC should take to resolve the protest and specifying the reasons for the recommended action of the VCTC.
 - (b) A statement of the date within which the protestor and other persons must submit written comments with respect to the intended decision. Such date shall allow a reasonable period for rebuttal and shall vary according to the complexity of the particular protest;
 - (c) Given written notice to all Interested Parties of the time, date and place of the VCTC meeting at which the protest will be considered.
2. The following materials shall be included in the agenda package sent to VCTC members prior to the VCTC meeting and shall be available to any person at the VCTC office at least five (5) working days before the hearing:
- (a) The intended decision described in Section E.1(a), above.
 - (b) All written comments received within the submittal period described in Section E.1(b), above.
 - (c) If the Executive Director has revised his/her intended decision since its distribution pursuant to Section E.2(a), above, a written description of the new intended decision and the reasons for revision.

F. VCTC CONSIDERATION

- 1. At the hearing, VCTC staff and any person may present evidence relating to the protest. At the beginning of the hearing, the Chair of the VCTC may announce time limits on testimony and other procedural rules which, in the opinion of the Chair, are reasonable necessary to preclude repetitious or irrelevant testimony and afford all persons wishing to testify the opportunity to be heard.
- 2. In rendering its decision on the protest:
 - (a) VCTC may adopted or amend the intended decision and findings of fact prepared by the Executive Director and Staff; or
 - (b) Make findings and adopt a decision different from the findings and intended decision of the Executive Director; or
 - (c) Elect to defer its decision and direct VCTC staff
 - (d) To Further investigate the protest; or

- (e) Hire an impartial hearing officer to conduct a hearing and prepare a written recommended decision, including findings of fact, to be returned to VCTC for decision which shall be made pursuant to the procedures outlined in this Section