



VENTURA COUNTY TRANSPORTATION COMMISSION

**REQUEST FOR PROPOSAL (RFP)
FOR**

**TRIENNIAL PERFORMANCE AUDITS OF THE VENTURA COUNTY TRANSPORTATION
COMMISSION (VCTC) AND VENTURA COUNTY TDA CLAIMANTS FY22/23-FY24/25**

RELEASE DATE: SEPTEMBER 12, 2025

PROPOSALS DUE DATE: OCTOBER 30, 2025

INTRODUCTION

The Ventura County Transportation Commission (VCTC), which serves as the Regional Transportation Planning Agency (RTPA) for Ventura County, is required by Section 99246 of the California Public Utilities Code (the “Transportation Development Act”, hereinafter “TDA”) to triennially designate an entity other than itself to conduct a performance audit of its activities. Operators that receive funding under Article 4 of the TDA are required to have a performance audit. Between fiscal years (FY) 2023 and 2025, this includes:

- Gold Coast Transit District (GCTD)
- Thousand Oaks Transit (eligible for both article 4 & 8)
- Simi Valley Transit

The following agencies are sub recipients to GCTD and will need to be audited through GCTD.

- County of Ventura
- City of Ojai
- City of Oxnard
- City of San Buenaventura
- City of Port Hueneme

Claimants that receive funding under Article 4.5, Article 8, or STA funds are not statutorily required to have a performance audit; however, to enable a comprehensive and objective review that serves the benefit of both the RTPA and the transit provider, performance audits should be conducted of all operators that are allocated funding under the TDA. These claimants include:

- VCTC Intercity Service
- Camarillo Area Transit
- Moorpark City Transit
- City of Fillmore
- City of Santa Paula
- Valley Express
- ECTA

Currently there are no Article 4.5 claimants in Ventura County for this audit period.

VCTC is therefore seeking proposals to conduct performance audits of itself, as the RTPA, and its TDA claimants. The final products of this RFP will be completion of performance audits for VCTC and its claimants covering Fiscal Years 22/23, 23/24 and 24/25. The audits must be conducted in compliance with relevant sections of the Transportation Development Act and shall evaluate the efficiency, effectiveness, and economy of the operation of the entity being audited. They shall be conducted in

accordance with the efficiency, economy, and program results portions of the Comptroller General's "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions."

TDA legislation specific to Ventura County

Effective July 1, 2014, special TDA legislation went into effect specific to Ventura County. Senate Bill 203 (SB 203) amended SB 716 to allow cities under 100,000 population and not a part of the Gold Coast Transit District (i.e. Camarillo, Fillmore, Moorpark and Santa Paula) to continue to claim TDA funds for local streets as long as the entity's reasonable transit needs are met. Senate Bill 644 created the Gold Coast Transit District (GCTD) consisting of the County of Ventura and the cities of Ojai, Oxnard, Port Hueneme and San Buenaventura. Effective July 1, 2019, Senate Bill 848 allowed the City of Thousand Oaks (even though it is over 100,000 population), to claim TDA funds for local streets as long as their reasonable transit needs are met.

VCTC, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, notifies all proposers that it will affirmatively insure that, in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, religion, color, sex or national origin in consideration for award.

SCOPE OF WORK

The Ventura County Transportation Commission (VCTC) is seeking proposals from qualified consultants to conduct triennial performance audits of VCTC and its Transportation Development Act (TDA) claimants for Fiscal Years 2022/23 through 2024/25. The performance audits must evaluate efficiency, effectiveness, and economy in accordance with the Transportation Development Act and the Comptroller General's *Standards for Audit of Governmental Organizations, Programs, Activities, and Functions*.

The selected consultant will be responsible for completing performance audits of VCTC and each operator, preparing draft and final audit reports, and presenting findings to VCTC committees and boards.

The detailed scope of work is provided in: Attachment A – Scope of Work.

PROPOSAL REQUIREMENTS

Proposal Deadline

Five (5) hardcopies and one (1) electronic copy in PDF format on a USB flash drive of the Consultant's proposal shall be submitted by **Thursday, October 30, 2025** no later than **4:00 P.M.** (electronic submissions will not be accepted). **Proposals delivered after the stated date and time will not be**

considered and returned to the proposing firm unopened. Proposals shall be delivered to the VCTC offices at:

Ventura County Transportation Commission
TDA Triennial Performance Audit
751 East Daily Drive, Suite 420
Camarillo, CA 93010

There is no expressed or implied obligation for the VCTC to reimburse responding firms for any expenses incurred in the preparation or delivery of proposals in response to this request. All proposals and material submitted will become the property of the VCTC and will not be deemed confidential or proprietary. The VCTC reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected. All submissions are considered a matter of public record.

VCTC Contact Information

All questions, comments and proposals should be directed to:

Dolores Lopez, Transit Planner
Ventura County Transportation Commission
751 East Daily Drive, Suite 420
Camarillo, CA 93010
Phone: (805) 642-1591 (ext. 117)
Email: dlopez@goventura.org

Required Proposal Content

Proposals shall include the following required elements. Any proposal not containing the required elements will be deemed to be incomplete and removed from any further consideration.

1. **Title Page** - Indicate RFP subject, name of proposer's firm, address, telephone number, name of contact person, and date of proposal.
2. **Table of Contents** – A listing of the major sections in the proposal and the associated page numbers.
3. **Letter of Transmittal** - Briefly state the proposer's understanding of the work to be performed and time commitment to complete the work within the specified time period and within the agreed upon costs. The letter should be signed by an authorized representative authorized to negotiate on behalf of the firm. Include the names and contact information of all subcontractors. Provide the names and titles of individuals authorized to represent the proposer. Letter should include acknowledgement of all addenda and proposed exceptions to the draft contract. Letter should be no longer than three pages.
4. **Firm Profile** – Provide a brief description of the firm and include a summary of the firm's capabilities and experience in providing triennial performance audit services for public entities. A brief profile of the firm including the capability to provide the required services;

size and location of offices, and number of employees, and areas of expertise. Include any information that may be of value to the Commission in evaluating the firm's qualifications.

5. **Firm's Qualifications** – Provide assignments that are similar in nature/or related to the work described in the Statement of Work.
 - Provide at least five (5) references reflecting comparable services for public agencies. Each reference shall include: Agency name, address, contact person, email and telephone number, and dates of work performed. Sample reports may be summarized and attached or submitted in an Appendix digitally.
6. **Proposed Staffing** – Provide a list of proposed staff, their qualifications and backgrounds identifying the proposed project manager and staff positions for the study. Include brief resumes of key personnel highlighting their skill, knowledge, and understanding of applicable subject matter, experience on comparable projects, education and applicable professional credentials. Indicate what proportion of their time key personnel will devote to this project.
7. **Technical Approach** – Describe how the study is proposed to be conducted, including public outreach, data collection and compilation, analysis, consensus building and stakeholder approvals. Describe project management techniques and strategies to ensure quality and deliver project on time and within budget.
8. **Preliminary Schedule** - Provide a draft schedule for study completion.
9. **Cost Structure** – The prospective contractor shall prepare a detailed cost proposal for the work to be performed. The cost proposal shall itemize all items to be charged including travel charges that will be involved in the project and included in the proposed amount. Costs shall be segregated to show staff hours, rates indicating the effort in person-hours which will be contributed by each professional (including any subcontractor) during each phase of the project. The cost proposal shall include the total expected number of hours and a time line for completing the project.

Proposal Evaluation

Proposals will be reviewed by a consultant selection committee comprised of study stakeholders selected by VCTC. Interviews, if required by VCTC at its sole discretion, will be held at virtually on via Teams Meeting at a date and time to be determined. Each proposal will be scored according to the criteria below. The primary objective of this RFP is for VCTC to select a qualified contractor to perform the SOW at a fair and reasonable cost. Accordingly, VCTC may not make an award to the proposer with the highest technical ranking, nor award to the proposer with the lowest price that is technically acceptable if doing so would not be in the overall best interest of VCTC. VCTC will enter into negotiations with the proposer it determines to be most qualified and in the best interest of the agency. If negotiations are unsuccessful, VCTC may, at its sole discretion, enter into negotiations with another proposer or reject all proposals. In addition, VCTC reserves the right to select a proposal without conducting interviews or cancel this RFP. Final selection of a consultant and authority awarding the contract to proceed with these services shall be at the sole discretion of the VCTC Board.

VCTC reserves the right to award in whole or in part, by item or group of items, when such action serves the best interest of VCTC.

Proposals will be evaluated according to the following criteria:

SCORE**CRITERIA**

30%	Qualifications – Experience in performing work of a closely similar nature and size; strength and stability of the firm; experience and technical competence of sub-contractors and assessment of client references.
20%	Qualifications of Staffing - qualifications of project staff, logic of project organization, references.
30%	Work Plan – Understanding of the purpose and requirements of the audit; approach to be followed and tasks to be performed; relative allocation of resources to key tasks; and proposed project schedule and ability to meet deadlines.
10%	Cost - Reasonableness of the total cost based on anticipated requirements and quality of service for said cost; adequacy of data in support of figures quoted; basis on which prices are quoted.
10%	Completeness of Response - Completeness of response in accordance with RFP instructions; exceptions to or deviations from the RFP requirements that the Commission cannot or will not accommodate; other relevant factors not considered elsewhere.

The Consultant will be selected based on qualifications and demonstrated competence and the contract may not be awarded to the lowest price responsible proposer. When selecting the Consultant, the skill and ability of the project team performing the services is a key component of the selection criteria. The selected Consultant will be the one that will provide services in VCTC's overall best interest and may not be the lowest priced proposal.

Request for Proposal Schedule

Proposal schedule is subject to change. Firms considering responding to the RFP should monitor VCTC's website for changes. Firms that submit a proposal will be notified by email of any change in dates or times.

- **Request for Proposal released:** Friday September 12, 2025
- Requests for Clarification Due: Friday September 26, 2025
- Replies to Requests for Clarification: Monday October 10, 2025
- **Proposal Deadline** – Thursday Oct 30, 2025 by 4:00pm
- Proposal review and evaluation: November 03 – November 17, 2025
- Oral interviews (if required): TBD via Microsoft Teams Meeting
- Approximate Contract Award and Notice to Proceed: Friday December 5, 2025

Additional Information

The complete Request for Proposal, questions and responses and the proposal results will be posted on VCTC's website at: <https://www.goventura.org/work-with-vctc/contracts/>

Form Consulting Services Agreement

A form Consulting Services Agreement is attached hereto and incorporated herein. Firms interested in responding to this RFP should be prepared to enter into the agreement under the standard terms and should be able to provide the required insurance. If the VCTC is unable to negotiate a satisfactory agreement with the top-ranked proposer, with terms and conditions the VCTC determines, in its sole judgment, to be fair and reasonable, then the VCTC may commence negotiations with the next most qualified proposer in sequence, until an agreement is reached or determination is made to reject all submittals. The VCTC and Consultant may agree to add additional work to the Project work scope by a later agreement. The VCTC may elect to stop work at any time in the contract and will pay for work completed to that point on a time and material basis.

Reservation of Rights

VCTC reserves the right to:

- 1. Accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in a proposal or any item or part thereof;.**
- 2. Withdraw or cancel this RFP at any time without prior notice and VCTC makes no representation that any Contract will be awarded to any contractor responding to this RFP.**
- 3. Reject all Proposals and to re-issue (or not re-issue) a new RFP for the same or similar work.**
- 4. Postpone proposal openings, review and/or evaluation for its own convenience. Proposers may withdraw their proposals before the proposal submittal date by submitting a written request signed by an authorized representative of the proposer, and delivered to VCTC at the address identified herein.**
- 5. Award multiple contracts as a result of this RFP and reserves the right to award contracts for similar services outside of this RFP process.**
- 6. Alter the Selection Process Dates.**
- 7. Remedy technical errors in the RFP process.**
- 8. Request additional information from Proposers and investigate the qualifications of all firms under consideration.**
- 9. Confirm any part of the information furnished by a Proposer.**
- 10. Obtain additional evidence of managerial, financial or other capabilities.**
- 11. Negotiate with any, all, or none of the Proposers;**
- 12. Solicit best and final offers from all or some of the Proposers;**

13. Accept other than the lowest-priced Proposal;

Protests

Any protest of the award or RFP process shall be submitted and evaluated in accordance with VCTC's protest procedures attached as Attachment B.

Relationship to Final Agreement

This Request for Proposal shall be included in its entirety in any agreement between VCTC and the firm selected by the Consultant Selection Panel.

Attachment A

Scope of Work

Public Utilities Code Section 99246 states that the performance audit shall evaluate the efficiency, effectiveness and economy of the operation being audited. In addition, the audits must be conducted in conformance with the Comptroller General's "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions." The Consultant shall, at a minimum, include the following work elements:

1. Performance Audit of VCTC

1.1. Determine Compliance with Legal and Regulatory Requirements

The consultant will be required to review and determine all TDA claimants' compliance with the Transportation Development Act and related sections of the California Code of Regulations. The specific Code Sections for which compliance is to be verified are those specified within the Transportation Development Act. Should the consultant identify instances of non-compliance, a finding regarding the non-compliance should be made in the audit report.

1.2. Follow-up on Prior Year Performance Audit Recommendations

The consultant will review the most recent prior performance audits for VCTC and assess the implementation of audit recommendations. The auditor will need to make determinations as to whether recommendations, which have not been implemented, are:

- a) no longer applicable,
- b) infeasible, or
- c) should still be implemented.

If a prior audit recommendation has not been implemented but still has merit, the consultant should include the prior audit recommendation in the current audit report. The consultant will evaluate recommendations, which have been implemented or are being implemented. For these recommendations, the consultant should assess the benefits provided (or likely to be provided) by the recommendation. Significant accomplishments in implementing prior recommendations should be recognized.

1.3. Review VCTC Functions

The consultant will review each VCTC TDA-related function consistent with the efficiency, economy, and program results portions of the Comptroller General's "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions." The functional review is expected to include interviews with VCTC management and staff.

Such concerns of inefficient or ineffective performance should lead to further investigation. The detailed investigation of functional concerns, problems, and potential improvements should make up the basis of most findings in the audit report.

2. Performance Audit of Transit Operators

2.1. Determine Compliance with Statutory and Regulatory Requirements

The consultant will be required to review and determine the operator's compliance with the Transportation Development Act and related sections of the California Code of Regulations. At a minimum, the Code Sections for which compliance is to be verified are those specified within the Transportation Development Act. Should the consultant identify instances of non-compliance, a finding regarding the non-compliance should be made in the audit report.

2.2. Follow-up Prior Performance Audit Recommendations

The consultant will review the most recent prior performance audits for the operator and assess the operators' implementation of audit recommendations. The auditor will need to make determinations as to whether recommendations, which have not been implemented, are

- a) no longer applicable,
- b) infeasible, or
- c) should still be implemented.

If a prior audit recommendation has not been implemented but still has merit, the consultant should include the prior audit recommendation in the current audit report. The consultant will evaluate recommendations, which have been implemented or are being implemented. For these recommendations, the consultant should assess the benefits provided (or likely to be provided) by the recommendation. Significant accomplishments in implementing prior recommendations should be recognized.

2.3. Verify Performance Indicators

As part of the performance audit, Section 99246 of the Public Utilities Code requires verification of five performance indicators: operating cost per passenger; operating cost per vehicle service hour; passengers per vehicle service hour; passengers per vehicle service mile; and vehicle service hours per employee. The consultant will review and validate the operator's collection of basic data needed to calculate these indicators for each fiscal year in the triennium. The consultant will be expected to analyze performance indicators with the intent of identifying potential issues or concerns that may need further examination during the functional review.

The performance audit may include performance evaluations both for the entire system and for the system excluding special, new or expanded services instituted to test public transportation service growth potential. As part of the functional review described below, the consultant will be expected to select, calculate and analyze additional performance indicators, which are appropriate to identify, quantify and/or resolve performance problems and potential areas for improvement.

2.4. Review Operator Functions

The consultant will review each operator function, consistent with the Transportation Development Act. The functional review is expected to include interviews with the operator's management and staff.

Such concerns of inefficient or ineffective performance should lead to further investigation, which may include the verification and calculation of additional performance indicators. This detailed investigation of functional concerns, problems, and potential improvements should make up the basis of most findings in the audit report.

3. Presentations

3.1. Present to TRANSCOM – Virtual Presentation

The consultant will be required to present both the draft audit reports and the final audit report to the Transit Operators Advisory Committee (TRANSCOM). A verbal presentation supplemented by copies of the reports is sufficient.

3.2. Present to the Ventura County Transportation Commission – On Site Presentation

The consultant will be required to present the final audit report to the VCTC Commission. A verbal and PowerPoint presentation shall accompany the report.

3.3. Present to the Gold Coast Transit District – On Site Presentation

The consultant will be required to present the final audit report to the GCTD Board. A verbal and PowerPoint presentation shall accompany the report.

Deliverables

This project shall, at a minimum, include the following tasks and specific deliverables:

Task	Deliverables
1 Performance Audit of VCTC	Draft audit report, final audit reports
2 Performance Audit of Transit Operators	Draft audit report, final audit reports
3 Presentations	Present to Transcom, VCTC and GCTD

The draft audits can be submitted electronically. Please provide an electronic copy and seven (7) hard copies of the final audits.

TDA Performance Audit Schedule

The tentative schedule for the TDA Performance Audit is as follows:

- Present draft Audit to TRANSCOM - March 11, 2026
- Present final Audit to TRANSCOM - April 08, 2026
- Present to VCTC Commission - May 8, 2026
- Present to GCTD Board - May 6, 2026
- Submit – June 15, 2026

The Consultant shall include a draft study schedule in their proposal and a final schedule within thirty (30) days of Notice to Proceed.

Attachment B

CONSULTANT SERVICES AGREEMENT BETWEEN THE VENTURA COUNTY TRANSPORTATION COMMISSION AND

[NAME OF CONSULTANT]

THIS AGREEMENT for consulting services is made by and between the Ventura County Transportation Commission ("VCTC") and _____ ("Consultant") (together referred to as the "Parties") as of _____, 2025 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to VCTC the consulting services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on _____, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect VCTC's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that VCTC, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from VCTC of such desire of VCTC, reassign such person or persons.

- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. **COMPENSATION.** VCTC hereby agrees to pay Consultant a sum not to exceed \$_____, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. VCTC shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from VCTC to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to VCTC in the manner specified herein. Except as specifically authorized by VCTC in writing, Consultant shall not bill VCTC for duplicate services performed by more than one person.

Consultant and VCTC acknowledge and agree that compensation paid by VCTC to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. VCTC therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At VCTC's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to VCTC when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and VCTC. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time

necessary to complete work under any other agreement between Consultant and VCTC, if applicable.

- 2.2 Monthly Payment.** VCTC shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. VCTC shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 Final Payment.** VCTC shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to VCTC of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** VCTC shall pay for the services to be rendered by Consultant pursuant to this Agreement. VCTC shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. VCTC shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded and no separate additional amount is set aside for expenses.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that VCTC or Consultant terminates this Agreement pursuant to Section 8, VCTC shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of

termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

2.10 Prevailing Wage. Where applicable, the wages to be paid for a day's work to all classes of laborers, workmen, or mechanics on the work contemplated by this Agreement, shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where the work hereby contemplates to be performed as determined by the Director of Industrial Relations pursuant to the Director's authority under Labor Code Section 1770, et seq. Each laborer, worker or mechanic employed by Consultant or by any subcontractor shall receive the wages herein provided for. The Consultant shall pay two hundred dollars (\$200), or whatever amount may be set by Labor Code Section 1775, as may be amended, per day penalty for each worker paid less than prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Consultant to each worker.

An error on the part of an awarding body does not relieve the Consultant from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770 1775. VCTC will not recognize any claim for additional compensation because of the payment by the Consultant for any wage rate in excess of prevailing wage rate set forth. The possibility of wage increases is one of the elements to be considered by the Consultant.

a. Posting of Schedule of Prevailing Wage Rates and Deductions. If the schedule of prevailing wage rates is not attached hereto pursuant to Labor Code Section 1773.2, the Consultant shall post at appropriate conspicuous points at the site of the project a schedule showing all determined prevailing wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

b. Payroll Records. Each Consultant and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant in connection with the public work. Such records shall be certified and submitted weekly as required by Labor Code Section 1776."

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. VCTC shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

VCTC shall furnish physical facilities such as desks as may be reasonably necessary for Consultant's use while consulting with VCTC employees and reviewing records and the information in possession of VCTC. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of VCTC. In no event shall VCTC be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to VCTC of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to VCTC. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to VCTC. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory 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.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements.

- a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed

operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

b)

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

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an occurrence basis, and not on a claims-made basis.
- b. VCTC, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects VCTC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by VCTC, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to VCTC.

4.3 **Professional Liability Insurance.**

4.3.1 **General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 **Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to VCTC for review prior to the commencement of any work under this Agreement.

4.4 **All Policies Requirements.**

4.4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish VCTC with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All

copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If VCTC does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. VCTC reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of VCTC for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of VCTC, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects VCTC, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to VCTC guaranteeing payment of losses and related investigations, claim administration and defense expenses. Further, if the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

4.4.4 Wasting Policies. No Commercial General Liability policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 Remedies. In addition to any other remedies VCTC may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, VCTC may, at its sole option exercise any of the following remedies, which are alternatives to other remedies VCTC may have and are not the exclusive remedy for Consultant's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to VCTC, and hold harmless VCTC and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of VCTC.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by VCTC, unless this time has been extended by VCTC. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by VCTC, may be retained by VCTC until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of VCTC, Consultant shall indemnify, defend, and hold harmless VCTC for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of VCTC.

Section 6. **STATUS OF CONSULTANT.**

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of VCTC. VCTC shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise VCTC shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other VCTC, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by VCTC, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of VCTC and entitlement to any contribution to be paid by VCTC for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant Not an Agent. Except as VCTC may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of VCTC in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind VCTC to any obligation whatsoever.

Section 7. **LEGAL REQUIREMENTS.**

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which VCTC is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to VCTC that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to VCTC that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses applicable to the work.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation or any other category protected by local, state, or federal law, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** VCTC may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon thirty (30) days' written notice to VCTC and shall include in such notice the reasons for cancellation.

In the event of termination for convenience, Consultant shall be entitled to compensation for services satisfactorily performed up to the effective date of termination.

In the event of termination for cause, Consultant shall be entitled to compensation for services satisfactorily performed up to the effective date of termination; however, Consultant shall not be relieved of liability to VCTC for damages sustained by VCTC arising from Consultant's breach of this Agreement and VCTC shall have the right to set-off any such damages and/or amounts it incurs in order to complete the work or otherwise related to the termination of Consultant against any payments owed to Consultant for that portion of the work which has been completed and accepted by VCTC.

Further, VCTC may condition payment of any compensation due to Consultant upon termination upon Consultant delivering to VCTC any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the VCTC in connection with this Agreement.

- 8.2 Extension.** VCTC may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if VCTC grants such an extension, VCTC shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, VCTC shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4 Assignment and Subcontracting.** VCTC and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge.

Moreover, a substantial inducement to VCTC for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between VCTC and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, VCTC's remedies shall included, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant;

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that VCTC would have paid Consultant pursuant to Section 2 if Consultant had completed the work; and

8.6.5 Offset any damages sustained by VCTC as a result of Consultant's breach from any compensation otherwise due and payable to Consultant for work satisfactorily performed up to the effective date of termination.

Section 9. **KEEPING AND STATUS OF RECORDS.**

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of VCTC. Consultant hereby agrees to deliver those documents to VCTC upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for VCTC and are not necessarily suitable for any future or other use. VCTC and Consultant agree that, until final approval by VCTC, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to VCTC under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of VCTC. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of VCTC or as part of any audit of VCTC, for a period of 3 years after final payment under the Agreement.

Section 10 **MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Ventura County or in the United States District Court for the Central District of California.

- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of VCTC or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any VCTC official in the work performed pursuant to this Agreement. No officer or employee of VCTC shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of VCTC. If Consultant was an employee, agent, appointee, or official of VCTC in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse VCTC for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by Dolores Lopez ("Contract Administrator"). All correspondence, communications and meetings shall be directed to or through the Contract Administrator or their designee. The Consultant shall only take direction regarding the services provided under this Agreement from the Contract Administrator. Furthermore, Consultant agrees that the Contract Administrator shall be included any meeting, teleconference or written communication between any VCTC representative including Commission members and the Consultant. VCTC may modify the Contract Administrator at any time upon providing written notice to the Consultant.

10.10 Notices. Any written notice to Consultant shall be sent to:

[insert name, address]

Any written notice to VCTC shall be sent to:

Ventura County Transportation Commission

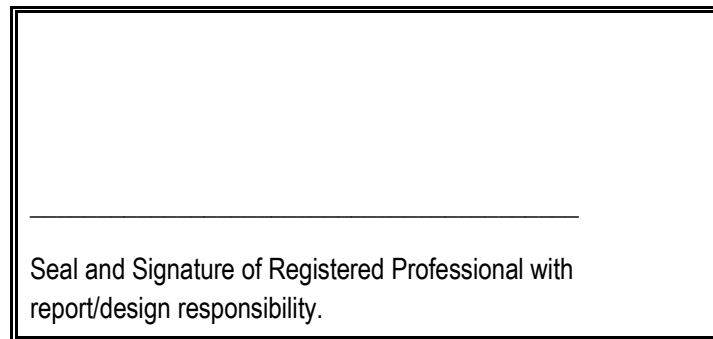
Attn: Executive Director

751 E. Daily Drive, Ste. 420

Camarillo, CA 93010

10.11 Professional Seal. Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction

drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, represents the entire and integrated agreement between VCTC and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services and Compensation Schedule

- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGE]

The Parties have executed this Agreement as of the Effective Date.

VENTURA COUNTY TRANSPORTATION COMMISSION

CONSULTANT

Martin Erickson, Executive Director

[insert name, title]

Approved as to Form:

General Counsel

Attachment C
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.
- C. 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
- D. 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 third-party consulting services when necessary to investigate a protest. The Executive Director may negotiate

with the protestor and other interested parties for 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) Give 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 reasonably 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 a decision which shall be made pursuant to the procedures outlined in this Section.

ATTACHMENT D

ACKNOWLEDGEMENT OF ADDENDA

The following form shall be completed and included in the technical proposal.

Failure to acknowledge receipt of all addenda may cause the proposal to be deemed non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

The undersigned Proposer acknowledges receipt of the following addendum to the documents:

Addenda	Date
Addendum No.	
Addendum No.	
Addendum No.	
Addendum No.	
Addendum No.	

Name and Title of the Proposer's Authorized Official

Signature of the Proposer's Authorized Official

Company Name

Date