



**Ventura County Transportation
Commission**

**Request For Proposals (RFP)
for**

**Ventura County Travel Training and Mobility Education
Program**

Release Date: April 3, 2026

Proposals Due Date: May 29, 2026, 5:00 p.m. PDT

1. OVERVIEW

The Ventura County Transportation Commission (VCTC) is soliciting technical and cost proposals from qualified firms to provide Ventura County Travel Training and Mobility Education (Program). The Program is intended to support independent and informed use of public transportation services in coordination with local transit operators.

Program services will be conducted throughout Ventura County through classroom-based instruction and individualized training. The Program will emphasize multimodal travel, including fixed-route bus, regional rail, Americans with Disabilities Act (ADA) demand response service, active transportation, and rideshare options as part of a broader effort to reduce single-occupancy vehicle use. The period of performance will be for three years with two optional one (1)-year extensions.

2. ORGANIZATION

VCTC is the Regional Transportation Planning Agency (RTPA) for Ventura County transit and transportation activities. As the RTPA, VCTC is responsible for countywide transportation planning, programming transportation funds, managing and providing transportation programs and services, delivering transportation projects, and setting transportation priorities. In addition, VCTC provides commuter bus service connecting the various urbanized areas. Through its commuter assistance and rideshare programs, VCTC promotes multimodal trip planning and supports countywide community-based mobility solutions.

3. BACKGROUND

VCTC is committed to enhancing mobility and reducing reliance on single-occupancy vehicles through coordinated transportation services, strategic partnerships, and community education. As part of this effort, VCTC is launching a new Program to help Ventura County residents confidently and independently navigate available transportation options.

Proposals are requested from qualified consultants to design and implement a countywide Program that includes classroom-style group sessions, field-based travel training, development of training resources, and individualized training. The Program is intended to introduce participants to a range of regional and local transportation services, including fixed-route transit, demand response, regional rail, active

transportation options, transit technology services assistance, and rideshare solutions such as carpooling and vanpooling.

The goal of this initiative is to empower individuals unfamiliar with the transit system or facing barriers to travel with the knowledge and skills needed to plan and complete multimodal trips. The Program will serve as a critical tool to increase mobility, broaden accessibility, reduce greenhouse gas emissions, and promote a more connected, sustainable, and user-friendly transportation network throughout Ventura County.

4. SCOPE OF SERVICES

VCTC is seeking proposals from qualified firms to develop and deliver the Ventura County Travel Training and Mobility Education Program for Ventura County residents. The goal of the Program is to improve mobility and promote the use of public transportation by equipping participants with the knowledge, skills, and confidence to navigate the transit network independently. The Program shall be structured to support individuals with a range of mobility needs, including seniors, youth, individuals with disabilities, and those unfamiliar with public transit. The Program will include classroom-based group sessions, field-based travel training, and individualized training for participants who require more personalized support.

See **Attachment A – Scope of Work** for detailed tasks, staffing requirements, and oversight provisions.

5. PROPOSAL SUBMITTAL INSTRUCTIONS

VCTC invites qualified firms to submit technical and cost proposals for providing the Ventura County **Travel Training and Mobility Education** Program in accordance with the Scope of Work outlined in this RFP.

Proposals must include all requested information and be organized in a manner that clearly addresses the Evaluation Criteria. Once submitted, all proposals will become the property of VCTC and are considered public records and will be subject to disclosure pursuant to the California Public Records Act. Proposers must identify, in writing, all copyrighted material, trade secrets or other proprietary information that it claims are exempt from disclosure under the Public Records Act (California Government Code sections 7920.000, et seq).

Any proposer claiming such an exemption must identify the specific provision of the California Public Records Act that provides an exemption from disclosure for each item that the proposer claims is not subject to disclosure under said Act. Any proposer claiming such an exemption must also state in its proposal that the proposer agrees to

defend, indemnify and hold harmless VCTC and its officers and employees, from any action brought against the VCTC for its refusal to disclose such material, trade secrets and other proprietary information to any party making a request, therefore. Any proposer who fails to include such a statement or the specific provision of the California Public Records Act supporting the claimed exemption shall be deemed to have waived any right to an exemption from disclosure as provided by said Act and shall release and hold harmless VCTC from any harm resulting from VCTC's release of said materials.

5.1 Submission Format

- **Electronic Submittal Required:** Proposals must be submitted as a single, searchable PDF file via email to dlopez@goventura.org.
- **File Size Limit:** Proposal files must not exceed **20 MB**. If the file is larger than 20 MB, a secure file-sharing link (Dropbox, OneDrive, etc.) may be provided. Ensure that any links include proper access permissions
- **Email Subject Line:** The email must use the subject line “**Ventura County Travel Training and Mobility Education Program RFP Proposal – [Proposer Name]**”.
- **Due Date/Time:** Proposals must be received by **5 p.m. PDT May 29, 2026**. Late proposals will not be accepted.

5.2 Proposal Components

All proposals must include the items listed below. VCTC reserves the right to deem any proposal(s) that do not adhere to any of the instructions contained in the RFP and/or addendums as non-responsive.

Proposers must complete and submit the following required addenda as part of their proposal package:

Attachment B – Cost Proposal

Attachment E – Client References

Attachment F – Acknowledgment of Addenda

Attachment G – Subcontractors List (if applicable)

The proposal must be organized as follows:

1. **Cover Page (1 Page Maximum)** – Identify RFP subject, proposer’s firm name, local address, contact information, and the name/title of individuals authorized to represent the proposer.
2. **Table of Contents (1 Page Maximum)** – Provide a clear index of the proposal contents.
3. **Letter of Transmittal (1 Page Maximum)** – Summarize the proposer’s understanding of the work and commitment to perform it.
4. **Profile of the Proposer (1 Page Maximum)** – Describe the firm, its relevant experience, and capabilities.
5. **Statement of Qualifications (4 Pages Maximum)** – Highlight relevant past projects and key staff experience.
6. **Study Approach (10 Pages Maximum)** – Outline the proposer’s approach to tasks, deliverables, and challenges.
7. **Project Team (8 Pages Maximum)** – Provide organizational structure and resumes of key personnel.
8. **Innovative Approaches (4 Pages Maximum)** – Identify any innovative strategies for delivering the project.
9. **Fee Structure (Attachment B)** – Submit a cost proposal using the Excel template provided (Attachment B). Additional cost explanations may be added as one page.

By submitting a proposal, each Proposer represents that it:

1. Has thoroughly examined and become familiar with the work described in the Scope of Work.
2. Understands the requirements of the Scope of Work, the nature and location of the work, and all other matters that can affect the work.
3. Will honor its proposal for 180 days and acknowledges that the proposal cannot be withdrawn within that time and without prior written consent from the Commission. Proposers may withdraw their proposals before the opening of proposals by submitting a written request signed by an authorized representative of the firm and delivered to VCTC.
4. Will comply with all requirements set forth in this RFP and in the ensuing contract, if awarded.
5. Has reviewed the attached Model Contract (Appendix B) and, other than through the request for clarification process or through explicit listed exceptions within a proposal will not seek to alter or revise its terms and conditions.

There is no expressed or implied obligation for VCTC to reimburse responding firms for any expenses incurred in the preparation or delivery of proposals in response to this request. VCTC reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

6. EVALUATION AND SCORING

Proposals will be evaluated by a selection panel appointed by VCTC based on the proposer's understanding of the scope, technical approach, relevant experience, cost effectiveness, and ability to serve diverse populations. VCTC will use a weighted scoring system to assess each proposal. Final selection may include interviews or requests for clarification.

Any proposal submitted in response to this RFP will be evaluated in strict accordance with the stated evaluation criteria. VCTC reserves the right to award the contract not necessarily to a Proposer with the lowest cost proposal, but to a Proposer who provides the best overall value, demonstrates the highest level of competency, best meets the RFP requirements and who best serves the Commission's interests. Awards will be made to the responsible firm whose proposal is most advantageous to VCTC, with cost and other factors considered.

Evaluation Criteria – 100 possible points possible

Evaluation Criteria	Maximum Points
Technical Approach and Understanding of Scope	40 points
Qualifications and Relevant Experience of Firm	25 points
Cost Proposal and Cost Effectiveness	20 points
References and Past Performance	15 points

7. RESERVATION OF RIGHTS

This Request for Proposals (RFP) does not commit VCTC to awarding a Contract.

In conducting this RFP, VCTC reserves the right to:

1. Accept, reject any or all submittals, or any item or part thereof.
2. In its sole discretion, to accept the Proposal it considers most favorable to VCTC's interest.
3. Issue subsequent Requests for Proposals.
4. Alter the Selection Process Dates.
5. Remedy technical errors in the RFP process.

6. Request additional information from Proposers and investigate the qualifications of all firms under consideration.
7. Confirm any part of the information furnished by a proposer.
8. Obtain additional evidence of managerial, financial, or other capabilities.
9. Approve or disapprove the use of specific subcontractors.
10. Negotiate with any, all, or none of the Proposers.
11. Solicit best and final offers from all or some of the Proposers.
12. Award a contract to one (1) or more Proposers.
13. Accept other than the lowest-cost proposal.
14. Cancel or withdraw this RFP at any time without prior notice and the VCTC makes no representations that any contract will be awarded to any Proposer responding to this RFP.
15. Waive informalities and irregularities in Proposals or the selection process.

8. QUESTIONS

Questions regarding this RFP must be directed to **Dolores Lopez** at **dlopez@goventura.org** no later than **April 24, 2026**.

9. PROCUREMENT SCHEDULE

Milestone	Date
RFP Release Date	Friday, April 03, 2026
Pre-Proposal Conference (Optional)	Thursday, April 16, 2026 @ 11:00 AM (PDT) via Microsoft Teams (link to be posted on VCTC's website)
Questions Deadline	Friday, April 24, 2026 @ 5:00 PM (PDT)
Responses to Questions	Friday, May 08, 2026
Proposal Submittal Due Date/Time	Friday, May 29, 2026 @ 5:00 PM (PDT)
Interviews (Optional)	TBD via Microsoft Teams Meeting
Proposal Submittal Location	Via email to: dlopez@goventura.org All proposals must be submitted electronically in PDF format via email to dlopez@goventura.org by the deadline. The email subject line must read

Milestone	Date
	<p>“Ventura County Travel Training and Mobility Education Program RFP Proposal – [Proposer Name].” Proposals may not exceed 20 MB in size. If file size exceeds this limit, proposers must submit a file-sharing link (e.g., Dropbox, OneDrive) with proper access permissions. Hard copies will not be accepted unless otherwise requested by VCTC.</p>
Contract Award	September 11, 2026
Solicitation Contact	Dolores Lopez

All dates listed in the procurement schedule are subject to revision. Proposers are responsible for monitoring VCTC’s website at <https://www.goventura.org/work-with-vctc/contracts/> for any updates, addenda, or changes to the schedule.

Attachment A

Scope of Work

The successful proposer shall develop and conduct classroom-based and virtual group training sessions using a phased implementation approach. Year 1 will focus on Program launch activities, including curriculum development, coordination with local transit operators, outreach planning, and initial training delivery. A total of five (5) group sessions shall be conducted during Year 1, consisting of four (4) in-person classroom-based sessions, one (1) in each service region: Gold Coast Transit District (GCTD) service area (West County), Camarillo, East County (including Thousand Oaks, Simi Valley, and Moorpark), and Heritage Valley, to ensure countywide coverage. One (1) additional virtual session shall be provided to introduce the Program and provide a general overview of available transportation options.

The Program will transition to full implementation in Years 2 and 3 and subsequent option years 4 and 5, consistent with the annual session distribution and virtual session requirements outlined. A total of ten (10) group sessions shall be conducted annually, consisting of eight (8) in-person classroom-based sessions distributed as follows: three (3) in the GCTD service area, one (1) in Camarillo, three (3) in East County, and one (1) in the Valley Express service area (Heritage Valley, including Fillmore and Santa Paula). Two (2) additional virtual sessions shall also be provided annually to offer general overviews of the Program or topic-specific content that does not require hands-on instruction.

Training content must be location specific. When sessions are conducted in a designated area they must include information on the services available in that service area. For example, trainings held in the GCTD service area must cover the city's fixed-route services, Dial-A-Ride, Safe Rides, and other local options. Trainings in the Thousand Oaks service area must include the city's fixed-route and Dial-A-Ride services, as well as East County Transit Alliance (ECTA) programs. In all cases, the training should also include information on VCTC's intercity regional transit services and how they connect to local options.

Each session must include content on fixed-route or demand-response services to ensure participants understand the core transit options available to them. Sessions must also be tailored around specific themes such as transit technology, active transportation, or rail connections without the expectation that all topics be covered in every session. For example, a session in the GCTD may emphasize active transportation, while a Thousand Oaks session may focus on digital tools like trip

planning and fare payment apps. The selected firm will be required to propose a schedule of session topics and titles in advance for VCTC review and approval.

At least one hands-on, field-based travel training and mobility education session must be conducted in each service region area (e.g., GCTD service area, Camarillo, East County and Heritage Valley). These sessions must provide participants with real-world experience navigating the transit system, such as boarding a bus, purchasing fares, transferring between services, or riding to a designated location. To ensure accuracy and local relevance, the contractor shall be responsible for gathering detailed service information specific to each area and coordinating with the appropriate local transit operator(s) to review and approve session content and logistics. Proposers must describe how these sessions will be coordinated with local operators and integrated into the overall training program.

The following sections outline the minimum curriculum requirements for the core topic areas identified above: transit technology tools, regional rail, active transportation, and employer-based rideshare options. While topics must be addressed, they are not intended to be exhaustive. Proposers are encouraged to tailor and expand upon these areas based on the needs of each service region, the associated operator(s), and prior experience implementing similar programs to guide content development and delivery.

Transit Technology

Proposer must provide instruction and demonstrations on commonly used transit technology tools. This includes training on contactless fare payment tools, the GOVCbus app for trip planning and real-time arrival information, and online trip planners such as VCTC's web trip planner, Google Maps, and Apple Maps. Participants should be shown how to access rider alerts and learn to navigate demand-response scheduling platforms. Instruction should be accessible and tailored to participants' comfort with digital tools.

Regional Rail

The Program must include instruction on using Metrolink and Amtrak Pacific Surfliner services. This includes trip planning, mobile fare purchase, station navigation, transfer points, Metrolink-Amtrak codeshare, and real-time alerts. Where feasible, field trips or station visits should be included to familiarize participants with platforms, signage, ticket validation, accessibility features, and integration with local transit.

Active Transportation

Training should promote the safe and effective use of walking and bicycling in combination with transit. This includes how to use bus bike racks, locate bike lockers at major hubs, identify safe routes, and understand pedestrian access to stops. The

curriculum should highlight how active transportation can support first- and last-mile travel and improve access to key transit corridors.

Rideshare

A section of the training must introduce VCTC's Commuter Services rideshare program. Participants should be informed that registration typically occurs through their employer and be made aware of any other relevant information. Existing VCTC rideshare promotional and instructional materials may be used in the training.

A successful proposal will include explanation and description of the Proposer's capacity, experience, ability and willingness to complete all of the following tasks. These tasks will be reflected in the Scope of Work for the Consultant Services Agreement entered into between VCTC and the successful Proposer:

9.1 Task 1: Curriculum Development and Program Design

The Contractor shall collaborate with VCTC to develop a training curriculum that reflects the region's multimodal network and the needs of the target audience. The curriculum must provide practical, accessible instruction to increase public familiarity with local and regional transit services and empower individuals to travel independently using available resources and be adaptable. To ensure the Program is accessible to all participants, the curriculum shall include instruction on how to navigate the transit system without the use of digital tools. This includes reading printed schedules, identifying stop locations, and understanding how to transfer between routes using static signage and route maps. It is understood that certain sessions, such as those focused on transit technology, will naturally center on digital tools and may not follow this format. The curriculum shall cover the range of transit services available in Ventura County.

- Include instruction on trip planning, fare payment, transfers, and real-time tools (e.g., mobile apps)
- Incorporate safety tips, accessibility features, and travel etiquette
- Be adaptable to diverse audiences including seniors, people with disabilities, and limited-English speakers
- Design modules that are suitable for both in-person and virtual instruction
- Propose a standardized session format (agenda template, instructional flow) for group and one-on-one formats
- Submit draft curriculum for VCTC review and approval before delivery

9.2 Task 2: Classroom-Based Travel Training Sessions

The contractor shall provide public-facing classroom-style travel training sessions as outlined in this Scope of Work.

Each session shall:

- Be held in a location within one of the four designated service regions: West County, Camarillo, East County, and Heritage Valley, and follow a format and topic approved by VCTC. Possible venues shall be identified in coordination with VCTC and relevant local operators and are contingent on availability and approval.
- Include hands-on instruction, printed materials, and interactive planning activities related to the topic of the session
- Each session should focus on one of the following topics: multimodal education, including fixed-route, regional rail, demand response, active transportation, transit technology services assistance, and rideshare options
- Include demonstration of tools such as mobile apps, fare payment methods, or route planning platforms when discussing topics
- Serve a broad range of residents across Ventura County who can benefit from travel training and mobility education services, including but not limited to: seniors, individuals with disabilities (physical, cognitive, or sensory), youth and students, individuals with limited or no prior experience using public transportation, low-income individuals, and limited-English proficient populations.
- Translation services must be made available upon request, and all outreach and promotional materials must include an option for participants to request language assistance in advance of each session.
- Be documented using attendance records and participant feedback forms developed by the contractor and approved by VCTC.

9.3 Task 3: Individualized Travel Training and Assessment

Upon referral by VCTC or by request from participant, the contractor shall provide individualized travel training. This includes:

- Conducting intake assessments using a VCTC-approved assessment form or questionnaire developed by the contractor and approved by VCTC to determine a participant's goals, abilities, and support needs.
- Developing a customized training plan that may include in-field instruction and trip planning

- Offering a maximum of 16 hours of individualized instruction per participant, including follow-up support
- Following up with participants at 1, 3, and 6 months after training unless participant opts out of follow-up.
- Tracking outcomes such as trip success, skills acquired, or additional support needed
- Develop and administer a brief participant survey as part of the feedback process, and shall provide a summary report of findings to VCTC.

9.4 Task 4: Reporting and Program Evaluation

The contractor shall submit monthly reports to VCTC by the 5th of each month. Reports must include:

- Summary of group sessions and individual training
- Languages in which training was delivered
- Evaluation feedback from participants
- Training materials used or distributed
- Outreach and promotional activities conducted
- Detailed description of hours for outreach, classroom sessions and individualized travel training
- Suggestions for program improvements or curriculum updates based on participant feedback

The contractor shall track performance metrics that demonstrate Program impact, including increased knowledge of transit options, improved rider confidence, and alignment with VCTC's rideshare and trip reduction objectives.

9.5 Task 5: Outreach and Collaboration

The contractor shall support outreach and promotional efforts to ensure robust participation and local relevance across all service regions. This task includes the following:

- Partnering with local organizations, schools, and social service agencies to identify training participants
- Developing an outreach plan and calendar (subject to VCTC approval) and submitting it to VCTC within three (3) weeks of project kick-off or notice to proceed. The plan shall outline targeted outreach strategies by region, timeline

of activities aligned with the session calendar, methods of engagement (e.g., print, digital, tabling), and how equity and accessibility will be addressed.

- Designing and distributing curriculum, to be reviewed and approved by VCTC, specific to the demographics of Ventura County. All outreach materials and curriculum must be submitted to VCTC for review and approval prior to use.
- Coordinating with local transit operators in each service region to gather accurate service information and ensure that messaging reflects current offerings, eligibility requirements, and connection points.
- Describing in the proposal how outreach and training sessions will be coordinated with local operators and integrated into the overall training program. Coordination may include operator review of session materials, joint outreach efforts, and support for hands-on training logistics.

Staffing Requirements

Proposals shall identify Key Personnel who will serve on the Proposer's team if selected. Key Personnel should include, but are not limited to: a Travel Training and Mobility Education Program Manager with at least three (3) years of relevant experience, at least two (2) part-time or one to one-and-a-half (1-1.5) full time equivalent Travel Trainers who must have familiarity with local and regional transit services and demonstrate experience working with older adults, individuals with disabilities, and multilingual communities. An Administrative position to assist with marketing sign-ups, material preparation, data tracking, and session coordination.

All staff must be trained in sensitivity, ADA access, and safe field training techniques. Contractor is responsible for ensuring staff receive this training either through internal programs or qualified external providers, and must retain documentation of training completion. Contractor personnel providing direct client services must successfully complete criminal background checks prior to assignment, in compliance with applicable federal, state, and local regulations. Contractor shall certify that background checks have been conducted and shall maintain documentation available for VCTC review upon request.

VCTC reserves the right to review and approve Key Personnel assigned to the Program and may request documentation of staff qualifications, training records, and any relevant professional certifications, such as mobility management, travel training instructor credentials, or ADA-related certifications where applicable.

VCTC Oversight

Once selected, the successful Proposer's work will be overseen by VCTC. Specifically, Contractor performance will be evaluated through review of deliverables, participant

feedback, and alignment with Program goals. In coordination with the Contractor, VCTC reserves the right to revise Program tasks and deliverables as needed to better serve Ventura County residents.

To ensure Program quality, coordination, and responsiveness, VCTC staff will meet regularly with the Contractor according to the following schedule:

- **Kick-Off Meeting:** Held within two (2) weeks of contract execution to confirm expectations, deliverables, communication protocols, and the implementation timeline.
- **Monthly Progress Meetings:** Conducted once per month (virtually) to review session outcomes, discuss any issues or adjustments, review reports submitted, and track deliverables.
- **Pre-Session Coordination Calls:** Brief meetings scheduled prior to each classroom session to confirm logistics, local content integration, and operator coordination.
- **Quarterly Program Reviews:** Held at the end of each quarter to evaluate participant feedback, session effectiveness, and curriculum performance. Contractors shall provide a brief summary report during the monthly meeting.
- **Annual Program Review:** A final review will be conducted within 30 days of completing all sessions. The contractor shall submit a comprehensive year-end report summarizing program performance, outcomes, and recommendations for future improvements.

Attachment C

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 _____, 2026 (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 **ADA & Accessibility Compliance.** Consultant shall ensure that all services, training sessions, materials, and digital resources are fully compliant with the Americans with Disabilities Act (ADA) and other applicable accessibility requirements. Consultant shall provide alternative formats or reasonable accommodations for participants with disabilities upon request, ensuring equal access to all aspects of the program.

- 1.4 **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.
- 1.5 **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.
- 1.6 **Key Personnel.** Consultant shall not replace or reassign any key personnel identified in its proposal without prior written consent from VCTC. Any request for replacement shall include the proposed substitute's qualifications and must be approved by VCTC in writing.
- 1.7 **Data Privacy and Participant Information.** Consultant shall ensure that all participant information and data collected during the performance of services is handled in compliance with all applicable federal and state privacy laws. Any information collected shall only be used for fulfilling the requirements of this Agreement and shall not be disclosed to any third party without prior written consent from VCTC.
- 1.8 **Background Check.** Consultant shall ensure that all personnel providing direct services to participants have successfully completed criminal background checks prior to assignment, as required under Exhibit A. Consultant shall maintain documentation of these checks and provide verification to VCTC upon request.
- 1.9 **Virtual Sessions and Technology Compliance.** Consultant shall ensure that all technology platforms used to deliver virtual services (e.g., Teams, Zoom) are secure, accessible, and compliant with applicable privacy and accessibility requirements.

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 and Employer’s Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers’ Compensation Insurance and Employer’s Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance

complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against VCTC and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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 \$ 1,000,000 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 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:

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

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, VCTC, 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 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 include, 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.

- 8.7 Remedies for Non-Performance.** If Consultant fails to meet the performance obligations, training session requirements, or reporting deadlines outlined in Exhibit A, VCTC reserves the right to withhold payment until the issues are corrected or to require a corrective action plan from Consultant. Repeated or unresolved non-performance may result in contract termination as outlined in this section.

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 in 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:

[Name, Address]

Any written notice to VCTC shall be sent to:

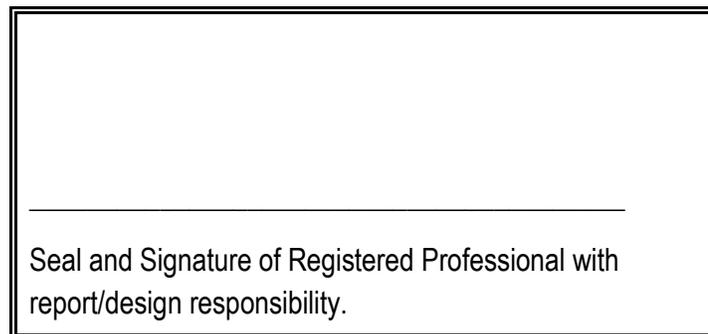
Ventura County Transportation Commission

Attn: Claire Grasty

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 D

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 E

CLIENT REFERENCES

Proposer certifies that the following references for contracted services provided to other clients over the past seven (7) years. A minimum of three (3) references are required. It shall be the responsibility of the proposer to ensure that contact information is accurate and updated.

Agency+Project	Contact Name	Contact Title	Contact Phone	Contact Email

Name and Title of the Proposer's Authorized Official

Signature of the Proposer's Authorized Official

Company Name

Date

ATTACHMENT F

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.	

Name and Title of the Proposer's Authorized Official

Signature of the Proposer's Authorized Official

Company Name

Date

ATTACHMENT G

SUBCONTRACTORS LIST

If additional space is needed, supply information on separate form.

Company name: Click or tap here to enter text.

Address: Click or tap here to enter text.

City/State/Zip: Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

Company name: Click or tap here to enter text.

Address: Click or tap here to enter text.

City/State/Zip: Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

Company name: Click or tap here to enter text.

Address: Click or tap here to enter text.

City/State/Zip: Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Email Address: Click or tap here to enter text.