



**COUNTY OF VENTURA
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 S. VICTORIA AVE.
VENTURA, CA 93009-1080**

**REQUEST FOR PROPOSAL
#5669**

for

**TRAFFIC SIGNAL SYSTEMS
PREVENTATIVE MAINTENANCE AND REPAIRS**

**Issued: December 16, 2014
Due: January 7, 2015**

SECTION 1.0

GENERAL INFORMATION AND SCOPE OF WORK

This Request for Proposal (RFP) has been posted on the GSA Procurement website for your convenience. Addenda and attachments, if issued, are also posted. It is the Offeror's responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal.

1.1 Introduction/Purpose

The County of Ventura (hereinafter referred to as County) invites your organization to submit a written proposal to provide Traffic Signal Systems Preventative Maintenance and Repairs at various locations throughout the County.

Contractor will furnish all labor, materials, equipment, transportation, supervision, management and incidentals required to provide Traffic Signal Maintenance Services in accordance with all terms and conditions of this RFP.

Offeror(s) shall be skilled with a minimum of 3 years' experience in traffic signal repairs and regularly engaged in the general class or type of work called for in this solicitation document.

1.2 Background

Currently, the County of Ventura Transportation Department is responsible for maintaining 39 traffic signals and eight flashing beacon locations. Monthly maintenance is required for each traffic signal and flashing beacon. In addition, the signal maintenance contractor is responsible for minor modifications and emergency repairs.

Currently, this contract has an average spend of \$130,000.00 per contract year.

1.3 Action Dates

The following is an outline of the anticipated schedule for the proposal review and contract award.

Issue Request for Proposal (RFP)	December 16, 2014
Last day for questions	December 29, 2014
Proposals Due	January 7, 2015
Evaluation-award	TBD
Start Work	March 1, 2015

The Contractor shall not commence work until a meeting between representatives of the contractor and the County of Ventura is held. The meeting will be held at a County of Ventura site, at a time and date to be established. The schedule set forth

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above is subject to change.

1.4 Questions Regarding RFP

All questions concerning this Proposal will be directed to Glenna Street, Senior Buyer, at 805-654-3760 or by email Glenna.street@ventura.org. Deadline for questions, concerns, clarifications or general information is 3:00 P.M., Thursday, December 29, 2014.

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2.1 Submittal Deadline

Completed proposals should be sealed and clearly marked: Request for Proposal #5669, for Traffic Signal Maintenance, and must be delivered no later than 3:00 p.m. PST on January 7, 2015 to the following address:

County of Ventura
Hall of Administration/Lower Plaza
Procurement Services
800 S. Victoria Avenue
Ventura, Ca 93009-1080

Please submit one original, marked as "MASTER" and three (3) identical copies of the proposal. Envelopes containing the original and the copies should be marked in accordance with the directions found elsewhere in these instructions.

If discrepancies are found between the copies, or between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", the County reserves the right to use the original as the Master. If no document can be identified as an original, bearing original signatures, proposal may be rejected at the discretion of the County.

Offerors are allowed to submit more than one proposal with different methods of meeting the RFP requirements. When Offeror submits more than one proposal, one proposal shall be marked "Base Proposal" and the others shall be marked "Alternate Proposal 1, Alternate Proposal 2, etc." Each base proposal and each alternate proposal shall be submitted in accordance with the terms and conditions of the RFP. The County will not furnish additional packages, but offeror may reproduce the RFP to submit alternate proposals.

Offerors are responsible for making certain their proposals are received by GSA-Procurement on or before the Proposal Submittal Deadline. The receiving time in GSA-Procurement (address above) will be the governing time for acceptability of proposals. No oral, telegraphic, electronic, facsimile, or telephone proposals or modifications will be considered.

2.2 Proposal Response

Offerors must submit their proposals and all required information and forms by the submittal deadline. Proposals failing to provide complete information may be deemed non-responsive. Offerors should keep copies of their submittals for future reference.

Offerors who do not wish to respond but who wish to be kept on the mailing list must return their proposal forms or a written response indicating "No Proposal". Include

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name and address of firm.

Offerors who fail to respond to proposal solicitations may be removed from the supplier mailing list.

2.3 Modification of Proposals

Any Offeror who wishes to make modifications to a proposal already received by the County must withdraw his proposal in order to make the modifications. All modifications must be made in ink, properly initialed by Offeror's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Offeror to ensure that modified proposals are resubmitted before the Submittal Deadline.

Offerors may withdraw their proposals, at any time prior to the due date and time, by submitting notification of withdrawal signed by the offeror's authorized agent.

Proposals cannot be changed or modified after the date and time designated for final receipt of all proposals.

2.4 Opening of Proposals

Proposals will not be opened publicly but a list of the names of Offerors submitting proposals will be available within a reasonable time after the Submittal Deadline. Proposals will be made public and may be inspected at the time of award.

2.5 Examination of the Request for Proposal

Offerors should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced herein or otherwise available to offeror.

Offeror shall be presumed to be familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve offerors from any obligation with respect to this proposal.

2.6 Proposal Validity

Proposals submitted hereunder shall be firm for **90** calendar days from the due date unless otherwise qualified.

2.7 Proposal Content/Format

To be considered responsive, proposals should address all items identified in this section.

Please note: Some items require that the Offeror provide a detailed response and/or

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attachments. Failure to provide a complete response may be grounds for rejection of a proposal.

Furthermore, proposals should be prepared in such a way as to provide a straightforward and concise discussion of the Offeror's ability to provide the services that can best satisfy the requirements herein and meet the needs of the County. Elaborate or unnecessarily lengthy responses and attachments are discouraged.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.

In order to facilitate evaluation and comparison, proposals should be submitted in the format described in this section. Format instructions must be adhered to; all requirements and requests for information must be addressed; all requested data must be supplied. Failure to comply with this requirement may be cause for rejection.

Answer on 8 1/2" X 11" sheets. Assemble your proposal in the following order. Present your proposal response in the order that the items are listed, identifying each response by the number. Submit 1 (one) original and (3) three copies of your proposal. To conserve resources we ask that proposals be submitted on 30% post consumer paper and be duplexed when possible.

a. **Cover Letter/Signature on Proposal**

A cover letter, which shall be considered an integral part of the proposal, shall be signed by individual(s) who is/are authorized to bind offeror(s) contractually. The signature(s) must indicate the classification or position that the individual(s) hold in the firm.

The cover letter shall designate a person or persons who may be contacted during the period of evaluation with questions or contract issues. Include name(s), title(s), address (es), telephone number(s), fax number(s) and email address (es).

b. **Company Profile and Qualifications**

Offeror must provide a company profile. Information provided shall include:

1. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
2. Location of the company offices.
3. Location of the office servicing any California account(s).
4. Number of employees both locally and nationally.
5. Location(s) from which employees will be assigned.

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6. Name, address, and telephone number of the Offeror's point of contact for a contract resulting from this RFP.
7. Company background/history establishing that Offeror is qualified to provide the services described in this RFP.
8. Length of time Offeror has been providing services described in this RFP. Please provide a brief description of such services.
9. Offeror's Dun and Bradstreet number.
10. Tax identification number.
11. Offeror's bank of record.

Offeror must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any past or pending civil or criminal litigation or investigations which involve the Offeror or in which the Offeror has been found guilty or liable. Failure to fully comply with the terms of this provision may disqualify any proposal. The County reserves the right to reject any proposal based upon the Offeror's prior history with the County or with any other party, which conduct reveals, without limitation, Offeror's prior unsatisfactory performance, criminal, adversarial or contentious behavior, significant failure(s) to meet contract milestones or other significant contractual failures.

c. **Personnel Qualifications**

Identify key personnel and their position within the organization.

Provide a resume detailing the experience, level of expertise and qualifications of the representative/manager and those individuals who will directly support and be involved in meeting the day to day requirements of the County.

If you plan to sub-contract work, you must indicate the name and address of each firm and the type of work or tasks they will perform. Identify the personnel to be assigned, their position, qualifications and representative experience.

d. **Financial Statement**

Offerors must provide a current financial statement or latest annual report. Offerors shall make a definitive statement regarding their financial ability to perform the requirements hereunder.

e. **References**

Offerors should provide a minimum of three (3) references from similar projects performed within the last three years. In addition include all local government (Southern California) references. Information provided shall

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include:

1. Client name;
2. Job description;
3. Job dates (starting and ending);
4. Client Manager name and telephone number
5. Dollar value of contract.
6. Staff assigned to reference engagement that will be designated for work per this RFP;
7. Client project manager name and telephone number.

f. **Offeror Understanding**

Offerors may include an understanding of the County's needs or any other information, deemed necessary, which may not be required in any other section of the RFP.

g. **Requirements**

Offeror's response shall state on a **point-by-point** basis whether proposal is in compliance with the requirements/specifications of the RFP (Section 3). Address each item in the order given, identify each response by item number. Submit a full explanation of, and justification for, any exemptions or deviations.

h. **Compliance with County Standard Contract Terms and Conditions**

Successful Contractor will be required to enter into a written contract.

Offerors shall review the County's standard contract in Section 4, which shall form the **basis** for any contract entered into hereunder.

Offerors must state approval of the standard contract, OR provide any comments/exceptions to this contract on a line-by-line basis.

For exceptions, address each item in the order given; identify each response by item number. Any comments/exceptions to this contract must be included in your proposal. Precise substitute wording must be offered in place of the paragraph objected to. It is not sufficient to state merely that an exception is noted to a particular paragraph.

Deviations considered excessive by the County may reduce or eliminate an Offeror.

PLEASE NOTE: The sample standard contract attached to this RFP is a template. Please do not attempt to insert missing information and complete the attached sample. Once a vendor is selected, Procurement will work with the selected vendor to draft a vendor-specific contract.

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i. **Compensation**

Complete Proposal Form (**ATTACHMENT 1**). Proposal pricing shall include everything necessary for completion and fulfillment of the contract. All other costs must be detailed.

No additional charges (e.g., for transportation, out-of-pocket expenses, etc.) will be allowed unless so specified herein.

j. **Payment Terms**

Customary terms are Net 30 for work performed. Offerors shall indicate their offered payment terms. Discount for payment in less than 30 days may be considered in the evaluation.

2.8 Costs Incurred in Responding

The County of Ventura will not pay any costs incurred in proposal preparation, presentation, demonstration or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation shall be borne by the offeror. It is understood that all proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of the County of Ventura when received by the County and may be considered public information under applicable law. The County assumes no liability for any costs incurred by offerors throughout the entire selection process.

2.9 Addenda

The County will issue written addenda to make changes, additions, or deletions to this solicitation. Oral communications regarding this RFP will NOT be valid or binding, nor excuse the successful Offeror of any obligations hereunder, unless set forth in writing by the County. Addenda will be sent to all known Offerors. Offerors must acknowledge and return all Addenda on or before the Proposal Submittal Deadline. It is the responsibility of each Offeror to ensure the County of Ventura has their correct business name and address on file. Any prospective Offeror who obtained a copy of the RFP documents from any other source other than the County is responsible for advising the Procurement division that they have said documents and wish to receive subsequent Addenda.

2.10 Nomenclatures

The terms "Successful Offeror, Successful Contractor, and Contractor" may be used interchangeably in these specifications and shall refer exclusively to the firm with whom the (Agency) enters into a contract because of this solicitation.

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The terms "Proposal/Solicitation/RFP" refer to all proposal documents and related addenda produced by the County and provided to prospective Offerors.

2.11 Confidential and Proprietary Data

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded.

One exception, to this required disclosure, is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically mark the pages of the response that contains the information.

The County will not honor any attempt by the Offeror to designate its entire proposal as proprietary.

2.12 Commitments, Warranty and Representations

The proposal submitted in response to this RFP will be included as part of the final contract. Offerors are cautioned that if a contract is awarded as a result of this procurement process, any written commitment by an offeror within the scope of this procurement shall be binding upon the offeror whether or not incorporated into a contract document. Failure of the vendor to fulfill any such commitment shall render the offeror liable for liquidated or other damages due the County under the terms of the Contract. For the purpose of this procurement, a commitment by an offeror includes:

- Any modification of, or affirmation or representation as to the above, which is made by an offeror in or during the course of negotiation.
- Any representation by an offeror in a proposal, supporting document, or negotiations subsequent thereto as to services to be performed, regardless of the fact that the duration of such commitment may exceed the duration of the contract.

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2.13 Proposal Validation/Evaluation/Award

a. Validation

Proposals will be checked for the information required to conform with this RFP. Absence of required information may be cause for rejection.

b. Evaluation

The successful offeror shall be chosen in accordance with, but not limited to, the following criteria:

1. Proven Performance

The offeror's background, experience, and stability of their firm will be assessed. The evaluation will focus on the firm's record of successful service and support to accounts of comparable size and environment. The ability of the offeror will be evaluated in terms of technical resources, staffing, staff experience and facilities.

Client references will be contacted and their responses will become a part of the award/review process.

2. Requirement/Specifications (plan and approach)

The ability to meet the requirements/specifications outlined herein.

3. Cost

The Proposals will be evaluated on the basis of the offeror's reasonableness of cost.

Proposals must be submitted on reprinted forms supplied by the County.

c. Award

Award will be made to the Offeror offering the most advantageous proposal after considerations of all evaluation criteria set forth herein. The criteria are not listed in any order of preference. An Evaluation Committee will be established by the County. The Committee will evaluate all proposals received in accordance with the evaluation criteria.

The Evaluation Committee may also contact and evaluate the Offeror's and subcontractor's references; contact any Offeror to clarify any response;

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contact any current users of an Offeror's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

The County reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and summary of evaluation scores will not be released until after award of proposal. The County shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.

While the County intends to enter a contract for these services, it will not be bound to do so. The County reserves the right to reject any or all proposals.

The County shall be the sole judge of the successful offers hereunder. The County reserves the right to award a contract to other than the offeror submitting the lowest total price and to negotiate with any or all Offerors. Offerors are advised that it is possible that an award may be made without discussion or any contact concerning the proposals received. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint, which the vendor can submit to the County. **DO NOT ASSUME** that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

Award will be by means of a written contract with the successful Offeror. A Notification of Intent to Award may be sent to any Offeror selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Offerors unless an agreement is reached. If contract negotiations cannot be concluded successfully, the County may negotiate with the next highest scoring Offeror or withdraw the RFP.

The County Board of Supervisors must approve all contracts resulting from this Request for Proposal if services exceed \$100,000.

2.14 Presentations

Offerors may be invited to make oral presentations to County personnel.

2.15 Site Visits

The County reserves the right to schedule site visits to offeror's facilities or a current operational site in order to assess the capability and ability of the offeror to fulfill the contract.

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2.16 Additional information

If during the evaluation process, the County is unable to determine an offeror's ability to perform, the County has the option of requesting any additional information which the County deems necessary to determine the offeror's ability. The offeror will be notified and permitted five working days to comply with any such request.

2.17 Errors/Defects in Proposals

If discrepancies between sections or other errors are found in a proposal, the County may reject the proposal; however, the County may, at its sole option, correct any arithmetical errors in price.

The County may waive any immaterial deviation or defect in a proposal. The County's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the offeror from full compliance with the RFP requirements, if awarded a contract.

2.18 Rejection of Proposals

County reserves the right to reject the proposal of any offeror who:

- previously failed to perform adequately for County or any other governmental agency within the previous twelve (12) months.
- submits false, incomplete, or unresponsive statements in a proposal;
- is in default on the payment of taxes, licenses or other monies due County;
- containing errors or discrepancies.

2.19 Cancellation of RFP

The County reserves the right to cancel this solicitation at any time, prior to the submittal deadline.

2.20 Protest Procedures

To be considered, protests must be made in writing, signed by Offeror's authorized representative, and delivered to the Ventura County Procurement Services Manager, GSA/Procurement, 800 S. Victoria Ave., Ventura, CA 93003-1080.

The following conditions apply to proposal protest:

- a. Before Proposal Submittal Deadline. Protests of specifications, terms, conditions or any other aspects of the solicitation must be made before

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the Proposal Submittal Deadline.

- b. After Proposal Submittal Deadline. Protest of award must be made, by Offeror, no later than five (5) calendar days after the aggrieved party knows or could have known the facts giving rise to the protest. All protests must include the following information:

- 1) The name, address, and telephone number of the protestor;
- 2) The signature of the protestor, or protestor's authorized representative;
- 3) The solicitation or contract number; and
- 4) A detail statement of the legal and/or factual grounds for the protest.

The Procurement Services Manager reserves the right to refuse to hear protestors who have not followed the above procedures.

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The requirements described herein are based on the current level of service and are considered reasonable to meet the County's needs. Offeror having alternate proposals to meet these needs, may after responding to the minimum requirements hereunder, offer alternate service levels for consideration by the County.

3.1 Contract Term

The initial term of the contract will be for two (2) year upon award and by mutual agreement may be renewed on an annual basis for up to three (3) additional one-year periods.

Continuation of the contract is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve the County of any further obligation therefore.

The Flat Rate and Labor costs and the Equipment costs specified in Schedule 1 shall be recomputed annually by the Contractor and shall be based on the Consumer Price Index (CPI) for all Urban Consumers (1982-84=100) for the Los Angeles-Anaheim-Riverside, California area as published by the United States Department of Labor, Bureau of Labor Statistics. The Contractor and the County's Public Works Agency Director or his designee, may by mutual agreement, amend Schedule 1, provided, however, that no more than one amendment may be made in any calendar year. Changes in labor or equipment costs shall not exceed the change in the CPI since the most recently preceding amendment to such rates. Increases due to the cost of Contractor's general liability insurance may be negotiated and approved by the Public Works Director or designee of the County when said increases are properly documented by the Contractor. All work completed as a result of a car crash shall be shown on a separate invoice. This will include all work completed during initial response and permanent repair of damaged equipment.

Indicate acceptance or modification.

3.2 Scope of Work

The Contractor shall provide ongoing and regular field preventative maintenance and repairs on traffic signal equipment and other pertinent apparatus by duly trained and qualified personnel. A traffic signal technician will not be required full time. However, a signal technician shall be available to respond to calls during normal business hours (7:00 am to 5:00 pm) and on emergency calls after normal business hours.

The Contractor shall furnish and retain a level II International Municipal Signal Association (IMSA) certified traffic signal technician with a minimum of three years' experience in traffic signal repairs during the entire term of the agreement. Said technician shall be familiar with all traffic signal controllers in operation and in use and shall also be familiar with County programming standards for both isolated traffic signals and coordination timings of controllers.

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The Contractor shall provide and maintain a 24-hour, 7 days per week service utilizing a radio-dispatched truck for County requested service on a 24 hours per day basis for knockdowns and emergencies. The traffic signal technician shall be equipped with a bucket truck and arrow board. The bucket truck shall be capable of reaching safety lighting mounted on 35 foot high traffic signal poles.

The Contractor shall have available and readily accessible all required tools, equipment, apparatus, facilities, and materials to perform all work necessary to maintain and repair the traffic signals as listed in Document "A"- **Exhibit 1** in compliance with current Caltrans standards and specifications. A copy of Document "A"- **Exhibit 1** is attached and incorporated by reference as though fully set forth herein.

The Contractor shall maintain a privately owned traffic signal maintenance and repair facility located within 100 miles of Ventura County dedicated to the repair and maintenance of traffic signal apparatus during the entire term of the agreement.

The Contractor shall furnish spare traffic signal controllers, signal timing programs, detectors, conflict monitors, and other standard equipment when the original units are in the laboratory for repairs at no additional charge to the County.

The Contractor shall keep a sufficient stock of common replacement parts for the various types of controllers utilized by the County. These shall include, but not necessarily be limited to the following types of controllers:

Economize ASC – 8000

Caltrans Model 170

The Contractor shall offer alternatives to existing equipment to meet changing demands as they occur, or when directed by the County.

The Contractor shall cooperate with the County Traffic Engineer or his authorized representative of the County Public Works Agency's Transportation Department in implementing signal timing provided by County staff. The Contractor will not change the timing of any signal except under the direction or written concurrence of said County Traffic Engineer or his authorized representative.

In time of emergency situations, the Contractor shall assure full cooperation with the California Highway Patrol (CHP), the Ventura County Sheriff's Department, local police departments and those employees listed in the attachment Document "B"- **Exhibit 2**.

The Contractor shall not make any signal timing changes without prior County written approval.

The Contractor will not represent the County in matters of policy or procedures under

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this agreement, and shall refer all questions or inquiries from the public regarding the terms, conditions, policies or procedures of this agreement to said Traffic Engineering Section, the Sheriff's Department, or the California Highway Patrol (CHP) office in Ventura County.

Describe in detail your firm's ability to accomplish this requirement. Describe the procedure your firm would use or implement to fulfill this requirement.

3.3 Routine Maintenance

The Contractor shall sustain a program of continuing comprehensive maintenance designed to eliminate or reduce the incidence of malfunctions, reduce complaints, and extend the useful life of the equipment. The program shall include, but not be restricted to the following:

a. Monthly Preventative Maintenance

The Contractor shall provide monthly preventative maintenance for the signalized intersections as listed on Document "A"-**Exhibit 1**. The Contractor shall utilize a preventative maintenance checklist form as furnished (Form 1-**Exhibit 3**) for each inspection of every signal. A copy of Form 1-**Exhibit 3** is attached and incorporated by reference as though fully set forth herein. For each intersection, the Contractor shall provide one completed copy of Form 1-**Exhibit 3** to the County once a month, maintain a copy in the controller cabinet, and maintain a copy at the Contractor's business office. All work done at a particular intersection during the month shall be shown on Form 1. An electronic version of Form 1 may be submitted in lieu of a hard copy.

b. Traffic Signal Control Equipment

Contractor shall repair, replace or otherwise render in good working order any and all defective parts of the traffic signal control equipment with like make and model parts for temporary and/or permanent replacements. Exceptions to this policy may occur on an individual basis when agreed upon in writing by the County's Traffic Engineer or his representative.

No permanent change of controller equipment shall be done without prior written approval of the County Traffic Engineer or his authorized representative. Whenever equipment is removed from the controller cabinet, the County shall be notified by phone, email, or text within 24 hours.

Contractor agrees to notify, in advance, the County's Traffic Engineer or his representative, of any planned or scheduled traffic signal turn-offs necessitated by the Contractor's operations. Contractor shall not turn-off any traffic signal without prior approval.

All traffic signal controller equipment shall be maintained as recommended by the manufacturer.

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The Contractor shall bear the cost for replacing any part of the controller under the provisions of the routine maintenance program. When the Contractor believes a controller needs replacement, they shall report such conditions to the County's Traffic Engineer or his representative, and provide satisfactory evidence that a replacement is necessary. Contractor shall prepare estimates showing the cost breakdown of material and labor for replacement of such controller and submit this information to said representative. Replacement of an entire controller, if ordered or authorized by the County's Traffic Engineer or his representative, will be paid for as extra work at an agreed upon cost prior to commencement of such work.

c. Traffic and Pedestrian Signals

Contractor shall test all LED signal heads for one approach per intersection every six months to ensure that the light output meets Institute of Transportation Engineers (ITE) specifications.

Contractor shall clean and/or polish all signal lenses, align signal heads and adjust all mast arm mounted street name signs during January and July of each year. A written report of work completed shall be submitted. Such maintenance is included in the monthly flat rate compensation for traffic signals.

Contractor shall paint backplates as needed. Costs for this service are **not** included in the monthly service charge. Costs are to be billed in accordance with Schedule 1- Labor Rates and Equipment Rates.

d. Safety Lighting and Video Detection

Contractor shall institute and maintain a routine nighttime inspection of safety lights and internally illuminated street name signs at all signalized intersections listed in Document "A" every three months. The Contractor shall clean and polish video detection camera lenses during January and July each year. At the end of each three month period, Contractor shall submit a report and an estimate for any repairs deemed necessary. This report shall be in a format to be determined by the County Traffic Engineer and the Contractor.

e. New Installations or Deletions

Contractor shall maintain any new traffic signal devices, safety lighting, flashing beacons and/or appurtenant devices or speed monitoring signs which are installed in the future. These devices will be deemed to be added to the existing Document "A"- **Exhibit 1** when the County notifies the Contractor of the installation thereof. These added devices shall be maintained in the same manner and for the same flat rate fee as those devices already covered by the agreement. In the event any signals are installed of a more complicated type than the Caltrans Model 170 or 2070, these may be added to this agreement at a price mutually satisfactory to the Contractor and the County. In the event notification for any new device is made other than the first day of the month, payment for that month shall be prorated from

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the first day the Contractor is notified to begin maintenance. Should responsibility for maintenance of any current or future devices cease to be County's, the Traffic Engineer or his representative will notify the Contractor in writing of the last date to perform maintenance. Flat rate maintenance payments for any such affected devices will be prorated on the basis of the number of days said devices are maintained by Contractor.

f. Pedestrian Signals

Contractor shall provide monthly preventative maintenance for all pedestrian signals. Such maintenance is included in the monthly flat rate compensation for traffic signals.

g. Graffiti Removal

The Contractor shall remove graffiti from all traffic signal controller cabinets, service cabinets, poles and other traffic signal equipment during routine maintenance activity or as requested by County.

h. Warranty Service

During the period of warranty for any traffic signal equipment, the Contractor shall take the lead in making contact between the traffic signal equipment manufacturer, the installing contractor and the County regarding any required service considered by the Contractor to be under warranty. Contractor shall notify the County of any undue delays in response by the manufacturer or installing contractor and details of each incident.

Except for the manufacturer's factory warranty, the Contractor disclaims all warranties with respect to materials supplied hereunder, and further disclaims any and all liability for failure to perform or delay in performance hereunder where the same is due in whole or in part to any cause beyond Contractor's reasonable control, such as, fire, flood, earthquake, lightning, and labor strikes.

Charges for this service are to be included in the monthly service charge.

Describe your firm's ability to accomplish this requirement. Describe the procedure your firm would use or implement to fulfill this requirement.

3.4 Emergency Service

The Contractor shall respond within two (2) hours after the County, CHP, Sheriff, or local police department first notifies the Contractor's representative of the following events:

- (1) Any signal controller malfunction
- (2) Burned out red or yellow LED or green arrow LED

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- (3) Signal equipment knockdowns
- (4) Other situations that are potentially hazardous to public safety

The County will pay a maximum of one hour (total time in both directions) for travel time associated with emergency extraordinary maintenance.

The replacement of burned-out LED's need not be on an emergency basis provided that there is one (1) such signal indication still operative for each direction of travel. Such replacements shall be completed within twenty-four (24) hours. Contractor shall notify the County within twenty-four (24) hours of any change in traffic signal operation caused by controller replacement, timing changes, and loss of master control or traffic collisions.

Contractor shall provide a temporary 3-section head, pedestrian head and pedestrian or equestrian pushbutton mounted on a ten foot pole to be temporarily installed until a permanent pole can be installed in the event of a knock down. Required replacement of equipment will not require prior approval from County before such replacements are commenced in conjunction with an emergency call.

Contractor shall maintain a single local telephone number where he can be reached twenty-four (24) hours per day. The Contractor's signal maintenance technician shall also maintain a cell phone for contact between the County and the signal maintenance technician.

To distinguish between a regular maintenance call and an emergency call, the County or the CHP shall use a phrase similar to "this is a call for emergency service" when calling under this provision for the Contractor's 24 hour answering service.

Costs for this service are **not** included in the monthly service charge. Costs are to be billed in accordance with Schedule 1-Labor Rates and Equipment Rates.

Describe in detail, your firm's emergency service procedure.

3.5 Monitoring Emergency Calls

At the time the Contractor's representative is notified of an emergency by the County or the CHP, he/she shall call any of the appropriate following numbers to validate the emergency call:

TIME	TELEPHONE NO.
7:00 a.m. – 6:00 p.m.	672-2131 Transportation Department (Saticoy Maintenance Yard) (Monday – Thursday)

SECTION 3.0 – REQUIREMENTS

TIME	TELEPHONE NO.
7:00 a.m. – 5:00 p.m.	654-2049 Transportation Department (Administration Office) (Monday – Friday)
5:00 p.m. – 7:00 a.m. contacts	See Document "B"- Exhibit 2 for After-Hours for traffic signal Emergencies Fridays, Weekends and Holidays

Upon completion of emergency work, the Contractor shall contact the appropriate telephone number as listed above and inform the County that the emergency work has been completed.

Indicate acceptance or modification.

3.6 Liquidated Damages

It is understood and agreed that failure on the part of the Contractor to respond within two (2) hours under normal conditions for emergency calls as provided in Section 3.0 will cause the County to suffer an unascertainable amount of damage. In lieu of such uncertain damage, Contractor agrees to pay to the County, not as penalty but as liquidated damages, the amount of \$1,000 per day commencing the first date of required emergency work, to be deducted from any payment due or to become due to the Contractor.

Indicate acceptance or modification.

3.7 Non-Emergency Service

All other non-emergency calls shall be responded to within 4 hours or as mutually agreed upon between the County and Contractor for each individual services call.

Indicate acceptance or modification.

3.8 Signal Upgrades, Installations and Knockdown replacements

The Contractor shall install, modify and/or upgrade traffic signals or traffic safety devices if requested in advance by the County. All additional work shall be performed to the satisfaction of the County.

No additional work shall be commenced or undertaken by Contractor unless and until the same is authorized in writing by the County's Traffic Engineer or his representative. Said written authorization is a condition precedent to the Contractor's entitlement to reimbursement. Additional work shall be performed in accordance with the Standard Plans (latest version) and Section 86 of the Standard Specifications (latest version) of the State of California, Department of Transportation. This work shall be performed within a time limit established by said County

SECTION 3.0 – REQUIREMENTS

representative and for a mutually agreed upon price.

County shall retain the right to perform any additional work by use of County forces, by negotiated agreement, or to advertise such work for bid.

Costs for this service are **not** included in the monthly service charge. Costs are to be billed in accordance with Schedule 1-Labor Rates and Equipment Rates.

Describe your firm's ability to accomplish this requirement. Describe the procedure your firm would use or implement to fulfill this requirement.

3.9 Invoicing

Contractor shall provide the County with written verification of the actual compensation earned. For cost accounting purposes, said written verification shall be provided to the County as both a computerized printout and as an Excel compatible computer file in a form satisfactory to the County's Department of Public Works. Invoices shall be made no more frequently than on a monthly basis and shall describe the work performed. Payments for any lump sum or fixed fee arrangement shall be in the amounts designated above or as in Schedule 1.

Indicate acceptance or modification and provide sample of Invoice.

3.10 Inventory Records

- (a) Inventory List: At each intersection the Contractor shall maintain an inventory list of the equipment in the controller cabinet. The inventory list shall include the model, manufacture, serial number and quantity of each piece of equipment and installation date. The inventory list shall be continually updated and a copy shall be furnished to the County every January and July.
- (b) Preventative Maintenance (PM) Checklist Form: The Contractor shall maintain a copy of the Preventative Maintenance Checklist Form (Form 1-**Exhibit 3**) at each intersection. The PM checklist form shall be completely filled out during each monthly maintenance inspection and during any time the Contractor repairs the controller or any related equipment in the controller cabinet or the signal equipment at the intersection (detector loops, pedestrian heads, signal heads, lenses, LED's and signal poles, etc.).

Provide sample of Inventory Record.

3.11 Monthly Activity Report

The Contractor shall provide a computerized monthly activity report to the Traffic Engineering Section by the fifteenth working day of each month for the previous month. The report shall be provided both as a printout and as an Excel compatible computer file and shall include the following:

SECTION 3.0 – REQUIREMENTS

- (a) Time the service calls were received by Contractor, time arrived at the intersection, the response time, the number of hours spent for each repair and a special listing of intersections with three calls in one month.
- (b) A complete record of all work that was performed on the County traffic signal equipment during the time period covered on the report including the make, model, and serial number of any major components or other equipment that was newly installed at each intersection
- (c) Time and date the PM work was performed.

Indicate acceptance or modification and provide sample of Monthly Activity Report.

3.12 Pending Repair List

The Contractor shall provide a monthly report of all pending repair work needed at each intersection in a format to be determined by the Contractor and the County's Traffic Engineering Section.

Indicate acceptance or modification.

3.13 Meetings

The Contractor's field technician shall be available to meet with the County Traffic Engineer or his authorized representative on a monthly basis at a mutually agreed upon time and place to review each month's maintenance activities. The Contractor's maintenance supervisor shall be similarly available to meet with the County Traffic Engineer or his authorized representative on a quarterly basis.

Indicate acceptance or modification.

3.14 Quality Assurance

Work performed must be of the highest quality. Performance standards must be monitored and met.

Offerors will include a formal method of reporting offered for use by County to report contract performance satisfaction and/or dissatisfaction.

Offerors will provide with their proposal a detailed quality assurance program; e.g.-validated complaints, unscheduled inspections, etc., which Offeror will utilize to monitor the services proposed.

SECTION 3.0 – REQUIREMENTS

3.15 Insurance Requirements

Successful Offeror shall acquire and maintain at his/her own expense all insurance described in RFP Section 4, Item 11.

Indicate acceptance or modification.

3.16 Safety Requirements

All services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A. All employees shall be issued and wear appropriate safety equipment as required. Any employee observed not wearing or using proper safety equipment will be requested by the County to be removed from this contract. Service vehicles are to be parked on the street, unless off-street parking is available. Vehicle will not be driven onto the area to be maintained unless materials are too heavy for a person to carry to the area.

Indicate acceptance or modification.

3.17 Consequences of Contractors Failure to Perform Specific Tasks

County will withhold 10% of the monthly payment if the following items are not done in accordance with requirements herein:

- a. Padlock to be provided on all controller cabinets and keys provided to County Staff
- b. Current signal timing sheets to be provided in all controller cabinets.
- c. All WWV clocks to be maintained in working order at all times.
- d. All phone modems and interconnect to be maintained in working order at all times.
- e. All battery backups to be tested every month to make sure they are still in working order.
- f. All LED's for one approach per intersection should be tested every six months to make sure that the light output is meeting ITE specifications. Any intersection where the tested LED's do not meet the ITE specifications must have all LED's replaced and the County billed for the time and materials.
- g. Work Orders with materials will be completed eight (8) weeks after issuance.
- h. Work Orders without materials will be completed two (2) weeks after issuance.

Indicate acceptance or modification.

3.18 Uniforms

All employees of the contractor shall wear uniform-style shirts with company name on it. Uniform pants are optional. All uniforms, as required and approved by the

SECTION 3.0 – REQUIREMENTS

Contract Administrator or his/her designee, will be provided by and at the Contractor's expense.

Indicate acceptance or modification.

3.19 Prevailing Wage

In accordance with Sections 1770 et seq. of the California Labor Code and the Code of Federal Regulations (Davis-Bacon Act), determinations of the generally prevailing wages for various classes of workers in Ventura County have been made by the California Director of Industrial Relations as required by the California Labor Code and by the U.S. Secretary of Labor as required by the "Davis-Bacon Act".

As required by California Labor Code Section 1777.5 properly indentured apprentices shall be employed on the work. Travel and subsistence shall be paid in accordance with California Labor Code Section 1773.8.

The Determinations made by the State are on file at the County Purchasing Services Office. A copy will be furnished without cost to the successful offeror, if requested. The contractor shall post a copy of the wage rates at each job site at a location readily available to the workers.

The provisions of Articles 2 and 3, Division 2, Part 7, Chapter 1 of the Labor Code, State of California, are by this, reference, made a part of this offer.

Indicate acceptance or modification

3.20 Permits

Unless otherwise provided herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

Indicate acceptance.

3.21 Non-Collusion

If there is reason to believe that collusion exists among the Offerors, the County may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm or corporation that has submitted a sub-proposal to an Offeror, or who has quoted prices on materials to an Offeror, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors.

Offeror(s) shall submit with their proposal an executed Non-Collusion Affidavit – Attachment "B".

SECTION 3.0 – REQUIREMENTS

3.20 Green Procurement

The County of Ventura Green Procurement Policy, adopted on January 15, 2002, directs County agencies, boards, commissions, departments and offices to purchase and use recycled products, whenever possible, when the fitness, quality, and price of the recycled products are equal or better than non-recycled products. And, whenever possible, bio-based, energy saving and less toxic alternatives shall be considered when purchasing products.

Whenever possible, offerors are encouraged to offer recycled products with recovered material content, as well as products that are reusable, or designed to be easily recycled, and/or have a lesser or reduced effect on human health and the environment when compared with competing non-recycled products that serve the same purpose.

Describe any policies or procedures your firm uses or would implement to support this policy.

3.21 Exclusivity

The County is under no obligation to request, utilize or employ any certain extent or number of services, nor is the County restricted, by reason of this contract, from employing personnel for County's incidental needs by contracting with other contractors/suppliers.

Indicate your acceptance or modification.

3.22 Piggyback Agreement

Offeror may indicate on his Proposal Form that he will extend all prices, terms, and conditions of his proposal to any other public agency located in Ventura County. Offeror's agreement or failure to agree to the "piggyback" agreement will **not** be a factor in award of proposal. All piggyback agreement with other agencies will be separate from and unrelated to any entered into hereunder by the County and the Successful Offeror(s). The County will incur no responsibility, financial or otherwise, for contracts made by the Successful Offeror(s) and other public agencies.

Indicate your acceptance or modification.

**SECTION 4.0 – STANDARD COUNTY CONTRACT
SAMPLE**

This contract entered into this _____ day of _____, 20____, by and between the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter called "County" and _____, hereinafter called "Contractor."

WITNESSETH

WHEREAS, pursuant to Section 3 item f of the County of Ventura Ordinance NO. 4084, the Purchasing Agent of the County has the authority to engage independent contractors to perform services for the County, with or without the furnishing of material; and

WHEREAS, the County issued the (Insert contract name here) Request for Proposal #____ (hereinafter referred also as 'RFP') to determine the most qualified contractor for such services for County; and

WHEREAS the Contractor submitted a proposal dated (insert date of proposal here), in response to the RFP (hereinafter referred also as "Contractor's Proposal"), to provide services to County;

WHEREAS, the County determined, through competitive solicitation and careful review of submitted proposals, that the Contractor's Proposal best meets the need of the County for (Insert contract name here) and that it is necessary and desirable that Contractor be engaged by County for the purpose of providing (Insert contract name here) Services and related services hereinafter described; and

WHEREAS the County and the Contractor are willing to enter into a (Insert contract name here) Contract in accordance with the RFP, the Contractor's response thereto, which by this reference are incorporated, though not attached, and the terms and conditions contained herein;

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing (Insert contract name here) services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit A attached hereto and by this reference made a part hereof.

2. PAYMENTS

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payment to Contractor in the manner specified in Exhibit A.

**SECTION 4.0 – STANDARD COUNTY CONTRACT
SAMPLE**

3. TERM

Per RFP document.

4. RESPONSIBILITY OF CONTRACTOR

The Contractor shall, prior to start of any work awarded hereby, secure at Contractor's own expense all persons, employees and equipment required to perform the contract requirements.
Contractor will be held fully responsible for performance of any subcontractors.

5. WARRANTIES

Contractor shall warrant and represent that:

- a. its work hereunder shall be of professional quality and performed consistent with generally accepted industry standards.
- b. there exists no actual or potential conflict of interest concerning the services to be performed under this contract. Contractor represents that performance under this contract does not require the breach of any contract or obligation to keep in confidence the proprietary information of another party.

6. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

SECTION 4.0 – STANDARD COUNTY CONTRACT SAMPLE

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County of Ventura, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this contract.

7. NON-ASSIGNABILITY

Contractor will not assign this contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this contract.

8. TERMINATION

The County shall be able to cancel the contract, without penalty to the County, as follows:

- a. County's obligation hereunder will be limited to the funds appropriated by the Board of Supervisors for this purpose for each fiscal year in which this contract is in effect. In the event that the Board of Supervisors fails to so appropriate said funds; County's obligation hereunder will terminate at the end of the fiscal year for which funds were appropriated or at the end of the contract term, which ever occurs first.
- b. The County may terminate this contract under the provisions of, "Rights and Remedies of County for Default" paragraph for cause.
- c. The County at its sole option may terminate this contract upon thirty (30) days written notice with or without cause. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract. On completion or termination of this contract, County shall be entitled to immediate possession of and Contractor shall furnish all computations, correspondence and other pertinent data gathered or computed by Contractor specifically for the services required hereunder prior to such termination.

Contractor hereby expressly waives any and all claims for damages or compensation arising under this contract except as set forth in this paragraph in the event of such termination.

SECTION 4.0 – STANDARD COUNTY CONTRACT SAMPLE

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this contract.

Upon termination or other expiration of this contract, each party will assist the other party in the orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party.

9. DEFAULT

If Contractor defaults in the performance of any term or condition of this contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 7 above.

10. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

All activities and/or work covered by this contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this contract.

11. INSURANCE PROVISIONS

A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:

- 1) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.

**SECTION 4.0 – STANDARD COUNTY CONTRACT
SAMPLE**

- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

Personal Automobile Liability coverage, in the minimum amounts of \$100,000 per Person and \$300,000 each accident Bodily Injury and \$50,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not covered under Commercial Automobile Liability.

- 3) Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.
- B) All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR'S insurance coverage and will not contribute to it.
- C) COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County of Ventura, Its Boards, Agencies, Departments, Offices, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by CONTRACTOR under the terms of this contract on all policies required (except Workers' Compensation).
- E) Contractor agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G) CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this contract:
1. Certificates of Insurance for all required coverage.
 2. Additional Insured endorsements.

**SECTION 4.0 – STANDARD COUNTY CONTRACT
SAMPLE**

3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others)

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

12. NON-DISCRIMINATION

A. General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this contract.

B. Employment.

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies will be made available to County upon request.

13. SUBSTITUTION

If particular people are identified in Exhibit A as working under this contract, the Contractor will not assign others to work in their place without written permission from the County Purchasing Agent. Any substitution will be with a person of commensurate experience and knowledge.

14. INVESTIGATION AND RESEARCH

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

15. CONTRACT MONITORING

The County will have the right to review the work being performed by the Contractor under this contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of

SECTION 4.0 – STANDARD COUNTY CONTRACT SAMPLE

Contractor's responsibility for the thoroughness of the services to be provided hereunder. This contract will be administered by _____ or his/her authorized representative.

16. ADDENDA

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this contract.

17. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Contractor further covenants that in the performance of this contract no person having such interest will be employed or retained by Contractor under this contract.

18. FORCE MAJEURE

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party.

Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact.

If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

19. NON-EXCLUSIVITY

The County reserves the right to contract with providers of similar services and/or equipment other than the Contractor when it is reasonably determined to be in the best interest of the County.

**SECTION 4.0 – STANDARD COUNTY CONTRACT
SAMPLE**

20. CONFIDENTIALITY

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

21. NOTICES

All notices required under this contract will be made in writing and addressed or delivered as follows:

TO COUNTY: VENTURA COUNTY

GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 S. VICTORIA AVENUE
VENTURA, CALIFORNIA 93009

TO CONTRACTOR-

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

22. MERGER CLAUSE

This contract along with the following documents, which are incorporated into this contract by reference, hereto constitute the final expression of the agreement of the parties and supersedes any and all other contracts, either oral or written, between Contractor and the County of Ventura, with respect to the subject of this contract. This contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this contract. No contract, statement, or promise not contained in this contract will be valid or binding.

This contract may not be altered, amended, or modified except by written instrument signed by the duly authorized representatives of both parties. In the

**SECTION 4.0 – STANDARD COUNTY CONTRACT
SAMPLE**

event of an inconsistency in this contract, the inconsistency shall be resolved in the following order:

- 1) This contract;
- 2) County of Ventura RFP 5669
- 3) Contractor's proposal dated _____.

23. GOVERNING LAW

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California.

24. SEVERABILITY OF CONTRACT

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

25. CUMULATIVE REMEDIES

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

26. COMPLIANCE WITH LAWS

Each party to this contract will comply with all applicable laws.

27. PREVAILING WAGE

In accordance with Sections 1770 et seq. of the California Labor Code and the Code of Federal Regulations (Davis-Bacon Act), determinations of the generally prevailing wages for various classes of workers in Ventura County have been made by the California Director of Industrial Relations as required by the California Labor Code and by the U.S. Secretary of Labor as required by the "Davis-Bacon Act".

As required by California Labor Code Section 1777.5 properly indentured apprentices shall be employed on the work. Travel and subsistence shall be paid in accordance with California Labor Code Section 1773.8.

The Determinations made by the State are on file at the County Purchasing Services Office. A copy will be furnished without cost to the successful offeror, if requested.

**SECTION 4.0 – STANDARD COUNTY CONTRACT
SAMPLE**

The contractor shall post a copy of the wage rates at each job site at a location readily available to the workers.

28. CONSTRUCTION OF COVENANTS AND CONDITIONS

Each term and each provision of this contract will be construed to be both a covenant and a condition.

Attachment A

Proposal Form

a. Compensation For Monthly Preventative Maintenance

In consideration of the furnishing by the Contractor of the described labor, services, materials and equipment in Section 3.3-Routine Maintenance and in accordance with all provisions of this agreement said Contractor shall be paid by the County in accordance with Schedule 1. A copy of Schedule 1 is attached and incorporated by reference as though fully set forth herein.

The maintenance of or replacement of inductive loop sensor units and amplifier units are included in the flat rate maintenance cost.

Compensation for emergency calls is included in the flat rate maintenance cost. The flat rate maintenance cost does not include painting of poles, heads, cabinets or other devices, nor the maintenance of or replacement cost of inductive loops, sensing elements, pedestrian push buttons, signs, electroliers, ballasts, sealed beam lamps, nor repairs to signal equipment when such equipment has been damaged by vehicular collisions, acts of God, or malicious damage.

b. Compensation For Graffiti Removal

The Contractor shall remove graffiti from service cabinets, controller cabinets, poles and all other traffic signal equipment. The Contractor will be paid by the County in accordance with Schedule 1.

c. Compensation For Extra Work

For the purposes of this section, Extra Work (e.g. Section 3.8-Signal Upgrades and Installations) shall refer to the replacement, repair, or upgrading of any device utilized for traffic control or to ensure the public's safety. The Contractor shall contact the County Traffic Engineer to obtain prior approval before work is scheduled or performed under this provision. The Contractor shall verify invoiced charges, when requested by the County with time cards and material invoices.

Replacement of vehicle loop detectors shall be considered extra work and shall require approval from the County prior to replacement.

The County shall pay for repairs under this section when such repairs are necessary due to damaged signal devices, flashing beacons, warning beacons or safety lighting resulting from vehicular collisions, act of God, or malicious damage, or for controller replacements in accordance with Section 2.2 of this agreement.

The County agrees to pay the Contractor the full amount of extra repairs in accordance with the terms of compensation of Schedule 1. The work under this section shall be completed by the date agreed upon by County and Contractor.

The Contractor agrees to pay to the County, not as a penalty, but as liquidated damages, the amount of \$1000.00 per calendar day for each day the work under this section has not been completed by agreed upon date.

d. Schedule 1 – Labor Rates and Equipment Rates

1. Labor Schedule

PREVENTATIVE MAINTENANCE - FLAT RATE

Monthly preventative maintenance Flat Rate per intersection as listed on Schedule "A" and identified as "Standard Signal" locations:

\$_____ per month

Locations listed on schedule "A" identified as standard signals with advance flashing beacons

\$_____ per month

Locations listed on Schedule "A" identified as standard signals with advance flashing beacons

\$_____ per month

And "Prepare to Stop" signs

\$_____ per hour

Hourly rate for graffiti removal

	Hourly Salary & Benefits	Hourly Overhead	Hourly Straight Time	Hourly Straight Time
Operations Superintendent All repair work, both in field and laboratory, subject to his approval and direction.				
Engineering Technician Provides liaison, assists traffic engineer on systems and provides technical data.				
Lead Worker Primary duties are to field troubleshoot and repair wiring, wire cabinets and controllers, and perform routine maintenance duties.				
Traffic Signal Technician - Field Primary duties are to troubleshoot and repair wiring, wire cabinets and controllers, and perform routine maintenance duties.				
Traffic Signal Technician - Laboratory Perform complete repair and maintenance of all controllers, detectors and associated devices which are brought in for repairs.				
Traffic Signalman Primary duties are as directed by lead worker in assisting field technicians and performing preventative maintenance.				

	Hourly Salary & Benefits	Hourly Overhead	Hourly Straight Time	Hourly Straight Time
Traffic Signalman - Laborer Primary duties are to assist traffic signalman in repairing knockdowns and filed modifications as directed.				
Traffic Signalman - Apprentice Primary duties are as directed by traffic signalman in assisting with performing preventative maintenance.				

2. Equipment Schedule

	Per Job or Trip
Personnel Vehicle	
Pickup Truck	
Service Truck	
Service/Bucket Truck	
Boom/Ladder Truck	
Paint Rig Truck	
Telsta Truck (Hydraulic lift)	
Air Compressor	
Water Truck	
Concrete Saw	
New Controller Cabinet Operation and Certification Tests	
Installation of Inductive Loops	
Quantity 1-4	
5-12	
13-20	
20+	
Material Mark- Up	

NOTE: Any other equipment utilized during the term of the agreement but not specifically listed, will be paid at the prevailing Caltrans rate for the same, or similar equipment.

Piggyback Acknowledgement. By signing below, Offeror agrees to extend all prices, terms, and conditions of this proposal to any other public agency located in Ventura County. Offeror's response will NOT be a factor in award of proposal.

I hereby agree to extend all prices, terms, and conditions of my proposal to any other public agency located in Ventura County.

Signature of Offeror's Authorized Representative: _____

Subcontractor Information. **Does this proposal include the use of subcontractors?** Yes
____ **No** ____ **Offeror's Initials** ____

Company Name of Offeror

Type of Business (Corp, Partnership,
Sole Proprietorship)

Street Address

City, State, Zip

Signature of Authorized Representative
Representative

Name & Title of Authorized

Telephone Number

Facsimile Number

Tax Identification Number

DUNs Number

Contractor License Number

ATTACHMENT "A" – RFP #
"Non-Collusion Affidavit"
To Be Executed By Offeror And Submitted With Proposal

State of California)
County of Ventura ss.
)

_____, being first duly sworn, deposes and says that he or she is (Owner) of _____ (Contractor Name) the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the offeror has not directly or indirectly induced or solicited any other offeror to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any offeror or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the offeror has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the offeror or any other offeror, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other offeror, or to secure any advantage against the public body awarding the contract of anyone interested in the offered contract; that all statements contained in the proposal are true; and further, that the offeror has not , directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal."

(Date)

(Signed at (Place))

Offeror Name
(Person, Firm, Corp.)

Authorized Representative

Address

Representative's Name

City, State, Zip

Representative's Title

Exhibit 1
Document "A"
County of Ventura-Transportation Department
Traffic Signals/Flashing Beacons for Preventative Maintenance

Ref	Intersection	Location			Code
1		Central Ave	@	Beardsley Rd	S
2	085-003	Harbor Blvd	@	Gonzales Rd	S
3	085-007	Hueneme Rd	@	Las Posas Rd	S
4		Hueneme Rd	@	Olds Rd.	S/F
5	085-015	Hueneme Rd	@	Raytheon Rd	S
6		Hueneme Rd	@	Rice Ave	S
7	085-013	Kanan Rd	@	Conifer St	S
8		Kanan Rd	@	Churchwood Dr	S
9	085-000	Kanan Rd	@	Deerhill Rd	S
10	085-014	Kanan Rd	@	Doubletree Rd	S
11	085-017	Kanan Rd	@	Golden Eagle Dr	S
12		Kanan Rd	@	Hollytree/Oak Hills Dr	S
13	085-	Kanan Rd	@	Smoke Tree Ave	S
14		Kanan Rd	@	Sunnycrest Dr	S
15		Las Posas Rd	@	Cawelti Rd	S
16		Lewis Rd	@	Cawelti Rd	S/F
17		Lewis Rd	@	Laguna Rd	S/F
18		Lewis Rd	@	Camarillo St	S/F
19		Lewis Rd	@	University Dr	S
20	085-012	Pleasant Valley	@	Airport Way	S
21		Pleasant Valley	@	Dodge Rd	S
22	085-011	Pleasant Valley	@	Eubanks St	S
23	085-002	Rice Ave	@	Channel Islands Blvd	S
24	085-005	Rice Ave	@	Wooley Rd	S
25	085-001	Rose Ave	@	Central Ave	S
26		Rose Ave	@	Collins St	S
27	085-006	Rose Ave	@	Walnut Dr	S/F/PS
28	085-010	Santa Clara Ave	@	Central Ave	S
29		Santa Clara Ave	@	Friedrich Rd	S
30		Telegraph Rd	@	Briggs Rd	S
31		Santa Rosa Rd	@	W. Andalusia Dr/Vista Arroyo	S
32		Santa Rosa Rd	@	Applewood Ln/Penelope Pl	S
33		Santa Rosa Rd	@	Blanchard Rd	S
34		Santa Rosa Rd	@	Brittany Park Rd	S
35	085-023	Santa Rosa Rd	@	E. Las Posas Rd	S
36		Santa Rosa Rd	@	Moorpark Rd	S/F/PS
37	085-024	Santa Rosa Rd	@	Vista Grande	S
38		Santa Rosa Rd	@	Yucca Dr	S/F/PS
39		Wendy Dr	@	Ruth Dr	S
500	085-020	Telegraph Rd	E/O	Briggs Rd	SPF
501	085-021	Telegraph Rd	W/O	Briggs Rd	SPF
502	085-018	Santa Rosa Rd	E/O	Santa Rosa School	SPF
503	085-019	Santa Rosa Rd	W/O	Santa Rosa School	SPF
504		Potrero Rd	@	Two Beacons at MP 10.75	SPF
505		Potrero Rd	@	One Beacon at MP 9.00	SPF
506		Foothill Rd	@	Two Beacons at MP 4.50	SPF

Ref	Intersection	Location			Code
507		Las Posas	E/O	Escollera Ave	SPF
				Standard Signal:	S
				Standard Signal w/ Advance Flashing Beacon:	S/F
				Standard Signal w/ Advance Flashing Beacon and Prepare To Stop:	S/F/PS
Solar Powered LED Flashing Beacons					SPF

Exhibit 2

DOCUMENT "B"

COUNTY OF VENTURA
PUBLIC WORKS AGENCY
TRANSPORTATION DEPARTMENT

CONTACTS FOR AFTER-HOURS TRAFFIC SIGNAL EMERGENCIES

Call the Road Maintenance Division's Meridian Mail System at 805/650-4099, then press the number for the appropriate area as listed below:

Maintenance Areas of Responsibility

PRESS 1 Agoura, Bardsdale, Camarillo Heights, Fillmore, Hidden Valley, Lake Sherwood, Las Posas Estates, Las Posas Valley, Moorpark, Newbury Park, Oak Park, East Potrero Road, Rolling Oaks, Santa Paula, Santa Rosa Valley, Santa Susana, Simi Valley, Somis, South Mountain, Thousand Oaks, Ventu Park

Chief II

RUDY MUNOZ

PRESS 2 Casitas Springs, Del Norte, El Rio, La Conchita, Limoneira, Meiners Oaks, Mira Monte, Montalvo, Nyeland Acres, Oak View, Ojai, Oxnard Beach, Oxnard Plains, West Potrero Road, Saticoy, Upper Ojai, Ventura, West Oxnard, Yerba Buena.

Chief II

Rodney Perez

ALL ROADS COUNTYWIDE – ADMINISTRATIVE PERSONNEL

			<u>Home/Cell Phone</u>
1.	Raul Gallo	Road Maint. Engineer	320-3855
2.	Richard Herrera	Traffic Engineer	485-9187
3.	David Fleisch	Director	256-0994

Exhibit 3

FORM 1-MONTHLY PREVENTATIVE MAINTENANCE CHECKLIST			
INTERSECTION: _____		DATE: _____	TIME IN: _____ TIME OUT: _____
A CONTROLLER CABINET	STATUS	PROBLEM DESCRIPTION	
Appearance			
Door Fit; Gasket			
Lock Operation; Pad Lock			
Fan Operation			
Air Filter			
Terminal Blocks Tight			
Vacuum Cabinet			
B SIGNAL CONTROLLER	STATUS		
Controller Indication lights working	Yes/No		
Timing and Coordination Sheets in cabinet	Yes/No		
Phase timings per timing sheets	Yes/No		
C DETECTORS and LOOPS	STATUS		
Detector Sensor Indication lights working	Yes/No	Date Replaced: _____	Phase: _____
Condition of traffic signal loops		Needs Repair: _____	Phase: _____
Detection zones per traffic signal plan		Patch: _____	Re-splice: _____
		New Loop: _____	
D SIGNAL HEADS	STATUS		
Lens/Backplates/Visors Damaged		Date Replaced: _____	Phase: _____
LED Modules		Date Replaced: _____	Phase: _____
3M Program			
Aimed Correctly			
Lenses Cleaned			
E PEDESTRIAN HEADS	STATUS		
Aimed Correctly			
Lenses Damaged			
Lenses Cleaned			
F PEDESTRIAN PUSH BUTTON	STATUS		
Placing Calls	Yes/No		
Cover Plates			
G PULL BOX COVERS			
H SIGNAL HAND HOLE COVERS			
I BATTERY BACK-UP SYSTEM	STATUS		
Battery Voltage			
Battery Cable Connections			
Number of Outages			
Total Hours Activated			
J MODEM and INTERCONNECT			
K WWV CLOCK			
L PAD LOCKS			
M Flashing Beacons			
NOTES:			
Technician: _____		Signature: _____	