



# **The Imperial County Transportation Commission (ICTC)**

**FY 2020-2021 Request For Proposal**

**Update to the 2014 Coordinated  
Public Transit—Human Services Transportation Plan**

Mark Baza, Executive Director  
ICTC  
1503 N. Imperial Ave. Suite 104  
El Centro, Ca. 92243  
760-592-4494  
760-592-4410 fax

# IMPERIAL COUNTY TRANSPORTATION COMMISSION

## 2020 Coordinated Public Transit - Human Services Transportation Plan Update

### REQUEST FOR PROPOSALS

---

#### I. INTRODUCTION

The Imperial County Transportation Commission (ICTC) is requesting proposals from qualified consultants to develop an update to the *2014 Public Transit-Human Services Transportation Coordination Plan for Imperial County*, hereafter referred to as “Coordinated Plan”. The primary purpose of the Coordinated Plan is to continue to meet the Federal Transit Administration’s (FTA) and other funding agency’s requirements for eligibility for various grants, including but not limited to the FTA Section 5310 program.

The *2014 Public Transit-Human Services Transportation Coordination Plan for Imperial County* is available for review on the ICTC website at [www.imperialctc.org](http://www.imperialctc.org)

The update to the Coordinated Plan will include a reassessment of all available public and private transportation services in Imperial County, a reassessment of public and social services transportation needs, development of strategies and/or activities to address gaps in service, identification of coordination actions to eliminate or reduce duplication in services where they exist, and a prioritization of implementation strategies.

To achieve these goals the consultant will review the existing plan, conduct bilingual interviews and/or focus group meetings with all transportation service providers, community leaders and transportation stakeholders using the FTA’s publication *A Framework for Action: Building the Fully Coordinated Transportation System* (or suitable alternative) as a guideline, collect and analyze transportation data related to the existing transportation system, reassess the needs of the public transportation and social services transportation system, and develop alternatives and solutions to address the needs.

Qualified firms are invited to submit written proposals for consideration in accordance with this request. These services will be conducted under a contract with the Commission, hereinafter referred to as "ICTC." The consultant entity is hereinafter referred to as "Consultant".

The contract will be regulated according to applicable provisions of the (FTA), Transportation Development Act, the Americans with Disabilities Act (ADA), applicable Public Utilities Codes and local planning and program requirements. This is a locally funded project.

## II. BACKGROUND

ICTC is the sub-regional transportation planning and programming agency for the Imperial Valley region, as well as, the contract administrator for several public transit services. ICTC builds consensus, makes strategic plans, obtains and allocates resources, and provides technical information on a broad range of topics pertinent to the Imperial Valley region's transportation services and infrastructure.

ICTC is an independent agency governed by a Commission composed of City council members, two County supervisors and one elected member of the Imperial Irrigation District (IID). Membership includes the cities of Brawley, Calipatria, Calexico, El Centro, Holtville, Imperial, Westmorland, the County of Imperial, and the Imperial Irrigation District (IID).

The Imperial Valley is a large geographic region containing approximately 4,598 square miles. Agriculture is the second largest industry behind employment in the government sector. Most of the area's geography is flat, at or below sea level. The climate is described as arid desert with summer temperatures reaching 115 degrees.

### EXISTING PUBLIC TRANSPORTATION SERVICES

The region has a public fixed route bus system called *Imperial Valley Transit (IVT)*, and an ADA complementary paratransit system called *IVT Access*. Imperial Valley Transit also operates extension lines called the IVT Blue and Green Lines in the City of El Centro and the Gold Line in the City of Brawley. The Blue, Green, and Gold Lines provide service in coordination with the regular fixed route system.

Existing public transportation services within Imperial County consist of fixed route transit (buses) and demand responsive transit (Dial-A-Ride and ADA paratransit).

ICTC administers the public fixed route and ADA paratransit system through turnkey contracts which provide intercity and intracity services to the incorporated and unincorporated communities of the County. The operations are through a private for-profit provider with a fleet of approximately 63 buses (including MV-1's and vans).

The Cities of El Centro, Brawley, Imperial, Calexico and the West Shores area of the County have dial-a ride services operated through turnkey private for profit and non-profit providers.

Imperial County also has several private and nonprofit organizations which provide transportation services for the elderly and disabled. In addition, there are several small private for-profit transit operators. These businesses and organizations will need to be identified by the consultant in the development of the plan.

Due to the proximity of the operating area for IVT to the international border with Mexico, the region has a high percentage of Spanish speaking passengers. Public transit passengers in Imperial

County are transit dependent and include a large population of persons with disabilities. The consultant team will be required to be fully bilingual in Spanish and English either directly through its project staffing or through interpreters, due to the high percentage of the population that is Hispanic and monolingual.

### **III. PROJECT SUMMARY**

#### **A. Description**

The primary purpose of the Coordinated Plan is to meet the FTA requirements originally under SAFETEA-LU (Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users), and continued under MAP-21 (Moving Ahead for Progress in the 21st Century), for funding eligibility for federal and other funding under programs such as Section 5310 (Elderly Persons and Persons with Disabilities), Section 5316 (Job Access Reverse Commute), and Section 5317 New Freedom) programs. The FTA has issued the following “general guidelines” for developing Coordinated Plans:

- Update the Coordinated Plan and identify service gaps and duplication of services; Involve transit operators, social service agencies, advocates, and other stakeholders in a bi-lingual coordinated planning process with public participation;
- With input from stakeholders develop competitive project selection from the Coordinated Plan;
- Reevaluate and revise as necessary criteria;
- Ensure projects are consistent with the Transportation Improvement Program (TIP) and State Transportation Improvement Program (STIP);

The project will be coordinated by the ICTC project manager and there will be significant interface with the bus contractors/operators, stakeholders and passengers.

The agencies in the Imperial Valley have various GIS capabilities. Any maps and drawings will need to be developed and supplied by the Consultant. GIS layers and Shape files will not be available.

#### **B. Fee Estimate Range**

The estimate of the fee for the completion of the project is \$75,000. The budget is established in the adopted FY 2020-21 ICTC Overall Work Plan and Budget.

#### **C. Payment**

The selected consultant will be paid by the fixed fee method, with itemized monthly invoices based on deliverables or portions of work completed. ICTC will retain 10% from each invoice until the final delivery of the product.

## **D. ESTIMATED PROJECT SCHEDULE**

ICTC anticipates the process for nominating; selecting a consultant and awarding the contract will be according to the following schedule:

1. Issue Request For Proposal July 27th, 2020
2. Last Day to Submit Questions Regarding RFP August 7<sup>th</sup>, 2020
3. Non Mandatory pre Bid Meeting (teleconference available) August 14th, 2020
4. Proposal Due Date August 28th, 2020
5. Oral Interviews (if utilized) Week of August 31st, 2020
6. Contract Negotiations Complete September 2020 (estimate)
7. Approval of Contract October 2020 (estimate)
8. Initial Draft Report for ICTC Staff review February 1st, 2021
9. Revised Draft for Public Comment February 15th, 2021
10. Presentation of Final Draft SSTAC and ICTC Management Committees March 3<sup>rd</sup> and 10<sup>th</sup> 2021
11. Presentation of Final DRAFT Report to the ICTC Commission March 24<sup>th</sup>, 2021

## **IV. SCOPE OF WORK**

### **Task 1: Finalize Work Plan including**

In consultation with ICTC Project Manager, Consultant shall prepare a final detailed work plan describing the approach to completing each task, the resources assigned each task, and the time allocated for completing each task. A final project schedule will be developed for ICTC approval.

#### Deliverable 1:

Develop and submit a Project Work Plan for ICTC approval. The work plan shall include a detailed description of the approach, resources and time for each task, as well as the overall project schedule.

## **Task 2: Develop and Implement a Public Participation Plan**

The consultant shall develop and implement a bilingual public participation plan to incorporate community input, focus groups and feedback to the project. Proposers shall describe a process, including a stated number of workshops that guarantees effective public input before, during and after the recommendations are developed. Key stakeholders to meet with include passengers, transit management and operators, Social Service Transportation Advisory Committee (SSTAC), social service agencies and local disability advocates. ICTC staff can recommend various venues to the consultant but responsibility for arrangements will lie with the consultant.

The consultant shall consider procedures in FTA's *United We Ride Framework for Action and Facilitators Guide* or other suitable guidance and recommendations for assessing needs and coordinating stakeholders and groups, and develop the revised Coordinated Plan to be consistent with the Mobility Management requirements.

### Deliverable 2:

Develop a Bilingual Public Participation Plan working paper that will be provided to ICTC staff for review and comment before implementation.

## **Task 3.0 – Data Collection**

### 3.1 Existing Services

The consultant shall review the prior *2014 Coordinated Plan*, inventory and catalogue all human services and existing transportation services available within Imperial County. The inventory should include such services as fixed route transit, demand responsive service, taxi, paratransit, intra and intercity bus service, vanpool, rideshare and other services. This information is necessary to understand the extent of services provided by various operators and where gaps or duplication of services exist.

### 3.2 Common Origins and Destinations

The consultant shall identify common origins, such as the location of low-income populations, assisted living centers, group centers etc.; and common destinations such as shopping centers, medical facilities, work sites, childcare, and educational centers related to human services and coordinated transportation.

### Deliverable 3:

Develop a working paper that will be provided to ICTC staff for review and comment.

## **Task 4.0 – Data Analysis and Presentation**

Using data from Task 3 above, the Consultant will map the location of common origins and

destinations, populations in need or areas lacking in adequate services, and areas where services are duplicated or overlapping within the existing transportation framework.

Deliverable 4:

Develop a working paper that will be provided to ICTC staff for review and comment.

**Task 5.0 – Coordinated Service Plan**

5.1 Assessment of Needs

The consultant will develop a Needs Assessment Report that incorporates data developed in Task 4 in providing the following:

- An assessment of available services that identifies current providers, including public, private, and non-profit agencies.
- An assessment of transportation needs for individuals with disabilities, older adults, and people with low incomes.
- Strategies and/or activities to address the identified gaps in service and achieve efficiency in service delivery in Imperial County.
- Priorities for implementation based on resources, available funding and feasibility

5.2 Prioritize Alternatives

The consultant will develop a list of solutions and associated costs to address gaps or deficiencies in the human services coordinated transportation services provision in Imperial County. The list will take into account available resources, size and composition of the market, and the extent of existing services. The consultant will identify potential service coordination alternatives.

5.3 Preparation of Draft Coordinated Plan

The consultant will prepare the Coordinated Plan incorporating the previous sections and tasks into a final document.

Deliverable 5:

Develop and submit a report addressing the items listed in Task 5.

**Task 6: Finalize Reports and Summarize Recommendations**

In consultation with the ICTC Project Manager, combine and finalize reports produced in

previous Tasks. Make recommendations based on evaluation of findings and information collected.

Deliverable 6:

Develop and submit a Final Report addressing all the study items listed in the previous Tasks. Include an executive summary. Consolidate and summarize all recommendations. Rate recommended actions according to potential for reducing program costs, the potential impact on riders, and improving service quality.

Provide the Final Report in a PDF format and other electronic format useable by visually impaired individuals who use standard computer software programs to read digital text documents aloud.

**Task 7: Presentations**

In consultation with the ICTC Project Manager, develop presentation materials for the Final Report produced in Deliverable 7.

Deliverable 7:

Develop materials needed for making bilingual public presentations to the ICTC Social Services Transportation Advisory Committee (SSTAC), ICTC Management Committee and Commission. Develop outlines and summaries of the findings and recommendations included in the Final Report produced in Deliverable 8.

Presentation Audience and Dates (estimated):

- Social Services Transportation Advisory Council (SSTAC) March 2021  
meets on the 1<sup>st</sup> Wednesday of the month at 10:00AM
- ICTC Management Committee March 2021  
meets on the 2<sup>nd</sup> Wednesday of the month at 10:00AM
- ICTC Commission March 2021  
meets on the 4<sup>th</sup> Wednesday of the month at 6:00PM

**V. PROPOSAL REQUIREMENTS**

**A. General**

1. The proposal should be concise, well organized and demonstrate the



proposer's qualifications and experience applicable to the project. The proposal shall be limited to 40 pages (8.5 inches x 11 inches) inclusive of resumes, graphics, forms, pictures, photographs, dividers, front and back covers, cover letter, etc., but not of letters of commitment from subcontractors or DBE documentation. Type size and margins for text pages should be in keeping with accepted standard formats for desktop publishing and processing and should result in no more than five hundred (500) words per page. This page limit applies to the technical proposal and does not include the pages required for the separate cost estimate.

2. The written proposal must include a discussion of the proposer's approach to the project, a breakdown and explanation of project tasks, a proposed project schedule, an estimate of costs and documentation of the firm and consultant's qualifications for the scope of work. The cost estimate should be submitted in a separate sealed envelope.
3. The proposer will be evaluated based upon the information submitted in accordance with the evaluation criteria in Section IX, and compliance with all requirements of this RFP.

## **B. Contents**

Proposals submitted in response to this RFP shall be in the following order and shall include:

1. *Executive Summary*

Include a 1-2 page overview of the entire proposal describing the most important elements of the proposal.

2. *Identification of the Proposer and Establishment of Proposer's Fiscal Responsibility*

Please provide the following information:

- a. Legal name and address of proposer's company.
- b. Number of years proposer's company has been in business.
- c. Legal form of company (partnership, corporation, joint venture, etc.). If joint venture, identify the members of the joint venture and provide all information required within the section for each member. If a corporation, certify that the corporation is in good standing with the Secretary of State.

- d. If a company is wholly-owned subsidiary of a “parent company,” provide the legal name and form of the parent company.
- e. Address(es) of primary office(s) that will work on this project.
- f. If DBE certified, identify certifying agency, as well as gender and ethnicity.
- g. Name, title, address, email address and telephone number of the person to contact concerning the proposal.
- h. State whether the proposer has filed bankruptcy in the last ten (10) years and provide any other relevant information concerning whether the proposer is financially capable of completing this project.
- i. Provide all applicable license numbers for licenses relevant to or required for this project, the names of the holders of those licenses, and the names of the agencies issuing those licenses.

3. *Experience and Technical Competence*

Describe the proposer’s experience in completing similar consulting efforts. List three (3) successfully completed projects of a similar nature. For each completed project, provide the name of the company and project manager the proposer performed worked for, telephone numbers, type of work performed, and dollar value of the contracts. A project currently being performed may be submitted for consideration as one of these references.

4. *Proposed Method to Accomplish the Work*

Describe the proposer’s technical and management approach to the project and how the proposer will plan for and accommodate each into the project effort. Provide a proposed project schedule. Discuss how and what lines of communication will be implemented to maintain the project schedule.

5. *Knowledge and Understanding of Local Environment and Relevant Laws*

Describe the proposer’s experience working in the local environment and proposed local presence for interfacing with ICTC’s Project Manager. The environment includes, but is not limited to: cities, county and other local agencies’ regulations and policies. Describe proposer’s experience with and knowledge of relevant State and Federal laws.

6. *Project Organization and Key Personnel*

Describe proposed project organization, including identification and responsibilities of key personnel. Indicate role and responsibility of prime consultants and all subconsultants, including DBE subconsultants. If applicable, indicate how local firms are being utilized to ensure a strong understanding of State and local laws, ordinances, regulations, policies, requirements and permitting. Indicate the extent of the commitment of key personnel for the duration of the project and furnish resumes of key personnel. Provide an indication of the staffing level for the project. ICTC's evaluation of the proposal will consider the proposer's entire team; therefore, no changes in the team composition will be allowed without prior written approval of ICTC. Subconsultant letters of commitment are required.

Describe the experience of the proposer's project team in detail, including the team's project manager, and other key staff members, on projects of similar size, capacity, and dollar value. For each similar project, include the client's name and telephone number. It is ICTC's policy to interview proposer's references.

7. *ICTC's Disadvantaged Business Enterprise (DBE) Program and Discrimination Policy*

Proposers are encouraged to obtain disadvantaged business enterprise (DBE) participation on this project. **This project is not federally funded. There is no goal for this project for DBE participation.** It is ICTC policy to provide disadvantaged, minority, and women-owned business enterprises, as defined in Part 26, Title 49 CFR, an equitable opportunity to participate in all contracting opportunities. ICTC's DBE Program, which includes minority and women-owned business enterprises, is designed so that contract administration, consultant selection, and all related procurement activities are conducted without regard to race, color, religion, disability, political beliefs, age, national origin, gender, or cultural background. Accordingly, no firm or individual shall be denied the opportunity to complete for ICTC contracts by reasons so stated or implied.

ICTC requires all potential ICTC consultants to comply with Title VI and Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act, as amended, and all other applicable discrimination laws. ICTC will not tolerate illegal discrimination or harassment by its consultants.

Describe the proposer's overall plan to make contracting opportunities available to all interested and qualified firms. This includes a strategy to identify the available subcontracting resources and a willingness to make subcontracting opportunities available to such firms.

Submit a subconsultant list, if applicable, which lists any subconsultants for this project, DBE status (if applicable), scope of work, and approximate percentage of the work performed by subconsultants (as a percentage of the total award to the prime consultant). In accordance with current federal regulations, DBEs and joint ventures involving DBEs must be certified for eligibility by Caltrans, by other qualified Department of Transportation recipients or by other certifying public agencies. Documentation verifying DBE status must be submitted in the proposal for all firms (prime consultant or subconsultant) claiming such status.

All forms must be completed and submitted with the Proposal. Failure to complete this certification shall render a Proposal non-responsive to this solicitation and will result in the rejection of the Proposal.

8. *Previous Contracts with ICTC*

The proposer shall submit a list which indicates all prime contracts and/or amendments awarded to the proposer by ICTC for the last three (3) years. The list shall include a short description of the project, the project scope of work, award date, completion date, name of ICTC's assigned project manager, and contract value.

9. *Exceptions to this Request for Proposals*

The proposer shall certify whether it takes no exception(s) to this RFP, including but not limited to a sample Standard Agreement for Services (Attachment A). If the proposer does take exception(s) to any portion(s) of the RFP or contract, the specific portion(s) to which exception(s) is taken must be identified and explained. Failure to make exceptions to the RFP or contract will be deemed a waiver of any objection.

State any requested exceptions to or deviations from and alternative approaches to the requirements of this RFP. Each exception must reference the particular section/page in the RFP or Scope of Work that refers to ICTC's requirements.

Exceptions, deviations or alternative approaches to this work as suggested by the consultant may be considered during the proposal evaluation process. However ICTC has the right to refuse any or all suggestions or

alternatives approaches.

10. *Addenda to this Request for Proposals*

The proposer shall confirm in its proposal the receipt of all addenda issued to this RFP.

11. *Statement of Impartiality*

The nature of this project requires an impartial unbiased approach on the part of the consultant team. This proposal shall include a statement declaring that the consultants and subconsultants are not currently, and will not, during the performance of these services, participate in any other similar work involving a third party with interests currently in conflict or likely to be in conflict with ICTC's interests.

12. *Detailed Cost Estimate*

In a separate and sealed envelope, provide an estimate of the total direct and indirect costs to complete all tasks identified in the scope of work. A detailed cost breakdown shall be provided identifying: 1) the number of staff hours and hourly rates for each professional and administrative staff person who will be committed to this project, including fringe and overhead costs; 2) an estimate of all other direct costs, such as material and reproduction costs; and 3) an estimate of subconsultant services, if needed.

13. *References*

Provide as a minimum three (3) references for the projects cited as related experiences, and furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Consultant may also supply references from other work not cited in this section as additional related experience. These references pertain to work experience and biological information for the project staff and project manager from the consultant.

14. *Miscellaneous Appendices*

Information considered by Consultant to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed into a separate appendix section. However, Consultants are cautioned that this does not constitute an invitation to submit large amounts of extraneous materials.

### *15. Public Records Policy*

Proposals and the documents constituting any contract entered into thereafter become the exclusive property of ICTC and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). ICTC's use and disclosure of its records are governed by the Act.

Those elements in each proposal which Consultant considers to be trade secrets, as that term is defined in Civil Code Section, 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "CONFIDENTIAL", or "PROPRIETARY" by Consultant. ICTC will use its best efforts to inform Consultant of any request for disclosure of any such document. ICTC, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information Consultant considers exempt from disclosure, ICTC will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If ICTC is required to defend an action arising out of a Public Records Act request for any of the contents of a Consultant's proposal marked "Confidential" or "Proprietary", Consultant shall defend and indemnify ICTC from all liability, damages, costs, and expense, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

To insure confidentiality, Consultants are instructed to enclose all "Confidential," "Proprietary," or "Trade Secret" data in sealed envelopes, which are then included with the proposal documents. Because the proposal documents are available for review by any person after award of a contract resulting from an RFP, ICTC shall not in any way be held responsible for disclosure of any "Confidential" or "Proprietary" documents that are not contained in envelopes and prominently marked.

## **VI. SUBMITTAL REQUIREMENTS**

- A. Five copies of the proposal and one sealed copy of the cost estimate shall be submitted. Proposals submitted by facsimile or email are not acceptable and will not be considered. Proposers are encouraged to use double-sided pages.
- B. The proposal transmittal letter and any required certifications shall be signed by an individual or individuals authorized to execute legal documents on behalf of the proposer.
- C. The proposal must be addressed to and received no later than 3 P.M., local time, on August 28th, 2020 at the office of:

Mark Baza, Executive Director  
Imperial County Transportation Commission  
1503 N. Imperial Ave. Suite 104  
El Centro, CA. 92243

Postmarks will not be accepted in lieu of this requirement.

- D. Proposals are to be submitted in sealed packages with the following information clearly marked on the outside of each package.
  - 1. Name of proposer
  - 2. Project title
  - 3. Package Number (e.g., 1 of 2)
- E. Failure to comply with requirements of the RFP may result in disqualification. ICTC is not responsible for finding, correcting, or seeking clarification regarding ambiguities or errors in proposals. If a proposal is found to contain ambiguities or errors, it may receive a lower score during the evaluation process. ICTC reserves the right to disqualify a proposed detailed cost estimate with mathematical or clerical errors, inconsistencies or missing information which prevent ICTC from fully evaluating the proposal. ICTC may, but is not required to, seek clarification from a proposer regarding information in a proposal. Errors and ambiguities in proposals will be interpreted in favor of ICTC.
- F. Proposals and/or modifications received subsequent to the hour and date specified above will not be considered.

## **VII. PRE-SUBMITTAL ACTIVITIES**

### **A. Questions Concerning Request for Proposals**

A non mandatory pre-bid meeting is scheduled for 3:30PM on August 14, 2020 at the ICTC offices. All questions relating to the RFP must be received in writing via mail, facsimile, E-mail or hand delivery no later than 3 P.M. local time, on August 7, 2020 addressed to:

David Aguirre, Project Manager  
Imperial County Transportation Commission  
1503 N. Imperial Ave. Suite 104  
El Centro, CA 92243  
760-592-4494  
e-mail: DavidAguirre@imperialctc.org

**B. Revision/Addendum to the Request for Proposals**

ICTC reserves the right to revise the RFP or issue addendum prior to the date that proposals are due. Revisions and addendums to the RFP shall be posted on the Web site ([www.imperialctc.org](http://www.imperialctc.org)) for this RFP at least one full business day prior to the submittal deadline for proposals. It is the responsibility of the proposer to contact the project manager and check the Web site for any revisions related to this RFP.

**VIII. RESPONSIBILITIES OF THE ICTC**

- A. The ICTC will direct the development of the project, provide management oversight, coordinate communications and introductions, and conduct administrative arrangements.
- B. The ICTC will pay an agreed upon amount within 30 days after submittal of an invoice(s). The ICTC will retain 10% of each invoice until the completion of the project.
- C. The ICTC will not be able to provide dedicated workspace facilities i.e. office space. However, arrangements can be made to utilize conference room space.

**IX. CONSULTANT EVALUATION AND SELECTION PROCESS**

- A. ICTC will establish a consultant evaluation committee (“Committee”) for this project that will include representatives from SCAG, ICTC and its member agencies with experience and expertise in the related discipline(s).
- B. Based upon the proposals submitted, the Committee may select a short-list of qualified firms for this project. ICTC reserves the right to make final consultant selection based solely upon evaluation of the written proposals, without short-listing firms or conducting oral interviews, should it find it to be in its best interest to do so. The Committee may conduct oral interviews with the short-listed firms. The project manager must be present at the oral interview and proof of the ability to meet the bilingual requirement must be provided. Based upon the written proposal, interview, and reference scores, and other appropriate evaluation factors, the Committee will rank the qualified finalists.
- C. The Committee will recommend the top-ranked proposer to ICTC’s Executive Director who will request Commission authority to award a contract. The Commission has final authority for selection. The proposer selected will be sent a Notice of Award/Notice to Proceed.



## **X. EVALUATION CRITERIA**

**A.** Proposers will be evaluated on the following criteria according to the weights assigned below. If oral interviews are conducted, they will be worth 25 points. ICTC reserves the right to add the proposers' interview scores into the evaluation criteria or to select proposers based solely upon their written proposal.

Proposers will be evaluated on the following criteria according to the weights assigned below.

### **1. Project Technical and Related Experience [20 Points]**

Qualified consultants will have a variety of experience in performing similar transit studies with public, government, private, not-for-profit, and other agencies.

### **2. Proposed Methodology and Approach to Work [30 Points]**

Proposers must demonstrate the ability to carry out the project by meeting the proposal requirements identified. High quality, clear, and complete proposals showing proposer's understanding of the project and willingness to comply with standard contract requirements will receive higher scores in this category. While proposers are required to meet the goals and deadlines for the project as described in this RFP, proposers may receive higher scores in this category if they demonstrate innovative, advanced and/or well-thought-out methodologies that ICTC may not have specifically identified in this RFP.

### **3. Project Team / Staff Qualifications [25 Points]**

Project staff qualifications include a combination of experience, education and background in transit planning, transit operations, performance measurements, etc.

### **4. Cost or Best Value [15 Points]**

Reasonableness of the total price and competitiveness of this amount with other offers received; Adequacy of data in support of figures quoted; reasonableness of price; basis on which prices are quoted.

### **5. Completion of Response and References [10 Points]**

Completeness of response and references for similar work. ICTC's inability to obtain positive feedback on a proposer during reference checks or to confirm a proposer's history of financial responsibility may reduce that proposer's score in this category.

## **B. EVALUATION PROCEDURE**

ICTC will arrange for an Evaluation Committee to conduct proposal reviews. The Committee will be comprised of various staff from ICTC and member agencies and others with experience and expertise in related fields. ICTC may utilize a two-step selection process in that proposals deemed responsive may be contacted for oral interviews, prior to final selection.

The Evaluation Committee will determine if qualifications are met. In addition, negotiations may or may not be conducted with Consultants; therefore, the proposal submitted should contain Consultant's most favorable terms and conditions, since the selection and award may be made without discussion with any Consultant.

## **C. AWARD**

ICTC will award the contract at a public meeting of the ICTC Commission. ICTC staff will then provide the contractual agreement and notice to proceed.

## **D. NOTIFICATION OF AWARD AND DEBRIEFING**

Consultants who submit a proposal in response to this RFP shall be notified regarding Consultant who was awarded the contract. Such notification shall be made within ten (10) days of the date the contract is awarded.

# **XI. ADDITIONAL CONDITIONS**

## **A. Reservations**

This RFP does not commit ICTC to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work. ICTC may reject bids without providing the reason(s) underlying the declination. A failure to award a contract to the lowest bidder will not result in a cause of action against ICTC.

## **B. Public Records**

All proposals submitted in response to this RFP become the property of ICTC and SCAG, are public records and, as such, may be subject to public review.

**C. Right to Cancel**

ICTC reserves the right to cancel or revise, for any reason, in part or in its entirety, this RFP. If ICTC cancels the RFP prior to the deadline for proposals or revises the RFP, notification will be placed on ICTC's Web site. [www.imperialctc.org](http://www.imperialctc.org)

**D. Additional Information**

ICTC reserves the right to request additional information and/or clarification from any or all proposers to this RFP, but is under no obligation to do so.

**E. Conflict of Interest**

ICTC has established a policy concerning potential conflict of interest in program management, design and construction. This policy applies to all proposers and their proposed consultants/subconsultants. See Standard Sample Agreement for Services (Attachment A) for any additional information and any required certifications by consultants and their subconsultants.

**F. Public Information**

Consultants who wish to release information to the public regarding consultant selection, contract award or data provided by ICTC must receive prior written approval from ICTC before disclosing such information to the public.

**G. Data Collection**

Upon completion of this project, the accumulated documentation becomes the property of the ICTC. The selected consultant will turn over all data, documents, reports, graphs, maps etc. to the ICTC staff upon the delivery of the final report.,

**H. Contract for Services**

The selected consultants will be required to sign a customized version of the attached "Standard Sample Agreement for Services" (Attachment A) and to provide the insurance certificates and all other required documentation within fifteen (15) calendar days of issuance of the Notice of Intent to Award.

**I. Insurance Requirements**

The Consultant agrees to maintain in full force and effect during the term of the Agreement a public liability insurance policy with limits in the amount of \$1,000,000 which indemnifies and "additionally insures" ICTC and SCAG from all liability from loss, damage, or injury to persons or property arising from

negligence by Consultant in the performance of these services. The firm also agrees to maintain in full force and effect during the term of this agreement as follows:

<u>INSURANCE</u>	<u>MINIMUM LIMIT</u>
Professional Liability	\$1,000,000
Worker’s Compensation, Coverage A	Statutory
Employers Liability, Coverage B	\$1,000,000 each Occurrence
Comprehensive General Liability Including Contractual Liability	
Bodily Injury	\$1,000,000 each Occurrence
Property Damage	\$1,000,000 each Occurrence
Comprehensive Automobile Liability  (Owned, hired, & non-owned vehicles)	\$1,000,000 each Occurrence
Bodily Injury	\$1,000,000 each Occurrence
Property Damage	\$1,000,000 each Occurrence

- A. The Consultant shall maintain this coverage in full force and effect for the term of this agreement.
  - 1. The insurance certificates shall name ICTC, SCAG, its employees, officers and agents as an additional insured under the terms of the policy; and material changes in policies, coverage and limitations must be submitted 30 days prior to their effective date of change.
  - 2. The Consultant shall also maintain Workers Compensation Insurance covering any and all of consultant’s eligible employees and shall file a Certificate of Insurance, therefore, with ICTC. The Consultant shall also notify ICTC in writing, of any changes to or cancellation of this coverage within a minimum of 30 days prior to the effective date of change. The aforementioned certificate of insurance shall also contain contractual

liability endorsement referring to this minimum 30 days notification of change period.

## **XII. PROTESTS**

ICTC will consider all protests regarding the contracting process or the award of a contract submitted by 4:00 P.M. on the deadlines discussed below. ICTC will only review protests submitted by an actual or prospective proposer or someone else whose direct economic interest would be affected by the award of a contract or by failure to award a contract. A protest by any adversely affected person must be made in writing and must be mailed or hand delivered to ICTC. A protest which does not strictly comply with ICTC's protest procedures will be rejected.

Protests relating to the content of the RFP package must be filed within ten (10) business days after the date the RFP is made available to the public by ICTC. Protests relating to the intent to make an award solicited by an RFP must be filed within ten (10) business days of the decision to award. The date of filing shall be the date of receipt of protests by ICTC. Untimely protests will be rejected.

If deemed necessary, ICTC shall notify all proposers of record that a protest has been filed and that the award has been postponed until further notice. If necessary, proposers will be asked to extend the time for acceptance of their proposal in order to avoid the need for re-advertisement of the solicitation.

### **A. Protest Contents**

A letter of protest must set forth detailed grounds for the protest and be fully supported with technical data, documentary evidence, names of witnesses and other pertinent information related to the subject being protested. The protest must also state the law, rule, regulation or practice on which the protest is based. The protestor must demonstrate or establish a clear violation of a specific law or regulation, e.g., a violation of the Buy America requirements.

If the protestor considers that the protest contains proprietary material which should be withheld, a statement advising of this fact must be affixed to the front page of the protest document, and alleged proprietary information shall be so identified wherever it appears.

Protests shall be addressed to:

David Aguirre, Project Manager  
Imperial County Transportation Commission  
1503 N. Imperial Ave. Suite 104  
El Centro, CA 92243

**B. Reply to Protest**

An ICTC Protest Committee appointed by the Executive Director will review all protests in a timely manner and reply to the protest, in writing, within ten (10) business days. All material submitted by the protestor will be considered. Such material will not be withheld from any interested party outside of ICTC or any agency which may be involved with the contract except to the extent that the withholding of information is permitted or required by law or regulation.

**C Request for Protest Reconsideration**

Upon receipt of an adverse decision by the Executive Director of the ICTC, the protestor may file a request for protest reconsideration. A request for protest reconsideration must be directed to the Executive Director in writing and received within ten (10) full business days from the postmark date of the reply from ICTC.

The Executive Director will respond to the request for protest reconsideration within ten (10) full business days and schedule a review with the Commission. The decision of the Commission will be final. No further protests will be heard by ICTC.

**D. State Appeal Process**

Under certain limited circumstances, and after the protester has exhausted all administrative protest remedies made available at the local level, an interested party may protest to the California Department of Transportation (Department) the award of a contract pursuant to a Federal Transit Administration (FTA) grant.

Department review of any protest will be limited to:

1. Local agency's failure to have or follow its own protest procedures or its failure to review a complaint or protest.
2. Violations of the Federal or State law or regulations.

The protest filed with Department shall include:

1. The name and address of the protester.
2. Clear identification of the local agency responsible for the RFP process.
3. A statement of the grounds for protest and any supporting documentation (the grounds for protest filed with Department must be fully supported to the extent feasible. Additional materials in support of an initial protest will only be considered if authorized by the FTA regulations).

4. A copy of the protest filed with the local agency, and a copy of local agency's decision, if any.
5. Indication of the desired ruling or relief from Department.

Such support should be sent to:

The California Department of Transportation  
Division of Mass Transportation  
P.O. Box 942874 - MS 39  
Sacramento, CA 942874-0001

ATTACHMENT A- STANDARD SAMPLE  
AGREEMENT FOR SERVICES



1 **AGREEMENT FOR SERVICES**

2  
3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this \_\_\_\_\_ day  
4 of \_\_\_\_\_, 2020, is by and between the **IMPERIAL COUNTY TRANSPORTATION**  
5 **COMMISSION** (“ICTC”) and [business name] [business type] (“CONSULTANT”) (individually,  
6 “Party;” collectively, “Parties”).

7 **WITNESSETH**

8 **WHEREAS**, ICTC desires to retain a qualified individual, firm or business entity to provide  
9 professional services for [specify services] (“the Project”); and

10 **WHEREAS**, ICTC desires to engage CONSULTANT to provide services by reason of its  
11 qualifications and experience for performing such services, and CONSULTANT has offered to provide the  
12 required services for the Project on the terms and in the manner set forth herein.

13 **NOW, THEREFORE**, ICTC and CONSULTANT have and hereby agree to the following:

14 1. **DEFINITIONS.**

15 1.1. “RFP” shall mean ICTC’s request for proposals entitled “Imperial County Transportation  
16 Commission (ICTC) [name of RFP]” dated [date]. The RFP is attached as **Exhibit “A”** and incorporated  
17 herein by this reference.

18 1.2. “Proposal” shall mean CONSULTANT’s proposal entitled “Proposal to Provide: [name of  
19 proposal]” dated [date]. The Proposal is attached as **Exhibit “B”** and incorporated herein by this reference.

20 2. **CONTRACT COORDINATION.**

21 CONSULTANT shall assign a single Contract Manager to have overall responsibility for the  
22 progress and execution of this Agreement. [name of manager] is hereby designated as the Contract  
23 Manager for CONSULTANT. Should circumstances or conditions subsequent to the execution of this  
24 Agreement require a substitute Contract Manager for any reason, the Contract Manager’s designee shall be  
25 subject to the prior written acceptance and approval of ICTC.

26 ///

27 ///

28 ///

1 3. DESCRIPTION OF WORK.

2 3.1. CONSULTANT shall provide all materials and labor to perform this Agreement. In the  
3 event of a conflict among this Agreement, the RFP and the Proposal, the RFP shall take precedence over the  
4 Proposal and this Agreement shall take precedence over both.

5 3.2. CONSULTANT shall perform additional or extra work if required, utilizing the per hour  
6 rate set forth in Exhibit "B".

7 4. WORK TO BE PERFORMED BY CONSULTANT.

8 4.1. CONSULTANT shall comply with all terms, conditions and requirements of the RFP,  
9 Proposal and this Agreement.

10 4.2. CONSULTANT shall perform such other tasks as necessary and proper for the full  
11 performance of the obligations assumed by CONSULTANT hereunder.

12 4.3. CONSULTANT shall:

13 4.3.1. Procure all permits and licenses, pay all charges and fees, and give all notices that  
14 may be necessary and incidental to the due and lawful prosecution of the services to be performed  
15 by CONSULTANT pursuant to this Agreement;

16 4.3.2. Use the standard of care usual to CONSULTANT's profession to keep itself fully  
17 informed of all applicable existing and proposed federal, state and local laws, ordinances,  
18 regulations, orders and decrees which may affect those engaged or employed under this Agreement,  
19 any materials used in CONSULTANT's performance under this Agreement or the conduct of the  
20 services under this Agreement;

21 4.3.3. At all times observe and comply with, and cause all of its employees to observe and  
22 comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

23 4.3.4. Immediately report to ICTC in writing any discrepancy or inconsistency it discovers  
24 in said laws, ordinances, regulations, orders and decrees mentioned above in relation to any plans,  
25 drawings, specifications or provisions of this Agreement.

26 4.4. Any videotape, reports, information, data or other material given to, or prepared or  
27 assembled by, CONSULTANT pursuant to this Agreement shall be the property of ICTC and shall not be  
28 made available to any individual or organization by CONSULTANT without the prior written approval of

1 ICTC. The preceding restriction shall not apply to information which is in the public domain, was  
2 previously known to CONSULTANT, was acquired by CONSULTANT from others who have no  
3 confidential relationship to ICTC with respect to same, or which through no fault of CONSULTANT  
4 comes into the public domain. CONSULTANT shall not be restricted from releasing information,  
5 including confidential information, in response to a subpoena, court order, or other legal process.  
6 CONSULTANT shall not be required to resist such subpoena, court order, or legal process, but shall  
7 promptly notify ICTC in writing of the demand for information before responding to such demand.

8 5. REPRESENTATIONS BY CONSULTANT.

9 5.1. CONSULTANT understands and agrees that ICTC has limited knowledge in the multiple  
10 areas specified in the Proposal. CONSULTANT has represented itself to have experience in these fields  
11 and understands that ICTC is relying upon such representation.

12 5.2. Subject to 5.2.1, CONSULTANT represents and warrants that it is a lawful entity  
13 possessing all required licenses and authorities to do business in the State of California and perform all  
14 aspects of this Agreement.

15 5.2.1. CONSULTANT shall not commence any work pursuant to this Agreement or  
16 provide any other services, or materials, in connection therewith until CONSULTANT has received  
17 written authorization from ICTC to do so.

18 5.3. CONSULTANT represents and warrants that the people executing this Agreement on behalf  
19 of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind  
20 CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.

21 5.4. CONSULTANT represents and warrants that any employee, contractor and/or agent who  
22 will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses  
23 and authorities, as well as the experience and training, to perform such tasks.

24 5.5. CONSULTANT represents and warrants that the allegations contained in the Proposal are  
25 true and correct.

26 5.6. CONSULTANT understands that ICTC considers the representations made herein to be  
27 material and would not enter into this Agreement with CONSULTANT if such representations were not  
28 made.

1 6. COMPENSATION.

2 The total compensation payable under this Agreement shall not exceed [ ] dollars (\$[ ]) unless  
3 otherwise previously agreed to by ICTC.

4 7. PAYMENT.

5 CONSULTANT will bill ICTC on a time and material basis upon completion of the project or as set  
6 forth in the cost schedule attached hereto as **Exhibit "C"**. ICTC shall pay CONSULTANT for completed  
7 and approved services upon presentation of its itemized billing. Notwithstanding the foregoing, ICTC shall  
8 retain 10% of the total compensation until the work to be performed has been completed in accordance with  
9 this Agreement, as determined by ICTC, and payment in full of all subcontractors of CONSULTANT.

10 8. METHOD OF PAYMENT.

11 8.1 CONSULTANT shall at any time prior to the 15th day of any month, submit to ICTC a  
12 written claim for compensation for services performed. The claim shall be in a format approved by ICTC.  
13 CONSULTANT may expect to receive payment within a reasonable time thereafter and in any event in the  
14 normal course of business within thirty (30) days after the claim is submitted.

15 9. TERM AND TIME FOR COMPLETION OF THE WORK.

16 9.1. This Agreement shall commence on the date first written above and shall remain in effect  
17 through completion of the Project unless otherwise terminated as provided herein.

18 9.2. Program scheduling shall be as described in Exhibit "A" unless revisions to Exhibit "A" are  
19 approved by both ICTC and CONSULTANT's Contract Manager. Time extensions may be allowed for  
20 delays caused by ICTC, other governmental agencies, or factors not directly brought about by the  
21 negligence or lack of due care on the part of CONSULTANT.

22 10. SUSPENSION OF AGREEMENT.

23 ICTC shall have the authority to suspend this Agreement, wholly or in part, for such period as  
24 deemed necessary due to unfavorable conditions or to the failure on the part of CONSULTANT to perform  
25 any provision of this Agreement. CONSULTANT will be paid the compensation due and payable to the  
26 date of suspension.

27 11. SUSPENSION AND/OR TERMINATION.

28 11.1. ICTC retains the right to terminate this Agreement for any reason by notifying

1 CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and  
2 payable to the date of termination; provided, however, if this Agreement is terminated for fault of  
3 CONSULTANT, ICTC shall be obligated to compensate CONSULTANT only for that portion of  
4 CONSULTANT's services which have been performed in accordance with the terms and conditions of this  
5 Agreement. Said compensation is to be arrived at by mutual agreement between ICTC and  
6 CONSULTANT; should the Parties fail to agree on said compensation, an independent arbitrator shall be  
7 appointed and the decision of the arbitrator shall be binding upon the Parties.

8 11.2. Upon such termination, CONSULTANT shall immediately turn over to ICTC any and all  
9 copies of videotapes, studies, sketches, drawings, computations and other data, whether or not completed,  
10 prepared by CONSULTANT in connection with this Agreement. Such materials shall become the  
11 permanent property of ICTC.

12 12. INSPECTION.

13 CONSULTANT shall furnish ICTC with every reasonable opportunity for ICTC to ascertain that  
14 the services of CONSULTANT are being performed in accordance with the requirements and intentions of  
15 this Agreement. All work done and materials furnished, if any, shall be subject to ICTC's inspection and  
16 approval. The inspection of such work shall not relieve CONSULTANT of any of its obligations to fulfill  
17 its Agreement as prescribed.

18 13. OWNERSHIP OF MATERIALS.

19 All original drawings, videotapes and other materials prepared by or in possession of  
20 CONSULTANT pursuant to this Agreement shall become the permanent property of ICTC and shall be  
21 delivered to ICTC upon demand.

22 14. INTEREST OF CONSULTANT.

23 14.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any  
24 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the  
25 performance of the services hereunder.

26 14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or  
27 person having such an interest shall be employed.

28

1           14.3. CONSULTANT certifies that no one who has or will have any financial interest pursuant to  
2 this Agreement is an officer or employee of ICTC.

3 15. INDEMNIFICATION.

4           A. Indemnity for Professional Services. To the furthest extent allowed by law, Consultant  
5 shall indemnify, hold harmless and defend ICTC and its members, board members, officers, officials,  
6 employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and  
7 damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at  
8 any time and property damage), and from any and all claims, demands and actions in law or equity  
9 (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the  
10 negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents  
11 or volunteers in the performance of professional services under this Agreement.

12           B. Other Indemnities. Other than in the performance of professional services, and to the  
13 fullest extent allowed by law, Consultant shall indemnify, hold harmless and defend ICTC and its  
14 members, board members, officers, officials, employees, agents and volunteers from any and all loss,  
15 liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability,  
16 including but not limited to personal injury, death at any time and property damage), and from any and  
17 all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation  
18 expenses) arising or alleged to have arisen directly or indirectly out of performance of this Agreement.  
19 Consultant's obligations under the preceding sentence shall apply regardless of whether ICTC or any of  
20 its members, board members, officers, officials, employees, agents or volunteers are negligent, but shall  
21 not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross  
22 negligence, or caused by the willful misconduct, of ICTC, or any of its members, board members,  
23 officers, officials, employees, agents or volunteers.

24           C. If Consultant should subcontract all or any portion of the services to be performed under  
25 this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend  
26 ICTC and its members, board members, officers, officials, employees, agents and volunteers in  
27 accordance with the terms of the preceding paragraphs.

28           D. This section shall survive termination or expiration of this Agreement.

1 16. INDEPENDENT CONTRACTOR.

2 In all situations and circumstances arising out of the terms and conditions of this Agreement,  
3 CONSULTANT is an independent contractor, and as an independent contractor, the following shall  
4 apply:

5 16.1. CONSULTANT is not an employee or agent of ICTC and is only responsible for the  
6 requirements and results specified by this Agreement or any other agreement.

7 16.2. CONSULTANT shall be responsible to ICTC only for the requirements and results  
8 specified by this Agreement and except as specifically provided in this Agreement, shall not be subject  
9 to ICTC's control with respect to the physical actions or activities of CONSULTANT in fulfillment of  
10 the requirements of this Agreement.

11 16.3. CONSULTANT is not, and shall not be, entitled to receive from, or through, ICTC, and  
12 ICTC shall not provide, or be obligated to provide, CONSULTANT with Worker's Compensation  
13 coverage or any other type of employment or worker insurance or benefit coverage required or provided  
14 by any Federal, State or local law or regulation for, or normally afforded to, an employee of ICTC.

15 16.4. CONSULTANT shall not be entitled to have ICTC withhold or pay, and ICTC shall not  
16 withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social Security Old Age  
17 Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability  
18 program required or provided by any Federal, State or local law or regulation.

19 16.5. CONSULTANT shall not be entitled to participate in, or receive any benefit from, or  
20 make any claim against any ICTC fringe program, including, but not limited to, ICTC's pension plan,  
21 medical and health care plan, dental plan, life insurance plan, or any other type of benefit program, plan,  
22 or coverage designated for, provided to, or offered to ICTC's employee.

23 16.6. ICTC shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or local  
24 tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

25 16.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent  
26 and conduct itself as an independent contractor, not as an employee of ICTC.

27 16.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind  
28 or obligate ICTC in any way without the written consent of ICTC.

1 17. INSURANCE.

2 Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and  
3 effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by  
4 the California Insurance Commissioner to do business in the State of California and rated not less than  
5 "A- VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by ICTC's Executive  
6 Director or his/her designee at any time and in his/her sole discretion. The following policies of  
7 insurance are required:

8 (i) **COMMERCIAL GENERAL LIABILITY** insurance which shall be at least as broad as the  
9 most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form  
10 CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising  
11 injury" with coverage for premises and operations (including the use of owned and non-owned  
12 equipment), products and completed operations, and contractual liability (including, without limitation,  
13 indemnity obligations under the Agreement) with limits of liability of not less than the following:

14 \$2,000,000 per occurrence for bodily injury and property damage

15 \$1,000,000 per occurrence for personal and advertising injury

16 \$4,000,000 aggregate for products and completed operations

17 \$4,000,000 general aggregate

18 (ii) **COMMERCIAL AUTOMOBILE LIABILITY** insurance which shall be at least as broad as  
19 the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01,  
20 and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code  
21 1 - Any Auto) with limits of liability of not less than \$2,000,000 per accident for bodily injury and  
22 property damage.

23 (iii) **WORKERS' COMPENSATION** insurance as required under the California Labor Code.

24 (iv) **EMPLOYERS' LIABILITY** insurance with limits of liability of not less than \$1,000,000  
25 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

26 (v) **PROFESSIONAL LIABILITY (Errors and Omissions)** insurance appropriate to  
27 Consultant's profession, with limits of liability of \$2,000,000 per claim/occurrence and \$2,000,000  
28 policy aggregate.



1 In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the  
2 minimum limits of insurance set forth above, this insurance policy(ies) shall “follow form” and afford  
3 no less coverage than the primary insurance policy(ies).

4 Consultant shall be responsible for payment of any deductibles contained in any insurance policies  
5 required hereunder and Consultant shall also be responsible for payment of any self-insured retentions.  
6 Any deductibles or self-insured retentions must be declared to, and approved by, the ICTC’s Executive  
7 Director or his/her designee in his/her sole discretion. At the option of the ICTC’s Executive Director or  
8 his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured  
9 retentions as respects ICTC, its members, board members, officers, officials, employees and agents; or  
10 (ii) Consultant shall provide a financial guarantee, satisfactory to the ICTC’s Executive Director or  
11 his/her designee in his/her sole discretion, guaranteeing payment of losses and related investigations,  
12 claim administration and defense expenses. At no time shall ICTC be responsible for the payment of  
13 any deductibles or self-insured retentions.

14 All policies of insurance required hereunder shall be endorsed to provide that the coverage shall  
15 not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written  
16 notice has been given to ICTC. Upon issuance by the insurer, broker, or agent of a notice of  
17 cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish ICTC with a  
18 new certificate and applicable endorsements for such policy(ies). In the event any policy is due to  
19 expire during the work to be performed for ICTC, Consultant shall provide a new certificate, and  
20 applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the  
21 expiration date of the expiring policy.

22 The General Liability and Automobile Liability insurance policies shall be written on an  
23 occurrence form. The General Liability (including ongoing operations and completed operations) and  
24 Automobile Liability insurance policies shall name ICTC, its members, board members, officers,  
25 officials, employees and agents as an additional insured. All such policies of insurance shall be  
26 endorsed so Consultant’s insurance shall be primary and no contribution shall be required of ICTC, its  
27 members, board members, officers, officials, employees, agents or volunteers. The coverage(s) shall  
28 contain no special limitations on the scope of protection afforded to ICTC, its members, board members,

1 officers, officials, employees and agents. The Workers' Compensation insurance policy shall contain a  
2 waiver of subrogation as to ICTC, its members, board members, officers, employees, agents and  
3 volunteers. Should Consultant maintain insurance with broader coverage and/or limits of liability  
4 greater than those shown above, ICTC requires and shall be entitled to the broader coverage and/or the  
5 higher limits of liability maintained by Consultant. Any available insurance proceeds in excess of the  
6 specified minimum limits of insurance and coverage shall be available to ICTC.

7 If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made  
8 coverage form:

9 (i) The retroactive date must be shown, and must be before the effective date of this Agreement  
10 or the commencement of work by Consultant.

11 (ii) Insurance must be maintained and evidence of insurance must be provided for at least 5  
12 years after completion of the work or termination of the Agreement, whichever first occurs.

13 (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy  
14 form with a retroactive date prior to the effective date of the Agreement, or work commencement date,  
15 Consultant must purchase extended reporting period coverage for a minimum of 5 years after  
16 completion of the work or termination of the Agreement, whichever first occurs.

17 (iv) A copy of the claims reporting requirements must be submitted to ICTC for review.

18 (v) These requirements shall survive expiration or termination of the Agreement.

19 Consultant shall furnish ICTC with all certificate(s) and applicable endorsements effecting  
20 coverage required hereunder. **All certificates and applicable endorsements are to be received and**  
21 **approved by ICTC's Executive Director or his/her designee in his/her sole discretion prior to**  
22 **ICTC's execution of the AGREEMENT and before work commences.** Upon request of ICTC,  
23 Consultant shall immediately furnish ICTC with a complete copy of any insurance policy required under  
24 this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and  
25 correct copy of the original policy. This requirement shall survive expiration or termination of this  
26 Agreement.

27 If at any time during the life of the Agreement or any extension, Consultant or any of its sub-  
28 Consultants fail to maintain any required insurance in full force and effect, all work under this

1 Agreement shall be discontinued immediately, until notice is received by ICTC that the required  
2 insurance has been restored to full force and effect and that the premiums therefore have been paid for a  
3 period satisfactory to ICTC. Any failure to maintain the required insurance shall be sufficient cause for  
4 ICTC to terminate this Agreement. No action taken by ICTC hereunder shall in any way relieve  
5 Consultant of its responsibilities under this Agreement.

6 The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the  
7 liability of Consultant, including, without limitation, liability under the indemnity provisions of this  
8 Agreement. The duty to indemnify ICTC shall apply to all claims and liability regardless of whether any  
9 insurance policies are applicable. The policy limits do not act as a limitation upon the policy limits do  
10 not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or  
11 purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the  
12 liability of Consultant, its principals, officers, agents, employees, persons under the supervision of  
13 Consultant, vendors, suppliers, invitees, sub-Consultants, or anyone employed directly or indirectly by  
14 any of them.

15 If Consultant should subcontract all or any portion of the services to be performed under this  
16 Agreement, Consultant shall require each sub-Consultant to provide insurance protection in favor of  
17 ICTC, its members, board members, officers, officials, employees, agents and volunteers in accordance  
18 with the terms of each of the preceding paragraphs, except that the sub-Consultant's certificates and  
19 endorsements shall be on file with Consultant and ICTC prior to the commencement of any work by the  
20 sub-Consultant.

21 18. ASSIGNMENT.

22 Neither this Agreement nor any duties or obligations hereunder shall be assignable by  
23 CONSULTANT without the prior written consent of ICTC. CONSULTANT may employ other  
24 specialists to perform services as required with prior approval by ICTC.

25 19. NON-DISCRIMINATION.

26 During the performance of this Agreement, CONSULTANT shall not unlawfully discriminate  
27 against any employee or applicant for employment or employee of ICTC or member of the public  
28 because of race, religion, color, national status, age, or sex. CONSULTANT shall ensure that the

1 evaluation and treatment of its employees and applicants for employment and employees and members  
2 of the public are free of such discrimination. CONSULTANT shall comply with all provisions of the  
3 Fair Employment and Housing Act (Government Code §12900, *et seq.*). The applicable regulations of  
4 the Fair Employment Housing Commission implementing Government Code §12900 set forth in  
5 Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this  
6 Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall abide by the  
7 Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and  
8 regulations issued pursuant to said Act. CONSULTANT shall also abide by the American Disabilities  
9 Act and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.  
10 CONSULTANT shall give written notice of its obligations under this clause to labor organizations with  
11 which it has a collective bargain or other agreement. CONSULTANT shall include the non-  
12 discrimination and compliance provision of this paragraph in all subcontracts to perform work pursuant  
13 to this Agreement.

14 20. NOTICES AND REPORTS.

15 20.1. All notices and reports pursuant to this Agreement shall be in writing and may be given  
16 by personal delivery or by mailing by certified mail, addressed as follows:

17 **ICTC**

**CONSULTANT**

18 Attn: Executive Director  
19 Imperial County Transportation Commission  
20 1503 N. Imperial Ave., Ste 104  
21 El Centro, CA 92243

Attn: Project Manager

22 20.2. All notices and reports pursuant to this Agreement may be given by personal delivery or  
23 by mailing by certified mail at such other address as either Party may designate in a notice to the other  
24 Party given in such manner.

25 20.3. Any notice given by mail shall be considered given when deposited in the United States  
26 Mail, postage prepaid, addressed as provided herein.

27 ///

28 ///

///

1 21. ENTIRE AGREEMENT.

2 This Agreement contains the entire agreement between ICTC and CONSULTANT relating to the  
3 transactions contemplated hereby and supersedes all prior or contemporaneous agreements,  
4 understandings, provisions, negotiations, representations, or statements, either written or oral.

5 22. MODIFICATION.

6 No modification, waiver, amendment, discharge, or change of this Agreement shall be valid  
7 unless the same is in writing and signed by both parties.

8 23. PARTIAL INVALIDITY.

9 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid,  
10 void, or unenforceable, the remaining provisions will nevertheless continue in full force without being  
11 impaired or invalidated in any way.

12 24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

13 As used in this Agreement and whenever required by the context thereof, each number, both  
14 singular and plural, shall include all numbers, and each gender shall include a gender. CONSULTANT  
15 as used in this Agreement or in any other document referred to in or made a part of this Agreement shall  
16 likewise include both singular and the plural, a corporation, a partnership, individual, firm or person  
17 acting in any fiduciary capacity as executor, administrator, trustee or in any other representative capacity  
18 or any other entity. All covenants herein contained on the part of CONSULTANT shall be joint and  
19 several if more than one person, firm or entity executes the Agreement.

20 25. WAIVER.

21 No waiver of any breach or of any of the covenants or conditions of this Agreement shall be  
22 construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of  
23 the same or any other covenant or condition.

24 26. CHOICE OF LAW.

25 This Agreement shall be governed by the laws of the State of California. This Agreement is  
26 made and entered into in Imperial County, California. Any action brought by either Party with respect  
27 to this Agreement shall be brought in a court of competent jurisdiction within said County.

28 ///

1 27. ATTORNEY'S FEES.

2 If either Party herein brings an action to enforce the terms thereof or declare rights hereunder,  
3 each Party in any such action, on trial or appeal, shall bear its own attorney's fees and costs.

4 28. AUTHORITY.

5 Each individual executing this Agreement on behalf of CONSULTANT represents and warrants  
6 that:

7 28.1. He/She is duly authorized to execute and deliver this Agreement on behalf of  
8 CONSULTANT;

9 28.2. Such execution and delivery is in accordance with the terms of the Articles of  
10 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

11 28.3. This Agreement is binding upon CONSULTANT accordance with its terms.

12 29. COUNTERPARTS.

13 This Agreement may be executed in counterparts.

14 30. REVIEW OF AGREEMENT TERMS.

15 This Agreement has been reviewed and revised by legal counsel for both ICTC and  
16 CONSULTANT, and no presumption or rule that ambiguities shall be construed against the drafting  
17 Party shall apply to the interpretation or enforcement of the same or any subsequent amendments  
18 thereto.

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1           **IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year first  
2 above written.

3 **IMPERIAL COUNTY TRANSPORTATION COMMISSION:**

4  
5 \_\_\_\_\_  
6 Chair

7 **ATTEST:**

8  
9 \_\_\_\_\_  
10 Secretary to the Commission

11 **CONSULTANT:**

12  
13 By: \_\_\_\_\_

14  
15 **APPROVED AS TO FORM:**

16 **COUNTY COUNSEL**

17  
18 By: \_\_\_\_\_  
19 Deputy County Counsel

ATTACHMENT B- SAMPLE PROPOSAL  
EVALUATION FORM



# PROPOSAL EVALUATION FORM

SAMPLE

DATE: \_\_\_\_\_

EVALUATOR: \_\_\_\_\_

RESPONDENT: \_\_\_\_\_

PROJECT: \_\_\_\_\_

<b>CRITERIA</b>	<b>MAXIMUM POINTS</b>	<b>SCORE</b>
A. Project Technical Experience	20 Points	
B. Proposed Methodology and Approach to Work	30 Points	
C. Project Team and Staff Qualifications	25 Points	
D. Price and Best Value	15 Points	
D. Completeness of the Response and References	10 Points	

**TOTAL SCORE:** \_\_\_\_\_

Comments: