

MARCH 2021

Imperial County Transportation Commission (ICTC)

Request for Proposals for Transit Operator Fiscal Reporting



Mark Baza, Executive Director
1503 N. Imperial Ave. Suite
104
El Centro Ca. 92243

Phone: 760-592-4494
Fax: 760-592-4410
E-mail:
davidaguirre@imperialctc.org

THE IMPERIAL COUNTY TRANSPORTATION COMMISSION

Request for Proposals For FISCAL REPORTING SERVICES FOR TRANSIT OPERATORS

I. INTRODUCTION

The Imperial County Transportation Commission (ICTC) is seeking proposals from qualified certified public accountant (CPA) individuals or firms, for professional fiscal reporting services. This Request for Proposal (RFP) describes the project, the required scope of services, the Auditor selection process, and the minimum information that must be included in the proposal.

ICTC desires to acquire auditor services for a three-year contract with two one-year extension options. This contract could cover specific fiscal and compliance reporting for the FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24 and FY 2024-25 years.

II. GENERAL BACKGROUND

ICTC is the sub-regional transportat planning and regional transit agency for the Imperial Valley region. The ICTC was created in 2010 pursuant to State SB 607. ICTC is an independent agency governed by a Commission composed of City council members and county supervisors from each of the region's eight (8) local governments and the Imperial Irrigation District (IID). Membership includes the cities of Brawley, Calipatria, Calexico, El Centro, Holtville, Imperial, Westmorland, the County of Imperial and the IID.

ICTC builds consensus, makes strategic plans, obtains and allocates resources, and provides information on a broad range of topics pertinent to the Imperial Valley region's transportation services and infrastructure. ICTC also directly administers and manages several public transit services through contracts with for-profit and nonprofit companies.

III. PROJECT SUMMARY

A. Project Background

The ICTC operates as an independent agency; however, all ICTC funds except the cash fares are on deposit within the County of Imperial or a commercial bank account. Communications and interaction must be established by the auditor with ICTC staff, as well as, transit operator staff and if deemed necessary, the staff of the County Auditor Controller's office.

The ICTC is responsible for acquiring and utilizing directly or allocating monies to vendors for contracted public transit services. These funds include but are not limited to; Federal Transit Administration (FTA) Section 5304, 5307, 5309 and 5311 funds, the State Transportation Development Act (TDA) and the State Transit Assistance Fund (STA). These vendors are therefore responsible for the proper use of these funds. In addition, the transit vendors must

collect cash fares or other fare media and must ensure proper and safe cash handling procedures are in place. The primary objectives of the financial report will be to report on the fiscal accountability, compliance and fiduciary capacity of the transit contractors.

Farebox ratio requirements are in effect for TDA funded projects, which must be reported.

Reports from prior years are available upon request. However, there are several changes in the scope of work to be requested in these future reports. A negotiated “Agreed Upon Procedures” format for the work is acceptable in addition to the contract agreement.

B. Fee Estimate Range

The estimate of the fee range for the completion of the project annually is \$45,000. The budget is established in the annual ICTC Overall Work Plan and Budget (OWP).

C. Payment

The selected Auditor 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 annually.

IV. SCOPE OF REQUIRED SERVICES

A. Project Description

The ICTC requires the transit operators to undergo an annual fiscal reporting process, based upon agreed upon procedures. ICTC reimburses the transit contractors for costs under an agreed upon “cost per hour” basis through contracts. The selected audit firm will be responsible for ascertaining if the transit operations under contract are using sound business practices including:

- 1) on-site visits and testing the financial data, reporting and invoicing process of the various transit operations annually
- 2) reviewing the transit operator annual budget development process annually
- 3) in person observation/monitoring of the cash handling procedures annually
- 4) contract pricing is based on a cost per hour, based on a total number of expected annual service hours. Therefore, in person sampling of the daily routes and daily operating schedule to determine actual hours versus invoiced revenue hours annually
- 5) a review of the spare parts and tools inventory process to determine evidence of pilferage or other losses, as well as, improper usages.
- 6) a review of the fuel delivery invoices to determine evidence of losses or improper usages.

The selected audit firm is not responsible for reviewing operational activities that do not have a direct impact on the contract pricing i.e. maintenance service data or other passenger records.

Additional reimbursement that may become necessary for additional work required by a local, state or federal agency during the time period of this contract, will be renegotiated based on a

cost per hour that must be identified in the proposal specifically for additional work.

The procedures selected to verify information are a matter of professional judgment on the part of the auditor. However, the auditor should be satisfied that the information reviewed is accurate in all material respects. All material errors, fraud or illegal acts noted in the course of this reporting must be brought to the attention of ICTC staff. ICTC staff will determine if additional work is required under this fiscal reporting process or a subsequent project.

The proposal should indicate the work plan, procedures and methodology recommended for this reporting process. The following is provided as an example of the review that should be completed:

1. Review documents provided by the ICTC and the transit operator to verify that expenditures and fare revenue amounts reported to the ICTC are presented fairly and accurately.
2. Select three months of expense reports annually and review as a test procedure for all receipts and invoices.
3. Review three months of fuel expenditures report annually and note if figures exceed escalators stated in the contract.
4. Review three days of fare collection reports for each of three separate months annually (nine events)
5. Observe the cash handling process in the first person at a minimum of once per transit contract. Test compliance with internal policies.
6. Calculate service hours from published schedules and compare to the contract and then to actual service hours billed (route/schedule audit)

The specific operators and locations are identified as follows. Please note that public agency contracts undergo competitive bids, and operators including staff, locations, and internal procedures may change during the course of this contract. The specific operators and contracted services effective for the FY 2020-21 reporting period included:

1. First Transit, Inc
Mr. Cesar Sanchez, General Manager 760-482-2900
 - a. Imperial Valley Transit
 - b. Imperial Valley Transit – Blue, Green and Gold Lines
 - c. IVT Access
 - d. IVT RIDE
 - e. IVT MedTrans

The draft reports will be delivered to the Executive Director or his designee for review and comment by approximately January 13th of each year. The final fiscal reports will be due by March of each year.

B. Estimated Project Schedule

ICTC anticipates the process for selecting an audit firm and awarding the contract will be according to the following schedule:

PROJECT SCHEDULE

A.	Advertise and Issue RFP	March 1, 2021
B.	Last Day to Submit Questions Regarding RFP	March 12, 2021
C.	Non mandatory Prebid (teleconference available)	March 19, 2021
D.	Proposal Due Date	April 2, 2021
E.	Proposal Ranking and Staff Recommendation (non-public opening)	Week of April 5, 2021
F.	Oral Interviews (if utilized)	Week of April 5, 2021
G.	Selection and Notification of Award	April 2021 (estimate)
H.	Contract Negotiations Complete	April 2021 (estimate)
I.	Approval of Contract	April 2021 (estimate)
J.	Notice of Award/Notice to Proceed	April 2021 (estimate)
K.	Completed Initial Draft Report for Staff review (2025, 2026)	February (2022, 2023, 2024, 2025, 2026)
L.	Delivery of Final Report	March (2022, 2023, 2024, 2025, 2026)

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 100 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. 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.
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 Auditor’s qualifications for the scope of work. The cost estimate should be submitted in a separate sealed envelope clearly labeled as the pricing proposal.
3. The proposer will be evaluated based upon the information submitted in accordance with the evaluation criteria, 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 the proposer's company.
- b. The number of years' proposer's company has been in business.
- c. The legal form of company (partnership, corporation, joint venture, etc.). If a 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 a 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. Name, title, address, email address and telephone number of the person to contact concerning the proposal.
- g. 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.
- h. Provide all applicable license numbers for only license 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 work 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 Coordinator. The environment includes, but is not limited to: cities, county, and other local agencies' regulations and policies. Describe the proposer's experience with and knowledge of relevant State and Federal laws.

6. *Project Organization and Key Personnel*

a. Describe the proposed project organization, including the identification and responsibilities of key personnel. Indicate the role and responsibility of prime Auditors and all sub-consultants if any. Indicate how firms are being utilized to ensure a strong understanding of federal, State and local laws, ordinances, regulations, policies, and requirements. Indicate the extent of the commitment of key personnel for the duration of the project and furnish the 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 the prior written approval of ICTC. Subconsultant letters of commitment are required.

b. 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, including the client's name and telephone

number. It is ICTC's policy to interview the proposer's references.

7. *Previous Contracts with ICTC*

The proposer shall submit a list that 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.

8. *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. Exceptions may be considered during the proposal evaluation process, but the ICTC is not obligated to accept or approve any exceptions.

9. *Addenda to this Request for Proposals*

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

10. *Statement of Impartiality*

The nature of this project requires an impartial unbiased approach on the part of the Auditor team. This proposal shall include a statement declaring that the Auditors and sub-consultants 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.

11. *Detailed Cost Estimate*

In a separate sealed envelope, provide an estimate of the total direct and indirect costs to complete all tasks identified in the scope of work with a detailed cost breakdown. The format or appearance of the price proposal is left to the discretion of the Proposer, but must identify:

- a. 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
- b. an estimate of all other direct and indirect costs, such as material and reproduction costs.

c. an estimate of sub-consultant services, if needed.

VI. SUBMITTAL REQUIREMENTS

- A. Proposals shall be submitted in two (2) sealed packages. Each package shall be clearly marked and indicating which Request for Proposal the response pertains to. The proposal shall be held in confidence until the award of the contract. At that time it becomes a matter of public record. The individual price proposal sheet shall be retained as “proprietary” and “confidential”, if so marked.
1. Provider shall submit package No. 1 with one (1) original and four (4) copies each marked “ICTC Transit Operator Fiscal Reports Technical Proposal.” The package shall bear the Provider’s name and address.
 2. Provider shall submit package No. 2 with one (1) original and four (4) copies in a sealed envelope marked “ICTC Transit Operator Fiscal Reports Cost/Price Proposal.” The envelope shall bear the Provider’s name and address.
- 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 pacific time, on April 2, 2021, at the offices of:
- Mark Baza, Executive Director
Imperial County Transportation Commission
1503 N. Imperial Ave. Suite 104
El Centro, CA. 92243
- 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 the 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 that 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 pre-bid meeting is scheduled for 9:00 AM on March 19, 2021. Attendance is not mandatory. All questions relating to the RFP must be received in writing via mail, e-mail or hand delivery no later than 3 P.M. local time, on March 12, 2021, 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

Call in Number: 1-800-920-7487 Participant Code: 5514367#

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 to the RFP shall be posted on the ICTC website www.imperialctc.org. It is the responsibility of the proposer to contact the project coordinator and/or check the web site for any addendums or 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 annually.
- 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. AUDITOR EVALUATION AND SELECTION PROCESS

- A. ICTC will establish a project evaluation committee (“Committee”) for this project that will include representatives from 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 Auditor 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 interview the short-listed firms. Based on 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

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.

A. Project Experience [25 Points]

Proposals should demonstrate a variety of experience in performing similar reporting and fiscal audits, particularly with public funds for government and special districts.

B. Proposed Methodology and Approach to Work [20 Points]

Proposers must demonstrate the ability to carry out the project by meeting the proposal requirements identified. Describe the procedures and knowledge of any relevant codes and regulations pertaining to the various sources of funds. Demonstrate the proposer's understanding of the project and a list of anticipated documentation needed from the ICTC.

C. Staff Qualifications [25 Points]

Project staff qualifications include a combination of licensing, experience, education and background, etc.

D. Price or Cost [20 Points]

Proposals will be evaluated for providing the best methodology and service at the lowest cost. Provide hourly rates for each level of staff in this project.

E. Completeness of the Proposal and References [10 Points]

References in the proposals will be evaluated.

XI. SPECIAL 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 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, a notification will be placed on ICTC's Web site. 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 a potential conflict of interest in Auditor programs, services, management, design and construction. This policy applies to all proposers and their proposed Auditors/sub-consultants. See Standard Sample Agreement for Services (Attachment A) for any additional information and any required certifications by Auditors and their sub-consultants.

F. Public Information

Auditors who wish to release information to the public regarding Auditor 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 Auditor 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 Auditors 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.

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 ICTC, the protestor may file a request for a 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.

The decision of the Executive Director will be in writing and final. No further protests will be heard by ICTC.

Attachments:

- A. Sample Agreement
- B. Proposal Evaluation Form Sample

Attachment A
Sample Agreement

1 **ACCOUNTANCY AGREEMENT**

2 THIS AGREEMENT is made and entered into this _____, 2021 by and
3 between the IMPERIAL COUNTY TRANSPORTATION COMMISSION (“ICTC”) and
4 _____ (“CPA”).

5 **RECITALS**

6 **A.** CPA is a [business form], and a duly licensed certified public accounting firm in good
7 standing under the laws of the State of California and is in the business of supplying
8 independent accounting services and assistance to clients.

9 **B.** ICTC requires auditing services relating to the performance of First Transit, Inc., a
10 Delaware corporation qualified to do business in California – Imperial Valley, a
11 _____.

12 **C.** CPA will examine the fiscal reports and financial records of First Transit Inc. for all
13 lines of transit service in regards to:

- 14 • Imperial Valley Transit (IVT) service; and
- 15 • Imperial Valley Transit (IVT) Blue Green and Gold Lines; and
- 16 • IVT - Access service; and
- 17 • IVT RIDE; and
- 18 • IVT MedTrans

19 **D.** The objective of the examination is an opinion as to whether the fiscal reporting and
20 financial records, invoicing and the cash handling procedures of First Transit, Inc are
21 presented in all material respects in conformity with the contractual provisions as set
22 forth by the ICTC.

23 **E.** ICTC wishes to employ CPA to perform examinations and the CPA is willing to
24 accept such engagement for the First Transit, Inc. for the following five fiscal years
25 (FY): FY 2020-2021; FY 2021-2022; FY 2022-2023; FY 2023-2024; and FY 2024-
26 2025.

27 NOW THEREFORE, ICTC hereby engages and CPA hereby accepts such engagement upon
28 the terms and conditions set forth herein.

1 **1. TERM.**

2 This Agreement shall become effective on the date first written above and shall continue in
3 effect until the services provided for herein have been performed, but no later than _____,
4 unless sooner terminated as provided herein.

5 **2. SERVICES TO BE PERFORMED BY CPA.**

6 **2.1.** CPA will conduct the following examinations

7 **2.1.1.** First Transit, Inc. as to the Imperial Valley Transit Service for all lines of
8 service, the IVT - Access Service, IVT RIDE, and IVT MedTrans service for
9 the fiscal years ending:

10 -June 30, 2021;

11 -June 30, 2022;

12 -June 30, 2023;

13 -June 30, 2024; and

14 -June 30, 2025;

15 CPA will perform the services as described in the attached **Exhibit "A"**
16 incorporated by this reference as though fully set forth herein.

17 **2.2.** The examination will be conducted in accordance with attestation standards
18 established by the American Institute of Certified Public Accountants. Accordingly, it
19 will include test of records and other procedures that are considered necessary to
20 enable the CPA to express an opinion as to whether the fiscal reports and financial
21 records of First Transit, Inc. are presented, in all material respects, in conformity with
22 the contractual provisions as set forth by the ICTC.

23 **2.3.** If requested by ICTC Board or Caltrans or U.S. Transit Administration, CPA will
24 appear before the requesting body and explain any audit report or opinion.

25 **3. RETENTION AND AVAILABILITY OF WORK PAPERS.**

26 All supporting papers and work papers prepared by CPA in connection with the examination
27 shall be retained for a minimum of four (4) fiscal years following the close of the examination for the
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1 applicable fiscal year and shall be available for inspection and examination during CPA'S normal
2 business hours upon request from ICTC or the State Controller.

3 **4. TIME FOR COMPLETION.**

4 CPA shall annually submit reports within the following time frame:

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Fiscal Year	Draft Deadline	Final Deadline
FY 2020-2021	January 13, 2022	February 28, 2022
FY 2021-2022	January 12, 2023	February 28, 2023
FY 2022-2023	January 11, 2024	February 28, 2024
FY 2023-2024	January 10, 2025	February 28, 2025
FY 2024-2025	January 8, 2026	February 26, 2026

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13 For the annual examination, CPA will furnish one (1) electronic (PDF) of the draft audit reports to
14 ICTC. Upon further direction from ICTC staff, CPA will furnish three (3) paper copies and one (1)
15 electronic (PDF) of the final audit reports to ICTC.

16 **5. COMPENSATION OF CPA.**

17 **5.1.** In consideration for the services to be performed by CPA, ICTC agrees to pay CPA
18 _____ dollars (\$_____.00) as described in **Exhibit "B"**, incorporated
19 by this reference as though fully set forth herein.

20 **5.2.** Except as provided under Paragraph 5.1, ICTC shall not be responsible to pay CPA
21 any other compensation, out-of-pocket expenses, fees or other remuneration.

22 **5.3.** Said payment shall not be due and payable until such time as CPA has provided ICTC
23 with a monthly service statement which shall itemize all out-of-pocket expenses and
24 work performed for each said period. Said statements must meet with the approval of
25 ICTC and be received by ICTC no later than the 10th day of every month following
26 that for which the subject work was performed.

27 **5.4.** Invoices, clearly indicating the period for which the bill is made, shall be submitted to:

28 Attn: Executive Director

Imperial County Transportation Commission
1503 N. Imperial Ave. Suite 104
El Centro, CA 92243

5.5. CPA acknowledges ICTC is under no obligation to compensate CPA for services rendered or expenses accrued under this AGREEMENT not authorized by ICTC.

5.6. If ICTC requires work in addition to that defined in the "Services to be Performed By CPA," Paragraph 2, CPA shall provide a cost estimate and written description of the additional work needed to perform such services. Compensation and the time for completing such additional services must be negotiated and approved in writing by ICTC prior to the commencement of any such services based on the agreed upon pricing of \$_____per hour.

5.7. This Agreement is valid and enforceable only if sufficient funds are made available for the purposes of this Agreement. If sufficient funds are not available for this Agreement, it shall be invalid and of no further force and effect. In that event, ICTC shall have no liability to pay any funds to CPA and CPA shall not be obligated to perform any provisions of this Agreement. CPA will be due the share of compensation earned and reimbursement of expenses incurred as represented by the proportion of services rendered and expenses charged, if any, at the time of termination once a final billing is approved by ICTC.

6. **INDEMNIFICATION.**

To the furthest extent allowed by law, CPA shall indemnify, hold harmless and defend ICTC and each of its board members, officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CPA, its principals, officers, employees, agents or volunteers in the performance of this Agreement. If CPA should subcontract all or any portion of the services to be performed under

1 this Agreement, CPA shall require each subcontractor to indemnify, hold harmless and defend ICTC
2 and each of its board members, officers, employees, agents and volunteers in accordance with the
3 terms of the preceding paragraph. This section shall survive termination or expiration of this
4 Agreement.

5 **7. INSURANCE.**

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

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

19 \$1,000,000 per occurrence for bodily injury and property damage

20 \$1,000,000 per occurrence for personal and advertising injury

21 \$1,000,000 aggregate for products and completed operations

22 \$2,000,000 general aggregate

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

28

1 (iii) WORKERS' COMPENSATION insurance as required under the California
2 Labor Code.

3 (iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than
4 \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each
5 employee.

6 (v) PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) insurance
7 appropriate to CONSULTANT'S profession, with limits of liability of not less than
8 \$1,000,000 per claim/occurrence and \$2,000,000 policy aggregate.

9 In the event CONSULTANT maintains higher limits than the minimums shown above, ICTC
10 requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.
11 Any available insurance proceeds in excess of the specified minimum limits of insurance and
12 coverage shall be available to ICTC.

13 CONSULTANT shall be responsible for payment of any deductibles contained in any insurance
14 policies required hereunder and CONSULTANT shall also be responsible for payment of any self-
15 insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by,
16 the ICTC's Executive Director or his/her designee. At the option of the ICTC's Executive Director
17 or his/her designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured
18 retentions as respects to ICTC, its board members, officers, employees, agents and volunteers: or (ii)
19 CONSULTANT shall provide a financial guarantee, satisfactory to ICTC's Executive Director or
20 his/her designee, guaranteeing payment of losses and related investigations, claim administration and
21 defense expenses. At no time shall ICTC be responsible for the payment of any deductibles or self-
22 insured retentions.

23 All policies of insurance required hereunder shall be endorsed to provide that the coverage
24 shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day
25 written notice has been given to ICTC. Upon issuance by the insurer, broker, or agent of a notice of
26 cancellation, non-renewal, or reduction in coverage or in limits, CONSULTANT shall furnish ICTC
27 with a new certificate and applicable endorsements for such policy(ies). In the event any policy is
28 due to expire during the work to be performed for ICTC, CONSULTANT shall provide a new

1 certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar
2 days prior to the expiration date of the expiring policy.

3 The General Liability and Automobile Liability insurance policies shall be written on an
4 occurrence form and shall name ICTC, its board members, officers, employees, agents and volunteers
5 as an additional insured. Such policy(ies) of insurance shall be endorsed so CONSULTANT'S
6 insurance shall be primary and no contribution shall be required of ICTC. The coverage shall contain
7 no special limitations on the scope of protection afforded to ICTC, its board members, officers,
8 employees, agents and volunteers. The Workers' Compensation insurance policy shall contain a
9 waiver of subrogation as to ICTC, its board members, officers, employees, agents and volunteers.

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

- 12 1. The retroactive date must be shown, and must be before the effective date of the
13 Agreement or the commencement of work by CONSULTANT.
- 14 2. Insurance must be maintained and evidence of insurance must be provided for at least 3
15 years after any expiration or termination of the Agreement or, in the alternative, the policy
16 shall be endorsed to provide not less than a 3-year discovery period.
- 17 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy
18 form with a retroactive date prior to the effective date of the Agreement or the
19 commencement of work by CONSULTANT, CONSULTANT must purchase extended
20 reporting coverage for a minimum of 3 years following the expiration or termination of
21 the Agreement.
- 22 4. A copy of the claims reporting requirements must be submitted to ICTC for review.
- 23 5. These requirements shall survive expiration or termination of the Agreement.

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

1 If at any time during the life of this Agreement or any extension, CONSULTANT or any of
2 its subcontractors fail to maintain any required insurance in full force and effect, all work under this
3 Agreement shall be discontinued immediately, and all payments due or that become due to
4 CONSULTANT shall be withheld until notice is received by ICTC that the required insurance has
5 been restored to full force and effect and that the premiums therefore have been paid for a period
6 satisfactory to ICTC. Any failure to maintain the required insurance shall be sufficient cause for
7 ICTC to terminate this Agreement. No action taken by ICTC hereunder shall in any way relieve
8 CONSULTANT of its responsibilities under this Agreement.

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

18 If CONSULTANT should subcontract all or any portion of the services to be performed under
19 this Agreement, CONSULTANT shall require each subcontractor to provide insurance protection in
20 favor of ICTC, its board members, officers, employees, agents and volunteers in accordance with the
21 terms of each of the preceding paragraphs, except that the subcontractors' certificates and
22 endorsements shall be on file with CONSULTANT and ICTC prior to the commencement of any
23 work by the subcontractor.

24 **8. TERMINATION.**

25 **8.1. Termination by Either Party.** This Agreement may be terminated, without cause, by
26 either party upon thirty (30) days prior written notice to the other party.

27 **8.2. Compensation in Early Termination.** Subject to Paragraph 5.7, in the event that this
28 Agreement is terminated prior to the completion of the term of contract as specified

1 herein, CPA shall be entitled to the compensation earned prior to the date of
2 termination as provided for in this Agreement, computed pro rata up to and including
3 that date. The compensation earned and unpaid at the time of termination shall be
4 paid without abatement or reduction immediately upon termination of this Agreement.
5 CPA shall be entitled to no further compensation as of the date of termination.

6 **9. INDEPENDENT CONTRACTOR.**

7 **9.1.** CPA shall be responsible to ICTC only for the requirements and results specified by
8 this Agreement. CPA shall not be subject to ICTC'S control with respect to the
9 physical actions or activities of CPA or of CPA'S employees or agents in connection
10 with the operation of the business or CPA'S fulfillment of the requirements of the
11 Agreement, except as specifically provided in this Agreement.

12 **9.2.** CPA is, and at all times during the term of this Agreement shall represent and conduct
13 itself as, an independent contractor and not as an agent or employee of ICTC. CPA
14 shall not have the authority, express or implied, to bind or obligate ICTC in any way.

15 **10. ASSIGNMENT.**

16 Neither this Agreement nor any duties or obligations hereunder shall be assignable by CPA
17 without the prior, written, consent of ICTC.

18 **11. NON-DISCRIMINATION.**

19 **11.1.** During the performance of this Agreement, CPA and its subcontractors shall not
20 unlawfully discriminate against any employee or applicant for employment or member
21 of the public because of race, religion, color, national origin, ancestry, physical or
22 mental disability, medical condition, marital status, age or gender. CPA shall insure
23 that the evaluation and treatment of their employees and applicants for employment
24 and members of the public are free of such discrimination. CPA shall comply with the
25 provisions of the Fair Employment and Housing Act (California Government Code
26 §12900 *et seq.*). The applicable regulations of the Fair Employment and Housing
27 Commission implementing Government Code §12900, set forth in Chapter 5 of
28 Division 4 of Title 1 of the California Administrative Code, are incorporated into this

1 Agreement by reference and made a part thereof as if set forth in full. CPA shall also
2 abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all
3 administrative rules and regulations issued pursuant to said Act. CPA shall give
4 written notice of its obligations under this clause to labor organizations with which it
5 has a collective bargain or other agreement.

6 **11.2.** CPA shall include the non-discrimination and compliance provision of this paragraph
7 in all subcontracts to perform work under this Agreement.

8 **12. NOTICES.**

9 All notices under this Agreement shall be in writing and may be given by personal delivery or
10 by sending through the U.S. Post Office, certified mail, return receipt requested, addressed to ICTC at
11 1503 N. Imperial Ave, Suite 104, El Centro, CA 92243 and to CPA at _____, or at
12 such other address as either party may designate in a notice to the other party given in such manner.
13 Any notice sent by mail shall be considered given when received.

14 **13. ENTIRE AGREEMENT.**

15 This Agreement contains the entire agreement between ICTC and CPA relating to the
16 transactions contemplated hereby and supersedes all prior or contemporaneous agreements,
17 understanding, provisions, negotiations, representations or statements, either written or verbal.

18 **14. MODIFICATION.**

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

21 **15. PARTIAL INVALIDITY.**

22 If any of the provisions in this Agreement is held by a court of competent jurisdiction to be
23 invalid, void or unenforceable, the remaining provisions will continue to be in full force and effect.

24 **16. WAIVER.**

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

28 **17. CHOICE OF LAW.**

1 The laws of the State of California shall govern this Agreement. This Agreement is made and
2 entered into in Imperial County, California. To the extent permitted by law, any action brought by
3 either party with respect to this Agreement shall be brought in a court of competent jurisdiction
4 within said County.

5 **18. ATTORNEYS' FEES.**

6 If either party herein brings an action to enforce the terms thereof or declare rights hereunder,
7 the prevailing party in any such action, on trial or appeal, shall be entitled to its reasonable attorneys'
8 fees to be paid by the losing party as fixed by the court.

9 **19. AUTHORITY.**

10 Each of the individuals executing this Agreement on behalf of CPA and ICTC represent and
11 warrant that:

12 **19.1.** He or she is duly authorized to execute and deliver this Agreement on behalf of CPA
13 or ICTC as applicable;

14 **19.2.** Such execution and delivery on behalf of CPA is in accordance with the terms of the
15 Articles of Incorporation or Partnership, any By-Laws or Resolutions of CPA; and

16 **19.3.** Such execution and delivery on behalf of ICTC is duly authorized by the ICTC Board
17 and within the authority of the signatory identified below.

18 **20. COUNTERPARTS.**

19 This Agreement may be executed in counterparts.

20 **21. REVIEW OF AGREEMENT TERMS.**

21 This Agreement has been reviewed and revised by legal counsel for both ICTC and CPA, and
22 no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the
23 interpretation or enforcement of the same or any subsequent amendments thereto.

24 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the
25 day and year first above written and shall be effective as of said date.

26 IMPERIAL COUNTY
27 TRANSPORTATION COMMISSION:

28 By: _____

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Chair of the Board

ATTEST:

By: _____

Secretary to the Commission

CERTIFIED PUBLIC ACCOUNTANT:

By: _____

APPROVED AS TO FORM:

COUNTY COUNSEL

By: _____

Deputy County Counsel

DRAFT

Attachment B
Proposal Evaluation Form
Sample

**SAMPLE
PROPOSAL EVALUATION FORM**

Attachment B

DATE: _____

EVALUATOR: _____

RESPONDENT: _____

PROJECT: _____

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

TOTAL SCORE: _____

Comments: