IVT MedTrans

Public Outreach and Marketing Services
Request For Proposal
FY 2020-22

Requested by:

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Imperial County Transportation Commission
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THE IMPERIAL COUNTY TRANSPORTATION COMMISSION

Request for Proposals
For
FY 2020 – 2022 IVT MedTrans Public Outreach and Marketing

I. INTRODUCTION

The Imperial County Transportation Commission (ICTC) is conducting a competitive bid process to continue to provide public non-emergency paratransit services to medical facilities. The service is called IVT MedTrans. The service has been in operation since July 1, 2016. This solicitation is for the continuation of the specific Public Outreach and Marketing services, and is circulated in anticipation of the continuation of the transit services.

ICTC is seeking the services of an individual or firm to develop and implement a bilingual (English and Spanish) public outreach program, website and marketing services for the specialized public paratransit service. The selected firm will work for ICTC and with contracted transit operator management staff. The selected firm or project staff must indicate some familiarity with and be willing to take direction on and incorporate marketing and advertising services with transit industry best practices and standards. The website must use technology that accommodates persons with disabilities. The current website is available for viewing at www.ivtmedtrans.com

A contract award for the specific marketing services listed in this RFP is expected to be awarded by the Commission, before the Commission takes action on the continuation of the paratransit services contract. However, if the Commission does not approve a paratransit services contract, this marketing services contract may be delayed or even terminated. Prospective bidders should be aware that any work effort or expense completed under this contract after award, will then be compensated up to the date of termination.

This project is locally funded. No federal funds are anticipated to be used on this project.

II. GENERAL BACKGROUND

ICTC is the regional transportation planning and regional public transit agency for the Imperial Valley region. ICTC builds consensus, makes strategic plans, obtains and allocates resources, contracts for transit services and provides information on a broad range of topics pertinent to the Imperial Valley region’s transportation services and infrastructure.

ICTC is an independent public 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 administers contracts with third parties for the operation of the inter-city regional and intra-city circulator public bus systems. In addition, ICTC administers third party contracts for intra-city paratransit systems.

A specialized paratransit service for transit dependent, disabled persons and other individuals with chronic medical conditions who need to get to medical facilities in San Diego was originally developed in 1994. ICTC and its member agencies are in need of specific professional public outreach, marketing and advertising services for the sustainment of this service.

III. PROJECT SCHEDULE

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

A. Advertise and Issue RFP  
   March 8, 2019

B. Non mandatory Prebid meeting  
   March 29, 2019

C. Proposal Due Date  
   April 12, 2019

D. Provider Ranking and Staff Recommendation (non-public opening)  
   Week of April 15th 2019

E. Oral Interviews (if utilized)  
   April 29th 2019

F. Selection and Notification Award  
   April 2019 (estimate)

G. Approval of Contract  
   May 2019 (estimate)

H. Notice of Award/Notice to Proceed  
   May 2019 (estimate)

I. Initial Year Marketing Plan implementation  
   June 2019

J. Development of longer term marketing plan  
   July – Sept 2019

IV. PROJECT SUMMARY

A. Project Background/Project Description

ICTC has a contract for a non-emergency transportation paratransit service identified as IVT MedTrans, branded with the colors of purple, black and white. During the term of this marketing contract, ICTC is expected to extend the paratransit services contract, and eventually conduct an RFP for the services continuation. Prospective bidders for the marketing services are strongly encouraged to review the existing website to gain an understanding of the project, located at www.ivtmedtrans.com.
The *IVT MedTrans* logo and brand have been registered with the United States and Patent and Trademark office. The registration must be maintained and the selected firm may need to resubmit during the term of this marketing contract.

There are medical services in San Diego that are not available in Imperial Valley. There are individual and agencies that are referred to medical facilities in San Diego with no means of transportation to get to San Diego. The purpose of this project is to provide information and guidance to persons regarding the points of contact, service locations, service hours, unique features and availability of the service. ICTC desires to continue its positive reputation and increase awareness for the service within the medical community, as well as, to promote the service to increase ridership. The ultimate goal is to have a public outreach and marketing plan for the sustainment of the service.

Of particular importance in any service or project developed for use within the Imperial region, is the fact that it includes extreme high heat conditions in the desert environment in the late spring, summer and fall months.

In addition, due to the proximity of the operating area to the international border with Mexico, the region has a high percentage of Spanish speaking monolingual passengers. All tasks and efforts will require an identical bilingual component that is suitable and effective for the Hispanic community in the region.

The production and installation, and periodic repair costs of bus graphics over the course of the three year contract should not be included in the budget for this proposal. These types of expenses are a part of the transit service maintenance budget for the contracted transit service operator.

The budget is inclusive of any proposed media buys and production. ICTC staff’s intention is to be flexible to accommodate passenger demand. This means the selected proposal scope and budget may be adjusted and carried over between the years during the three year period, if determined that a particular media or medium is not effective, or, if a particular media or medium is effective. ICTC staff cannot guarantee that increased funding will be available in the future. Therefore, proposers are requested to use the fee established in the RFP on page 2 and provide their concept for the most effective method to accomplish the goals in the RFP.

### B. Fee Estimate Range

The estimate of the fee range for the completion of the project is $40,000 to $50,000 annually. The budget is to be established in the FY 2019-20 ICTC Overall Work Plan and Budget.
C. Payment

The ICTC desires to sign a three-year fixed-price contract, effective with an anticipated start date of June 1, 2019 through June 30, 2022. An itemized price sheet is required from the Provider for the full period itemized by year. However, in the event of transit service changes for any given year, the Provider and ICTC may negotiate a revised scope and or pricing.

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 to be settled annually.

V. SCOPE OF REQUIRED SERVICES

Task 1:

a. Develop informative bilingual (English and Spanish) public outreach and marketing strategy for the IVT MedTrans service and the need to keep the public informed, with telephone numbers provided by the transit service provider, and any other service changes, by June 28, 2019. Marketing plan should also contain a budgeted number of brochures, annual giveaway items i.e. logoed pens, sport bottles, key chains, magnets etc.

b. Implement informative bilingual public outreach and marketing strategy approved by ICTC for the IVT MedTrans service in July 2019.

c. Develop a website for IVT MedTrans by the end of June 28, 2019. The website should include but not be limited to general service information, pictures, schedule information, riders alerts/changes due to inclement weather and points of contact. The consultant shall provide “modifying access” to the website. It is ICTC’s intention to provide short notice or immediate updates when required.

TASK II: Develop marketing plan for FY 2020-2021

a. Develop informative marketing strategy for the continued use of IVT MedTrans service including outreach at social service agencies, veterans services and hospitals, which may be adjusted by evaluation of the effectiveness of efforts from the prior year.

b. Implement marketing plan as approved by ICTC effective July 2020
TASK III: Develop marketing plan for FY 2021-2022

a. Develop informative marketing strategy for the continued use of IVT MedTrans service including outreach at social service agencies, veterans services and hospitals, which may be adjusted by evaluation of the effectiveness of efforts from the prior year.
b. Implement marketing plan as approved by ICTC effective July 2021.

VI. 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 double sided pages, inclusive of resumes, graphics, forms, pictures, artwork, photographs, 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 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 Coordinator. 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**

a. 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.

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, 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**

a. Proposers are urged to obtain disadvantaged business enterprise (DBE) participation on this project, although there is no project goal for DBE participation. It is ICTC policy to provide disadvantaged, minority, small business 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 compete for ICTC contracts by reasons so stated or implied.

b. 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.

c. 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.

d. 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.

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/Deviations to this Request for Proposal*

State any requested exceptions to or deviations from the requirements of this RFP, segregating “technical” exceptions from “contractual agreement” exceptions. Each exception must reference the particular section and page in the RFP, Scope of Work or a contractual agreement that refers to the ICTC’s requirements for easy reference.

If no exceptions or deviations are requested on the proposal, then ICTC will interpret this to mean that the proposer is fully satisfied and no further exceptions or deviations will be allowed.

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*

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. *Confidential or Proprietary Information*

All proposals submitted in response to this RFP become the property of ICTC and are public records and, as such, may be subject to public review. Proposals and the documents constituting any contract entered into thereafter become the exclusive property of the ICTC and shall be subject to the California Public Records Act (Government Code Sections 6250 et seq.; “the Act”). The ICTC’s use and disclosure of its records are governed by the Act.
Those elements in each proposal which the Provider 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 the Provider. The ICTC will use its best efforts to inform the Provider of any request for disclosure of any such document. The 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 the Provider considers exempt from disclosure, the ICTC will act as stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the ICTC is required to defend an action arising out of a request pursuant to the Act for any of the contents of the Provider’s proposal marked “Confidential” or “Proprietary,” the Provider shall defend and indemnify the ICTC from all liability, damages, costs and expense, including attorneys’ fees, in any action or proceeding arising under the Act.

To ensure confidentiality, the Provider is instructed to enclose all “Confidential,” “Proprietary, data in so marked sealed envelopes, which should then be included with the proposal. Because the proposal is available for review by any person after award of a contract resulting from an RFP, the 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.

VII. SUBMITTAL REQUIREMENTS

A. Proposals shall be submitted in two (2) sealed packages. Each package shall be clearly marked and indicating which services the responses pertain 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 as “confidential.”

1. Provider shall submit package No. 1 with one (1) original, four (4) copies and one PDF each marked “IVT MedTrans Public Outreach and Marketing 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 “IVT MedTrans Public Outreach and Marketing 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 time, on April 12st, 2019 at the office of:

Mark Baza, Executive Director
Imperial County Transportation Commission
1503 N. Imperial 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.
VIII. PRE-SUBMITTAL ACTIVITIES

A. Questions Concerning Request for Proposals

A non-mandatory pre-proposal conference will be held at **9:00AM on March 29, 2019** at the ICTC conference room at 1503 N. Imperial Ave. Suite 104, El Centro CA, 92243. Attendance is encouraged but not mandatory.

An option to attend via teleconference is also available. Participants of the teleconference do so at their own risk. ICTC will not be responsible for loss of connections or inability to hear and participate in the conversation due to other technical issues.

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

Questions must be received in writing via mail, facsimile, E-mail or hand delivery no later than 3 P.M. local time, on **March 27, 2019** addressed to:

Kathi Williams, Project Coordinator
Imperial County Transportation Commission
1503 N. Imperial Ave. Suite 104
El Centro, CA 92243
760-592-4494
e-mail: Kathiwilliams@imperialctc.org

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

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

IX. 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 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.
X. CONSULTANT EVALUATION AND SELECTION PROCESS

A. ICTC will establish an evaluation committee (“Committee”) for this project that may include representatives from ICTC and its member agencies with experience and expertise in the related discipline(s).

B. Based upon the proposals deemed “responsive”, the Committee may select a short-list of qualified firms for this project. The short listed firms will be invited for oral interviews. The consultant’s project lead or manager will then be expected to make a presentation to the Committee that summarizes the creative and bilingual public outreach and associated approach recommended for this project.

C. 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 interview the short-listed firms. Based upon the written proposal, interview, and reference scores, and other appropriate evaluation factors, the Committee will rank the qualified finalists.

D. 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.

XI. 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 Technical Experience [20 Points]

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

B. 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, creative, tactful, 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, creative, unique and advanced and/or well-thought-out methodologies that ICTC may not have specifically identified in this RFP.

C. Project Team / Staff Qualifications / DBE [25 Points]

Project staff qualifications include an appropriate level or combination of education, licensing, experience, education and background for the project, with additional points for documented experience in transit marketing, design, etc.

D. Cost/Price [15 Points]

Proposals will be evaluated for providing the most creative, responsive and thorough approach, at the lowest cost.

E. Completeness of Response/ References [10 Points]

References in the proposals will be evaluated. 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.

XII. 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, 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 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 in the Attachments for any additional information and 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 ICTC staff.

H. Contract for Services

The selected consultants will be required to sign a customized version of the attached “Standard Sample Agreement for Services” in the Attachments 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.

XIII. 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.

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:

Kathi Williams, Project Coordinator
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).

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 Rail and Mass Transportation
P.O. Box 942874 - MS 39
Sacramento, CA 942874-0001”
APPENDICES:

A. Sample Proposal Evaluation Form
B. Current Service Brochure
C. Sample Consulting Agreement
PROPOSAL EVALUATION FORM

DATE: ______________________________

EVALUATOR: __________________________

RESPONDENT: __________________________

PROJECT: IVT MedTrans Public Outreach and Marketing Project

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TOTAL SCORE: ______________________________________

Comments:

Fares/Tarifas

Category A
$15.00 Round Trip / Viage Redondo
$7.50 One Way / Solo Ida

Category B
$30.00 Round Trip / Ida Y Vuelta
$15.00 One Way / Solo Ida

PICK-UP AND RETURN POINTS
SALIDAS Y LLEGADAS
Brawley - Bus Transfer Terminal -
Corner of S. Plaza & S. 5th
Calexico - Walmart Parking Lot -
Rockwood Ave.
El Centro - Bus Transfer Terminal -
Corner of 7th & State
Imperial - Bus Stop - Barion & Imperial Ave.
IV Mall - Cinemark Movie Theater Area Bus Stop

Buses depart from El Centro at approximately
7:00am and 10:00am
Sesión de El Centro aproximadamente de 7:00am
y 10:00am
Buses arrive from San Diego County to Imperial
County at approximately 5:00pm and 8:00pm
Los autobuses llegan aproximadamente a las
5:00pm y 8:00pm del condado de San Diego a el
condado de Imperial.
Reservations are recommended at least 2-3 weeks in advance. Advanced payment is required 48 hours prior to scheduled trip.
Reservaciones se recomiendan al menos con 2-3 semanas de anticipación. Se requiere pago por adelantado 48 horas antes de su viaje.

IVT MedTrans
This service provides non-emergency transportation service between Imperial County and San Diego County medical facilities four days a week.

Transportation is to medical facilities only and is available to transit dependent persons requiring essential or lifeline medical services who meet the established criteria.

IVT MedTrans ofrece un servicio de transporte para personas que requieren servicio médico que no sean de emergencia. El transporte consiste de un viaje de ida y regreso desde los condados del Valle Imperial y San Diego cuatro veces a la semana para pasajeros que reúnan los requisitos.

792 E. Ross Avenue
El Centro, CA 92243
(760) 337-1766
(844) 533-0951

Office Hours:
Monday - Friday / Lunes a Viernes
6:00am - 6:00pm

www.ivtmedtrans.com

Holiday Schedule

Weekends and Holidays
The system does not operate on alternating
Mondays and Fridays, Saturdays, Sundays or on the
following Holidays:

- New Year's Day - M.L. King's Day
- President's Day - Memorial Day
- Independence Day - Labor Day
- Veteran's Day - Thanksgiving Day
- Christmas Day

Fines de Semana y Días Festivos
El sistema no opera los Lunes y Viernes alternos,
Sábados, Domingos, o los siguientes días festivos:

- Año Nuevo - Día de M.L. King
- Día del Presidente - Día Conmemorativo
- Día de la Independencia - Día del Trabajo
- Día de Los Veteranos - Día de Acción de Gracias
- Día de Navidad

Title VI of the Civil Rights Act of 1964
The Imperial County Transportation Commission and its transit operators
are committed to ensuring that no person is denied the benefits of its services on
the basis of race, color or national origin, as prohibited by Title VI of the
Civil Rights Act of 1964, as amended. If you believe you have been subjected
to discrimination under Title VI, you may file a written complaint with the
Executive Director, ICTC, 1503 N. Imperial Suite 104, El Centro, CA 92243.

Título VI de la Ley de Derechos Civiles de 1964
La Comisión de Transporte del condado de Imperial y sus operadores de
transitación se han comprometido a asegurar que ningún pasajero sea
excluido de los beneficios de sus servicios, a la luz de la philanthropy, as
prohibited by Título VI de la Ley de Derechos Civiles de 1964, como modificada.
Si usted cree que ha sido sometido a discriminación en virtud del Título VI, puede
presentar una queja por escrito con el Director Ejecutivo, ICTC, 1503 N. Imperial
Suite 104, El Centro, CA 92243.

RIDER’S GUIDE
November 2018 - February 2019
(760) 337-1766
(844) 533-0951

Ride With Us!
**Calendar Schedule**

**NOVEMBER 2018**

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Every effort to adhere to schedule is made but prevailing adverse weather and/or road conditions. Service to Southbay is on the second and fourth Tuesday of every month.

Toda referencia a diciembre es el mes de los Reyes Magos.

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**IVT MedTrans es:**

IVT MedTrans recibe fondos y es administrado por Imperial Valley Transportation Commission y operado por First Transit Inc.

IVT MedTrans se formó específicamente para unir los condados del Valle Imperial y San Diego para facilitar transporte médico que no se considere una emergencia a clínicas y oficinas de doctores solamente. Se les dará preferencia a personas que necesiten servicio de transporte médico y llenan uno de estos criterios.

Su viaje NO está confirmado hasta recibir su pago completo.

**Categoría A:**
- Niños hasta la edad de 21 con condiciones severas médicas que lo incapaciten.
- Personas que utilicen silla de ruedas u otros medios de movilización y no cuenten con su propio vehículo adaptado. (Nota: Las sillas de ruedas no pueden exceder 30 pulgadas de ancho)
- Personas de bajos ingresos que no tengan acceso a vehículo personal.
- Personas con enfermedades crónicas que no se les permita conducir un vehículo.
- Veteranos deshabilitados por enfermedades crónicas.
- Adultos con enfermedades crónicas que los incapaciten.
- Personas con condiciones mentales que afectan su habilidad para manejar un vehículo.

**Categoría B:**
Personas que NO conforman el mínimo de los requisitos anteriores serán considerados pasajeros de categoría B, y serán transportados solamente si hay asientos disponibles y SOLAMENTE a clínicas médicas. Pasajeros de categoría B pagarán el doble del precio del pasajero de categoría A. Pasajeros de categoría A tendrán prioridad sobre los pasajeros de categoría B.
AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement"), made and entered into this ________ day of __________________, 2018, is by and between the IMPERIAL COUNTY TRANSPORTATION COMMISSION ("ICTC") and [business name] [business type] ("CONSULTANT") (individually, "Party;" collectively, "Parties").

W I T N E S S E T H

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

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

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

1. DEFINITIONS.

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

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

2. CONTRACT COORDINATION.

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

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

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

4. WORK TO BE PERFORMED BY CONSULTANT.

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

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

4.3. CONSULTANT shall:

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

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

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

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

4.4. Any videotape, reports, information, data or other material given to, or prepared or assembled by, CONSULTANT pursuant to this Agreement shall be the property of ICTC and shall not be made available to any individual or organization by CONSULTANT without the prior written approval of
ICTC. The preceding restriction shall not apply to information which is in the public domain, was previously known to CONSULTANT, was acquired by CONSULTANT from others who have no confidential relationship to ICTC with respect to same, or which through no fault of CONSULTANT comes into the public domain. CONSULTANT shall not be restricted from releasing information, including confidential information, in response to a subpoena, court order, or other legal process. CONSULTANT shall not be required to resist such subpoena, court order, or legal process, but shall promptly notify ICTC in writing of the demand for information before responding to such demand.

5. REPRESENTATIONS BY CONSULTANT.

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

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

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

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

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

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

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

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

7. **PAYMENT.**

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

8. **METHOD OF PAYMENT.**

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

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

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

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

10. **SUSPENSION OF AGREEMENT.**

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

11. **SUSPENSION AND/OR TERMINATION.**

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

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

12. **INSPECTION.**

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

13. **OWNERSHIP OF MATERIALS.**

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

14. **INTEREST OF CONSULTANT.**

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

14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or person having such an interest shall be employed.
14.3. CONSULTANT certifies that no one who has or will have any financial interest pursuant to this Agreement is an officer or employee of ICTC.

15. INDEMNIFICATION.

A. Indemnity for Professional Services. To the furthest extent allowed by law, Consultant shall indemnify, hold harmless and defend ICTC and its members, 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 Consultant, its principals, officers, employees, agents or volunteers in the performance of professional services under this Agreement.

B. Other Indemnities. Other than in the performance of professional services, and to the fullest extent allowed by law, Consultant shall indemnify, hold harmless and defend ICTC and its members, 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) arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Consultant’s obligations under the preceding sentence shall apply regardless of whether ICTC or any of its members, board members, officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of ICTC, or any of its members, board members, officers, officials, employees, agents or volunteers.

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

D. This section shall survive termination or expiration of this Agreement.
16. **INDEPENDENT CONTRACTOR.**

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

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

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

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

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

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

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

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

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

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

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

- $2,000,000 per occurrence for bodily injury and property damage
- $1,000,000 per occurrence for personal and advertising injury
- $4,000,000 aggregate for products and completed operations
- $4,000,000 general aggregate

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

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

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

(v) PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate to Consultant’s profession, with limits of liability of $2,000,000 per claim/occurrence and $2,000,000 policy aggregate.
In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall “follow form” and afford no less coverage than the primary insurance policy(ies).

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

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

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form. The General Liability (including ongoing operations and completed operations) and Automobile Liability insurance policies shall name ICTC, its members, board members, officers, officials, employees and agents as an additional insured. All such policies of insurance shall be endorsed so Consultant’s insurance shall be primary and no contribution shall be required of ICTC, its members, board members, officers, officials, employees, agents or volunteers. The coverage(s) shall contain no special limitations on the scope of protection afforded to ICTC, its members, board members,
officers, officials, employees and agents. Should Consultant maintain insurance with broader coverage and/or limits of liability greater than those shown above, ICTC requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to ICTC.

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

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

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

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

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

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

Consultant shall furnish ICTC with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by ICTC’s Executive Director or his/her designee in his/her sole discretion prior to ICTC’s execution of the AGREEMENT and before work commences. Upon request of ICTC, Consultant 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.

If at any time during the life of the Agreement or any extension, Consultant or any of its sub-Consultants fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, until notice is received by ICTC that the required
insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to ICTC. Any failure to maintain the required insurance shall be sufficient cause for ICTC to terminate this Agreement. No action taken by ICTC hereunder shall in any way relieve Consultant of its responsibilities under this Agreement.

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

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

18. ASSIGNMENT.

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

19. NON-DISCRIMINATION.

During the performance of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee or applicant for employment or employee of ICTC or member of the public because of race, religion, color, national status, age, or sex. CONSULTANT shall ensure that the evaluation and treatment of its employees and applicants for employment and employees and members
of the public are free of such discrimination. CONSULTANT shall comply with all provisions of the Fair Employment and Housing Act (Government Code §12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code §12900 set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONSULTANT shall also abide by the American Disabilities Act and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONSULTANT shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargain or other agreement. CONSULTANT shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work pursuant to this Agreement.

20. NOTICES AND REPORTS.

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

ICTC               CONSULTANT

Attn: Executive Director    Attn: Project Manager
Imperial County Transportation Commission
1503 N. Imperial Ave., Ste 104
El Centro, CA  92243

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

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

21. ENTIRE AGREEMENT.

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

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

23. **PARTIAL INVALIDITY.**

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

24. **GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.**

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

25. **WAIVER.**

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

26. **CHOICE OF LAW.**

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

27. **ATTORNEY’S FEES.**

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

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28. **AUTHORITY.**

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

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

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

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

29. **COUNTERPARTS.**

This Agreement may be executed in counterparts.

30. **REVIEW OF AGREEMENT TERMS.**

This Agreement has been reviewed and revised by legal counsel for both ICTC and CONSULTANT, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of the same or any subsequent amendments thereto.
IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

IMPERIAL COUNTY TRANSPORTATION COMMISSION:

_________________________________________
Chair

ATTEST:

_________________________________________
Secretary to the Commission

CONSULTANT:

By:

APPROVED AS TO FORM:

COUNTY COUNSEL

By:

Deputy County Counsel