
I. INTRODUCTION

The Imperial County Transportation Commission (ICTC) administers several turnkey contracted fixed route transit and paratransit systems in the Imperial Valley. ICTC is requesting proposals for a paratransit service that is in compliance with the Americans' with Disabilities Act (ADA) and complimentary to the fixed route service, **Imperial Valley Transit**. The current **IVT ACCESS** contract will terminate this year. The service is for a specific passenger ridership and is currently operated by a local for profit under contract with ICTC.

The Imperial County Transportation Commission shall hereinafter be referred to as "ICTC". The contract will be regulated according to the provisions of the Federal Transportation Administration (FTA), the Americans with Disabilities Act (ADA), and Transportation Development Act (TDA) as amended and other applicable Federal, State and local laws or regulations.

Qualified transportation OFFERORs are invited to submit written proposals for consideration in accordance with this request. A Proposal Evaluation Committee will review the proposals. The Executive Director of the ICTC will make recommendations to the Commission for award of contract. In accordance with this RFP, it is anticipated that one (1) new contract would be administered by the ICTC.

All responses will be considered and evaluated, however, the ICTC is not guaranteeing to accept any OFFEROR's proposals, recommendations, and cost estimates.

The successful OFFEROR(s) will provide a turnkey operation, daily on-line management, marketing, dispatch, and operation of the services, as well as, all personnel, maintenance, fuel supply, maintenance and supervisory vehicles, and the fixed facilities in which to house the services. ICTC will provide at least ten (10) cutaway-style buses, a van, and an MV1 or similar administrative vehicle for this service.

II. BACKGROUND

The region of the Imperial Valley contains approximately 4,598 square miles. Agriculture through the use of irrigation is the second largest industry, behind employment in the government sector. Most of the area's geography is flat, at or below sea level. The climate is described as an arid desert with summer temperatures reaching 115° Fahrenheit. The OFFEROR must be able to maintain adequate onboard passenger comfort.

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. Specific bilingual (English and Spanish) requirements are in place for all drivers and customer contact personnel including dispatchers, supervisors, and safety personnel, to accommodate this issue and are contained in this document. Passengers typically are paratransit dependent including seniors age 60 and over, and individuals with disabilities.

In addition, because there is a regional fixed-route bus system, complementary ADA Paratransit service, and intra-city dial-a-ride services, there may be opportunities for transfers between transit services. Open communication and cooperation between agencies and the service OFFEROR(s) is mandatory.

III. ESTIMATED PROJECT SCHEDULE

Issue RFP	February 16, 2024
Non-Mandatory Pre-Submittal Conference	March 15, 2024
Proposal Due	March 29, 2024
OFFEROR Ranking and Staff Recommendation (non-public opening)	Week of April 1, 2024
Oral Interviews (if necessary)	Week of April 8, 2024
Best and Final Offer (if necessary)	April 2024
ICTC Commission Action/Award of Contract	April / May 2024
Vehicle Turnover Inspection	May 2024
Service Target Start Date	July 1, 2024

VI. PROJECT DESCRIPTION AND SUMMARY

ICTC is currently seeking a qualified OFFEROR to enter into a contractual relationship to continue to provide ADA demand response paratransit service according to the specific scope of work attached to this RFP.

The IVT ACCESS service under its current configuration has been in operation since 2011. IVT Access provides the ADA complimentary paratransit using the $\frac{3}{4}$ mile corridor and 30 minute system per the fixed route schedule. Additional information can be found at www.ivtaccess.com.

The IVT fixed route bus service is provided from 6:00 AM until approximately 12:30 PM weekdays, 6:00 AM to approximately 8:30 PM on Saturdays and 7:00 AM to approximately 5:00 PM on Sundays, within the areas classified as the Primary Zone; a North-South axis throughout Brawley, Imperial, El Centro, Heber and Calexico, and from 6:00 AM until approximately 7:00 PM

in the Secondary Zones; outlying cities and communities of Niland, Calipatria, Westmorland, Seeley, and Holtville. The outlying Remote Zone communities such as Ocotillo and Bombay Beach are not served by IVT ACCESS.

There are intra-city circulators called the IVT- Blue and Green Lines in the City of El Centro. The Blue and Green Lines provide service in coordination with the regular fixed route system. The service consists of two (2) routes, Eastbound and Westbound, and operates between 6:00 AM and until approximately 6:30 PM Monday through Friday in the City of El Centro.

There is also an intra-city circulator called the IVT- Gold Line in the City of Brawley. The Gold Line provides service in coordination with the regular fixed route system. The service consists of one (1) route, Eastbound, and operates from 6:00 AM until approximately 7:00 PM Monday through Friday in the City of Brawley.

The service fleet will consist of ten (10) cutaway buses, a van, and an MV1. Eight of the cutaways and the van will be in revenue service, based on demand and optimum utilization of resources.

The successful OFFEROR will participate in multiple bi-lingual public outreach events organized by ICTC or a marketing consultant to distribute information and assist ICTC with the project start-up and implementation. Public Outreach events thereafter will be conducted on an as-needed basis.

Quarterly management team meetings are conducted with ICTC staff throughout the term of this contract. The OFFEROR shall present performance-related and operational information including but not limited to operational statistics, maintenance data, no-show rate, and other items for ICTC's review and consideration.

The region has been declared to be under the *Urban Bus Fleet Rule* and the *Transit Fleet Rule* by the California Air Resources Board. In 2023, ICTC examined the use of alternative fuel for the transit systems. It was recommended that ICTC consider pursuing Hydrogen Fuel Cell Buses as its primary zero-emission vehicle while electric vehicles can receive consideration for shorter localized routes. ICTC currently utilizes ultra-low sulfur diesel fuel vehicles for fixed routes and ADA paratransit service operations. For the purposes of this project, diesel, gasoline or alternative fuel-powered vehicles for administrative and maintenance purposes are acceptable. OFFERORS must make the arrangements for the procurement of fuel and maintenance of ICTC-owned vehicles. OFFEROR will make every effort to procure the most cost-effective fuel. ICTC will monitor procurement of fuel by the OFFEROR.

The ICTC desires to sign a five (5) year, fixed-price (per revenue hour) contract, effective from the anticipated service start date of July 1, 2024, with two (2) one-year extension options. An itemized price sheet is required from the OFFEROR for the full seven (7) year period.

It is ICTC's practice to have its transit offeror retain the farebox collection, as well as, the ticket, pass, or coupon sales. The cash management process requires that the OFFEROR have a secure,

double custody counting system with daily banking deposits. A detailed accounting is provided with the OFFEROR's monthly invoice in arrears for the remaining requested subsidy or payment amount. ICTC staff will monitor this process periodically and an independent accountant will verify the cash management process as a part of the annual fiscal audit.

Within that contract will be a 10-hour community service hour requirement per month. The community service hours "bank" is available on a first come first served basis for activities that support the mission of IVT ACCESS. ICTC will manage the use of the "bank" for unique community services i.e. disabled student services events at the local community college etc.

In addition, in the event of a major local emergency, the OFFEROR shall make transit facilities, vehicles and equipment, and communication resources available to the degree possible for emergency assistance. Line of Instruction will first and foremost be with the ICTC. However, in the event that contact cannot be established, the OFFEROR shall take instruction from the organization, i.e., the County's Office of Emergency Services (OES) field site that has assumed responsibility for the evacuation and/or transport of injured and ambulatory wounded and movement of persons to food and shelter facilities.

Insurance types and limits required for this contract are located in the standard contractual agreement attached in Appendix J. Each transit service contract with ICTC requires its own insurance certificate with the name of the transit service by name.

During the term of this contract, ICTC has plans to develop/construct a transit operations and maintenance facility. In the meantime, the OFFEROR will be required to provide a facility for all aspects of bus operations and administration, including in-house maintenance during the term of this contract. The incumbent operator is located at a leased facility at 792 E. Ross Rd, El Centro Ca. 92243. The private land owner has indicated that they will continue to lease the facility for the use of public transit services. ICTC is not the current leaseholder and will not enter into a property lease for this purpose. OFFERORS are not required to use this facility. OFFERORS are encouraged to contact the property owner directly should there be interest in the use of this facility.

Dispatch and communications software/hardware is currently in use for the service. The current OFFEROR provides the existing dispatching and reservation software. OFFEROR may be required to provide dispatching/reservation software. Radios are also used however, ICTC does not own the the radios. OFFERORS can recommend alternatives and introduce technology not currently in place; however, the alternatives must be effective and economical, compatible with future transit service plans, minimize disruption of start-up of services, and contain or reduce costs if practical. ICTC will review but is not obligated to accept any recommendations.

ICTC has several RFPs out at this time for public transit services including:

IVT, fixed route bus service

IVT ACCESS, ADA paratransit service

IVT MedTrans, non-emergency transportation to San Diego area medical facilities

IVT RIDE, intracity dial-A-ride in Brawley, Heber, Calexico, El Centro, Imperial, and the West Shores communities.

Calexico On Demand, intracity micro-transit service

ICTC is interested in retaining the existing consolidated nature and operational efficiency currently in place for the four primary services, under one OFFEROR. There are economies of scale and cost savings attributed to the consolidation of operational, dispatch, maintenance, and administrative facilities.

Therefore, OFFERORs interested in all four of the service contracts are required to submit separate subtotal price sheets for each of the four transit services, and a grand total pricing sheet. All responses will be considered, however, ICTC cannot guarantee to accept any OFFEROR's proposals, recommendations and cost estimates.

In the event that the successful OFFEROR is not the current operator of the service, a vehicle turnover inspection process will be conducted to ensure the vehicles are brought to vehicle industry standards, match contractual requirements, as well as, meet industry standard State of Good Repair. Please see the vehicle fleet and turnover inspection document in Appendix I.

In addition, the successful OFFEROR will be required to offer employment to the qualified employees who meet the minimum qualifications in the job descriptions of the *IVT ACCESS*, of the current operator and are in good standing of the current operator who may otherwise be laid off as a result of a contract award.

Therefore, in order to be in accordance with State Labor Code Section 1072, ICTC will offer an additional 10% preference in the scoring and evaluation process, if the OFFEROR declares as part of their proposal for a service contract whether or not the OFFEROR will agree to retain the employees of the prior transit offeror for a period of not less than 90 days. This 10% preference will be added to the total score on the proposal evaluation sheet.

In addition, the successful OFFEROR is highly encouraged to offer employment to management or supervisory level employees that would maintain the level of service, institutional knowledge of the customer service base and the locations served.

All drivers and first line customer contact staff, are required to be bilingual in Spanish and English. In the event of a contract transition, existing drivers and existing customer contact staff of current operator who otherwise meet the hiring requirements but are not bilingual, may be able to be grandfathered into the new service contract.

Any contract resulting from this RFP will be financed with funds available to the ICTC. Such funds may include Federal Transit Administration (FTA) Section 5307, 5310, 5311 Grants, Transportation

Development Act (TDA) and Local Transportation Authority (LTA) funds. For all procurement activities and third-party contracts, OFFERORS and sub-contractors must comply with:

- A. 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,
- B. FTA Circular 4220.1F- Third Party Contracting Guidance, and
- C. FTA Best Practices Procurement Manual.

The contract is contingent upon the receipt of federal and State funds by ICTC. In the event that funding from these sources is eliminated or reduced, ICTC reserves the right to terminate any contract or modify it accordingly. ICTC will notify OFFEROR in writing thirty (30) days in advance of the date such actions are to be implemented.

This RFP does not commit the ICTC to award a contract or pay any costs associated with the preparation of a proposal. The ICTC reserves the right to cancel this RFP in part or in its entirety, should this be in the best interest of the ICTC.

This service may be operated in conjunction with other services operated locally by the OFFEROR. However, this contract will require that resources including vehicles and staff that are dedicated to this contract not be utilized for other purposes without prior written authorization from the ICTC.

V. PROPOSAL SUBMISSION

A. SUBMISSION

By submitting a proposal, the OFFEROR represents that it has thoroughly examined and familiarized itself with the services required, and states that it is capable of performing said services. OFFEROR, by submitting a proposal, declares itself to be qualified and experienced in the field of public ADA paratransit operations.

Additional service opportunities and/or reasonable recommendations for alterations or changes in services made by a OFFEROR in a proposal shall all be considered. However, ICTC is not required to accept any suggestions or recommendations for any changes to service.

B. DATE/TIME PROPOSAL DUE

Proposals are due on **March 29th, 2024 on or prior to 3:00PM**. Proposals received after this date and time will be rejected and unopened.

C. ICTC ADDRESS

Proposals are to be mailed/delivered to:

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

D. GENERAL FORMAT FOR PROPOSAL SUBMITTAL

Proposals shall be submitted in two (2) sealed packages. Each package shall be clearly marked 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. See Section VI. A. 1. for specific instructions regarding proposal page limit.

1. OFFEROR shall submit package No. 1 with one (1) original and four (4) copies each marked “*IVT ACCESS* Technical Proposal”. The package shall bear the OFFEROR’s name and address.
2. OFFEROR shall submit package No. 2 with one (1) original and four (4) copies in a sealed envelope marked “*IVT ACCESS* Price Proposal”. The envelope shall bear the OFFEROR’s name and address.

E. ACCEPTANCE OF PROPOSALS

The ICTC reserves the right to accept or reject any and all proposals or any item or part therein, or to waive any irregularities or informalities in any proposal. The ICTC reserves the right to withdraw this RFP at any time without prior notice. The ICTC makes no representation that any contract will be awarded to any OFFEROR responding to this RFP.

F. PRECONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by the OFFEROR in preparing, submitting and/or negotiating or expenses incurred prior to the date of award. The ICTC shall not be liable or responsible for pre-contractual expenses. OFFERORS shall not include any such expenses in any part of the proposal.

G. JOINT PARTICIPANT PAYMENTS

The ICTC will review the options of contracting with a single or multiple OFFERORS. ICTC will examine any economies of scale and service efficiencies such as single administration and management, coordinated or consolidated maintenance, coordinated or consolidated dispatching etc.

Where two or more OFFERORS desire to submit a single service proposal, this should be done on a prime-subcontractor basis. The ICTC is not responsible for the payments made by the prime to the subcontractor.

H. CONTRACTUAL AGREEMENT

The contract agreement will be with the ICTC, and will incorporate the Scope of Work and the technical and price proposals. The final contract agreement may be modified to reflect the result of final negotiations with a best and final offer.

The OFFEROR's inability or unwillingness to meet any requirements set forth as a condition must be identified and stated as an exception in a section in the proposal with sufficient explanations and references to the location or page number in the RFP.

I. FUTURE CONTRACTUAL SERVICE ADJUSTMENTS

After a contract has been signed, service levels may fluctuate. The service level may require the addition or deletion of service hours to accommodate ridership demand. Adjustments may take place to the routes, days or hours that will affect the service level. The ICTC or the OFFEROR may initiate a discussion to adjust the level of service. If necessary, ICTC will then develop a modification to the contract agreement and adjust compensation using the identified cost per hour per the pricing originally agreed to for the corresponding fiscal year, and as stated in the OFFEROR's multi-year proposal.

Changes will not be made to the contract during the first thirty (30) days of operation. Changes may not be made unilaterally or solely at the request of a passenger.

VI. PROPOSAL CONTENT

A. PROPOSAL CONTENT AND REQUIRED INFORMATION

1. Presentation

Proposals should be typed and submitted on eight-and-a-half inch (8 ½") by eleven (11") inch size paper unless absolutely necessary for tables or charts etc., using a binder and with

appropriate signatures. Proposal shall not exceed 100 pages in length. The 100 pages can be double sided. The 100 page maximum requirement does not include section dividers, required forms, Letter of Transmittal, written policies and procedures, or the price proposal. The presentation style should be concise without lengthy narrative and elaborate promotional materials.

2. Letter of Transmittal/Executive Summary

The letter of transmittal shall be addressed to David Aguirre, Executive Director, and must at a minimum contain the following:

- i. Identification of the OFFEROR, including legal name, legal form of company, address, email address, fax and telephone numbers;
- ii. Identify that the proposal is for the ICTC paratransit service “**IVT ACCESS**”;
- iii. Number of years the OFFEROR’s company has been in business;
- iv. If applicable, proposed working relationship between the OFFEROR and subcontractors who supply or provide services that are ten percent (10%) or greater of the total component costs and provide the subcontractors name, address and telephone numbers;
- v. Acknowledgement of receipt of all RFP addenda, if any;
- vi. Name, title, address, telephone number, and e-mail address of contact person during period of proposal evaluation;
- vii. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal; and
- viii. The signature of a person authorized to bid/negotiate the terms of the proposal.

3. Technical Proposal

a. Qualifications and Related Experience

This section of the proposal should establish the ability of the OFFEROR to satisfactorily perform the required work by demonstrating experience in performing work of a similar nature; competence in the services to be

provided; strength and stability of the OFFEROR; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

- i. Provide a brief profile of the OFFEROR, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- ii. Provide a general description of the OFFEROR's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger, and potential labor disputes) that may affect the OFFEROR's ability to complete the project. An audited financial statement, a Dun & Bradstreet report or a one (1) page summary from a licensed Certified Public Accountant shall be submitted. The statement shall clearly identify the financial status and condition of the OFFEROR's immediate business entity, as well as the overall company. The document(s) provided should be dated no more than twelve (12) months prior to the date of submission.
- iii. Describe the OFFEROR's experience in performing work of a similar nature to that solicited in this RFP. Include, at a minimum, name of the contracting agency type of service(s) provided, contract period, annual revenue miles or hours, quantity, size and fuel of vehicles used, and the name, address and telephone number of a contact person.
- iv. If applicable, identify subcontractors and suppliers who provide supplies or services that are ten percent (10%) or greater of the total services costs by company name, address, contact person, telephone number and project function. Describe the OFFEROR's experience working with each subcontractor or supplier and information specific to the subcontractor's qualifications to perform the identified services.

b. Project Staffing and Project Organization

This section of the proposal should establish the method which will be used by the OFFEROR to manage the project and subcontractors as well as identify key personnel assigned.

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- i. Submit a project organization chart which clearly shows all communication/reporting relationships among the project staff, subcontractors and suppliers and assigned work tasks.
 - ii. Provide name(s) and resumes of the proposed General Manager and all key personnel that will be assigned to the ICTC's project including the Management Team. Should names for key personnel outside of the General Manager not be available, please identify quantity and roles of proposed management staff. Describe the roles and abilities of each member of the team. The OFFEROR should demonstrate how responsiveness will be ensured and should indicate the percent of time each individual is dedicated to this project, and other non-ICTC projects, if applicable.
 - iii. Include the statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the ICTC.
 - iv. Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project for each position category. Indicate the number of full-time and part-time employees for all operations (include numbers for subcontracted work).

c. Work Plan

The OFFEROR shall develop a detailed narrative which addresses the Scope of Work requirements and shows the OFFEROR's understanding of the Local environment and relevant laws and ICTC's requirements. Throughout the narrative, the OFFEROR should include references for each section in the Scope of Work that refers to the requirements.

i. Start-up and Ongoing Service Operations

Provide a comprehensive detailed service start-up and ongoing service operations plan to include a discussion of the following: personnel recruitment processes and procedures (including criteria for employee hiring and retention); facility considerations (selection, utilization, functionality); day-to-day

operating approaches, considerations and key issues; procedures for handling emergencies and unforeseen situation relative to paratransit operations (e.g., traffic congestion, accidents). OFFERORS should quantify the difference between vehicle revenue service hours and the deadhead hours in the service plan section of their proposal submittal to demonstrate the viability of the proposed site location.

OFFERORS should demonstrate their capability to complete service start-up activities in a timely fashion and should demonstrate their knowledge of maintaining a smooth-running operation.

This service start up should also address any transitional issues between OFFERORS. Provide plans of the proposed transition of the employees to OFFERORS firm.

ii. Facilities and Equipment

Provide a complete description of operational facilities and equipment available and/or planned for use. This description should include the location(s) and Start-up and Ongoing Service Operations

The OFFEROR should include a detailed implementation schedule that demonstrates how the service will be implemented, configuration(s) of facilities proposed and plans for space utilization in accordance with requirements outlined in the Scope of Work.

iii. Vehicles

ICTC will provide cutaway style paratransit vehicles and a van for the revenue service hours operation. Identify other quantities and types of supervisory/maintenance vehicles.

iv. Personnel Training and Testing

The OFFEROR shall include a detailed training program and schedule to the ICTC demonstrating how personnel (including drivers, mechanics and other support personnel as applicable) will be trained and tested prior to and after the start-up of service

operations. Initial driver training is required to meet State, Federal and Local regulations.

v. Maintenance Plan

It is preferred that the OFFEROR complete maintenance services in-house. The OFFEROR must describe their proposed maintenance

service procedures in detail through a comprehensive vehicle and equipment maintenance plan. The maintenance plan must include a discussion of the specific locations, actions and work necessary to ensure that a high-level of vehicle maintenance and vehicle availability is maintained with *IVT ACCESS* vehicles throughout the duration of the Agreement.

vi. Written Policies and Procedures

The OFFEROR must provide one (1) copy of all written policies and procedures to be included in a separate binder from the Technical Proposal. These policies provided are not subject to the 100 page maximum proposal page limit. These policies should include, but not be limited to the following:

- Drug and Alcohol Policy
- Injury and Illness Prevention Program
- Personnel Practices and Policies
- EEO Plan
- Vehicle Maintenance Procedures
- Security and Safety Plan
- Emergency Response

vii. Data Collection and Reporting

The ICTC has specific data and reporting requirements. The OFFEROR should describe their process for collecting and reporting operational, performance and maintenance data, and demonstrate their understanding of various daily data collection activities and reporting requirements for a federally funded system.

d. ICTC's Disadvantaged Business Enterprise (DBE) Program

OFFERORS are urged to obtain disadvantaged business enterprise (DBE) participation on this project. **The specific goal for DBE participation is 1.0% for the project.** Biannual reporting is required with Good Faith Effort (GFE) documentation. It is ICTC policy to provide disadvantaged, minority, and women-owned business enterprises, as defined in Part 26, Title 49 CFR, an equitable opportunity to participate in all contracting opportunities. ICTC's DBE Program, which includes minority and women-owned business enterprises, is designed so that contract administration, consultant selection, and all related procurement activities are conducted without regard to race, color, religion, disability, political beliefs, age, national origin, gender, or cultural background. Accordingly, no firm or individual shall be denied the opportunity to compete for ICTC contracts by reasons so stated or implied. **Offeror agrees to adhere and comply with ICTC's DBE Program as attached to this RFP.**

ICTC requires all potential ICTC consultants/offerors/subcontractors 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/offerors/subcontractors.

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

Submit a subconsultant/subcontractor list, if applicable, which lists any subconsultant/subcontractor for this project, DBE status (if applicable), scope of work, and approximate percentage of the work performed by subconsultant/subcontractor (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/subcontractor) claiming such status.

e. References

Provide a minimum of three (3) references for the projects cited as related experiences, and furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the

work performed. The OFFEROR may also supply references from other work not cited in this section as additional related experience.

f. Exceptions/Deviations

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

g. Confirmation of Addenda to this Request for Proposal

The OFFEROR shall confirm the receipt of all addenda issued for this RFP.

4. Pricing Proposal

The OFFEROR shall complete an itemized and detailed five (5) year price list with two (2) option years, and furnish any narrative required to explain the prices quoted in the schedules. The entire seven (7) years will be considered when evaluating the responses. OFFERORS are required to use the pricing proposal sheet provided in the appendices and listed on the ICTC website. Upon email request to ICTC staff, the pricing proposal sheet can be provided in email in Excel format. Subcontractors are to be listed separately. If the OFFEROR is interested in submitting a consolidated cost proposal for all services, the consolidated cost proposal should be submitted in a separate sealed envelope.

All line items in the categories of expenditure shall be clearly explained for each service indicating the variable rate per service hour and a fixed rate.

An annual fixed hourly rate per fiscal year shall apply for each vehicle service or revenue hour. The fixed hourly rate shall apply for the assigned fiscal year. Vehicle revenue hours will be calculated based upon the actual time that each revenue service vehicle is in service and available to passengers. Vehicle revenue hours shall specifically exclude deadhead hours, including time for travel to and from the first stop and after the last stop, storage facilities, fueling facilities, road tests, inspections training, personnel lunches and breaks.

The annual fixed hourly rate per fiscal year will be determined by the use of the combination of two other rates, divided by the total annual vehicle service hours.

1. A variable monthly rate shall compensate OFFEROR for all cost elements assigned to OFFEROR that can fluctuate.

2. A fixed monthly rate shall compensate OFFEROR for all cost elements assigned to OFFEROR with known quantities that are not included in the variable monthly rate.

Identify any management fees, corporate support services and profit as a separate line item. The required fare box collected in effect for each fiscal year will be subtracted from the OFFEROR's cost by the ICTC and the City, resulting in the actual not to exceed annual subsidy. The annual subsidy will be paid as a reimbursement in monthly installments to the OFFEROR.

Vague descriptions (e.g., "other staff expenses," "other operating expenses," "management support" and "support services") without adequate, reasonable description in a footnote is not acceptable and may render a proposal non-responsive to this RFP which will result in the rejection of the proposal.

If the OFFEROR decides to lease facilities, vehicles or equipment to fulfill any of the requirements for the RFP, a lease versus purchase summary must be provided that illustrates at a minimum;

1. Financial and operational comparison indicating reasons and possible advantages of lease versus purchase
2. Terms and conditions of the lease including total cost
3. Transportation, financing and installation costs as appropriate
4. Trade in or salvage value

Fuel escalators are in effect in ICTC current transit contractual agreements. Should a fuel escalator be requested, a brief statement illustrating the recommended language for the contractual agreement and the methodology for calculation can be included. There is standard ICTC language in the draft agreement attached.

The current required farebox ratio in effect is 10% for the paratransit services. The OFFEROR will retain the fare revenue and submit an invoice monthly to ICTC. The invoice will list the expenses for the month and subtract the fare revenue. ICTC will pay the resulting amount as a monthly subsidy up to the annual contracted subsidy amount. ICTC will not pay more than 90% of the costs for service annually. Each invoice must be accompanied by the required reports.

5. Marketing Plan

After the award of the contract, the OFFEROR shall work with ICTC and marketing consultant staff to develop a basic marketing plan annually, that is the equivalent to a 5% percentage of the total price proposal. This 5% is in addition to the subsidy for the transit services and is subject to annual budget approval. The marketing plan

may include: the design and publishing of a printed schedule/informational flyers, brochures, installation of unique color graphics and logos for **IVT ACCESS** on board the vehicles, printing of various transfer tickets and fare coupons, participation by OFFEROR staff in community job fairs, static displays and print ads. The use of outside on-board advertising will not be allowed, nor is the use of tobacco products or alcohol in advertising.

All artistic and budget details are subject to review and approval of the ICTC. The OFFEROR is encouraged but not required to provide concepts, alternatives and ideas for the marketing plan in their proposal. The exact cost and specific details of the marketing plan will be further refined after the award of the contract. Therefore this proposal should not include any costs associated with a marketing plan.

6. Miscellaneous Appendices

Information considered by the OFFEROR to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed into a separate appendix section. However, the OFFEROR is cautioned that this appendix is considered to be a part of the 100 page limit.

7. Drug Free Work Place

The OFFEROR shall sign and include a certification that the OFFEROR's operation and all subcontractors working under this contract will comply with all matters relating to providing a drug free workplace.

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

8. Party and Participant Disclosure Forms

In conformance with the statutory requirements of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations, Sections 18438 through 18438.8, regarding campaign contributions to members of appointed Board of Directors, the OFFEROR is required to complete the Party and Participant Disclosure Forms provided in the Annex of this RFP and submit as part of the proposal, if applicable. Both the OFFEROR and its subcontractors must complete the form entitled "Party Disclosure Form."

Forms must be completed and submitted with the proposal. Failure to complete this certification shall render a proposal non-responsive to this RFP and will result in the rejection of the proposal.

9. Affidavit of Non-Collusion

An Affidavit of Non-Collusion form must be completed and submitted with the proposal. Failure to complete this certification shall render a proposal non-responsive to this RFP and will result in the rejection of the proposal.

10. Restriction on Lobbying

As a recipient of federal funds, the ICTC is required to certify compliance with the influencing restrictions and efforts of the OFFEROR to influence federal officials regarding specific procurements in excess of one hundred thousand dollars (\$100,000) that must be disclosed pursuant to Section 1352, Title 31, United States Code.

This RFP contains the following: a certification form entitled “Certification of Restrictions on Lobbying,” and the Office of Management and Budget (OMB) Standard Form LLL entitled “Disclosure of Lobbying Activities.”

The OFFEROR is required to complete and submit the certification form entitled “Certification of Restrictions on Lobbying” whether or not any lobbying efforts took place. If the successful OFFEROR did engage in lobbying activities, then OMB Standard form LLL “Disclosure of Lobbying Activities” must also be completed and submitted to the ICTC.

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

11. DBE Forms

Forms 1 and 2 provided in the Imperial County Transportation Commission DBE Program must be completed and submitted with the proposal. Failure to complete these documents shall render a proposal non-responsive to this RFP and will result in the rejection of the proposal.

12. Public Records Policy

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 OFFEROR 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 OFFEROR. The ICTC will use its best efforts to inform the OFFEROR 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 OFFEROR 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 OFFEROR’s proposal marked “Confidential” or “Proprietary,” the OFFEROR 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 OFFEROR 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. PRE-SUBMITTAL ACTIVITIES

A. Non Mandatory Pre-Proposal Meeting and Questions Concerning Request for Proposals

The non-mandatory pre-proposal conference will be held at **9:30AM on March 15, 2024** 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.

Questions must be received in writing via mail, facsimile, E-mail or hand delivery no later than **3 P.M. local time, on March 13, 2024** addressed to:

Gustavo Gomez, Assoc. Transportation Planner /Regional Mobility Coordinator
Imperial County Transportation Commission
1503 N. Imperial Ave. Suite 104
El Centro, CA 92243
760-592-4494
e-mail: gustavogomez@imperialctc.org

B. Revision/Addendum to the Request for Proposals

Clarification desired by the OFFEROR relating to definition or interpretation shall be requested in writing via mail, fax or email with sufficient time to allow for a response and prior to the date RFPs are due, and will be made in the form of an addendum. Oral explanation or instructions shall not be considered binding.

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

VIII. ADDITIONAL CONDITIONS

A. Reservations

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

B. Right to Cancel

ICTC reserves the right to cancel for any reason, in part or in its entirety, this RFP. If ICTC cancels the RFP prior to the deadline for proposals a notification will be placed on ICTC's Web site. www.imperialctc.org

IX. RESPONSIBILITIES OF THE ICTC

- A. The ICTC will administer the service contract, provide management oversight, coordinate quarterly IVT ACCESS Management Team meetings and other communications.
- B. The ICTC will pay an agreed upon amount within 30 days after submittal of the complete invoice(s).

X. EVALUATION AND AWARD

A. EVALUATION CRITERIA

RFPs will be evaluated based on the following criteria:

1. Project Technical and Related Experience (20%)

Technical experience in performing paratransit work of a similar nature; experience working with public or governmental agencies; strength, stability, experience and technical competence of OFFEROR and subcontractors to perform and meet all management and operating requirements.

2. Methodology and Approach (25%)

Depth of the OFFEROR's understanding of the ICTC's requirements and overall quality, logic, clarity and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet the project deadlines; reasonableness of proposed start-up plan; logic of project organization and adequacy of labor commitment and utility of suggested technical or procedural innovations.

3. Staff Qualifications and Disadvantaged Business Enterprise (DBE) (15%)

Qualifications of project staff, particularly key personnel and the Project Manager; key personnel's level of involvement in performing related work; effort to secure DBEs.

4. Facilities and Equipment (15%)

Suitability/availability of proposed facilities, maintenance/supervisory vehicles and equipment.

5. Price/Cost (20%)

Reasonableness and competitiveness of the total price with other offers received; adequacy of data provided in support of figures quoted and the basis on which prices are quoted.

6. Completion of Response and References (5%)

Completeness of response in accordance with RFP instructions; references for similar work

7. State Labor Code Section 1072 (10%)

ICTC will offer an additional 10% preference in the scoring and evaluation process, if the OFFEROR declares as part of their proposal for a service contract that he or she will agree to retain the employees of the prior transit offeror for a period of not less than 90 days.

B. EVALUATION PROCEDURE

The ICTC will arrange for an Evaluation Committee to conduct proposal review and scoring. The Committee may be comprised of various staff from the ICTC, the Metropolitan Planning Organization - the Southern California Association of Governments (SCAG), Caltrans and involved Social Service Agencies. The Evaluation Committee may utilize a two (2) step selection process in that OFFERORs that submit proposals deemed responsive may be contacted for oral interviews prior to final selection.

The Evaluation Committee will review all proposals deemed “Responsive” and determine if qualifications are met. A Best and Final Offer may be issued by ICTC staff after the proposals are submitted but before contract award. During the evaluation period, the Evaluation Committee reserves the right to conduct site visits or inspections of some or all of the OFFEROR’s facility.

If an oral interview is scheduled, the project manager or a suitable alternative within the proposal team is required to be present. The project manager must be able to demonstrate that his or her team is the best suited for the project. The OFFEROR may not utilize business development or other corporate marketing staff exclusively for the oral interview process.

Negotiations may or may not be conducted with OFFERORs; therefore, the proposal submitted should contain the OFFEROR’s most favorable terms and conditions, since the selection and recommendation may be made without discussion with any OFFEROR.

C. AWARD

The ICTC Executive Director will submit a final recommendation to the ICTC Commission for the final approval regarding a contract award.

D. NOTIFICATION OF AWARD AND DEBRIEFING

OFFERORS who submit a proposal in response to this RFP shall be notified in writing regarding the identity of the OFFEROR that was awarded the contract. Such notification shall be made within ten (10) days of the date the contract is awarded. OFFERORS not recommended can schedule a debriefing by ICTC staff on their proposal, after the award of the contract.

XI. PROTESTS

ICTC will consider all protests regarding the contracting process or the award of a contract submitted by 3:00 P.M. on the deadlines discussed below. ICTC will only review protests submitted by an interested party. A protest must be made in writing, contain an original signature and must be mailed ICTC. Protests which do not strictly comply with ICTC's protest procedures will be rejected.

If deemed necessary, ICTC shall notify all interested parties of record that a protest has been filed and that the award has been postponed until further notice. If necessary, interested parties 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 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 Protester must demonstrate or establish a clear violation of a specific law or regulation.

If the Protester 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.

A. Protest Procedures

Pre-Proposal Protests

Direct protests concerning the process or the content of the RFP package must be filed on or before the date the response is due. Untimely protests will be rejected.

Protests must be in writing via mail to:

Gustavo Gomez, Assoc. Transportation Planner/ Regional Mobility Coordinator
Imperial County Transportation Commission
1503 N. Imperial Ave. Suite 104
El Centro, CA 92243

Post-Proposal Protests

Direct protests concerning the post-proposal process must be filed within three days before the award. Untimely protests will be rejected.

Protests must be in writing via mail to:

Gustavo Gomez, Assoc. Transportation Planner/ Regional Mobility Coordinator
Imperial County Transportation Commission
1503 N. Imperial Ave. Suite 104
El Centro, CA 92243

Post-Award Protests

Direct protests concerning the post-award process must be filed within three days after the award. Untimely protests will be rejected.

Protests must be in writing via mail to:

Gustavo Gomez, Assoc. Transportation Planner/ Regional Mobility 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 relevant material submitted by the Protester 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 Protester 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 an interested party has exhausted all administrative appeal remedies made available by ICTC, an interested party may appeal to the California Department of Transportation (Caltrans) in writing and via mail only. The deadline for pre-proposal appeals to Caltrans is 3:00 pm, April 18, 2024. The deadline for post-proposal appeals to Caltrans is 3:00 pm, May 20, 2024. The deadline for post-award appeals to Caltrans is 3:00 pm, May 26, 2023

An appeal to Caltrans must be received or postmarked ten (10) calendar days (includes mailing time) from the date of protest decision.

*Requirements for the Protester. The protester must:

(a) Qualify as an "Interested Party" Only an "interested party" qualified for Caltrans review of its appeal. An "interested party" is a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the third party contract at issue.

Caltrans limits review of appeals to:

- ICTC failed to follow its own protest procedures or failed to review a complaint or protest.
- Violations of the Federal or State law or regulations.

Appeals to Caltrans must:

- State the name and address of the interested party.
- Identify ICTC responsible party for the RFP process.
- A statement of the grounds for appeal and any supporting documentation.

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- A copy of the protest filed with ICTC and a copy of ICTC's decision, if any.
 - Indication of the desired ruling or relief from Caltrans.

Direct Appeals via mail only to:

The California Department of Transportation
Division of Local Assistance, MS-39
FTA Programs Procurement Oversight Branch
Attn: Mr. Frank Nevitt
PO BOX 942874
Sacramento, CA 94272-0001

Send a copy of the appeal via mail only to the Imperial County Transportation Commission.

APPENDICES:

- A. Scope of Work
 - A-1 IVT Performances Standards
 - A-2 IVT Fleet
 - A-3 Table of Incentives or Penalties
 - A-4 Fare Collection Policy
 - A-5 ICTC DBE Program
- B. Sample Proposal Evaluation Form
- C. Proposal Pricing Sheet
- D. Three Years of Operational Statistics
- E. Monthly/Annual Report Format
- F. Required Forms
- G. Incumbent Staff Salaries and Benefits
- H. IVTA Service Brochure
- I. Vehicle Turnover Inspection
- J. Draft Contractual Agreement
 - J-1 Contract Clauses