

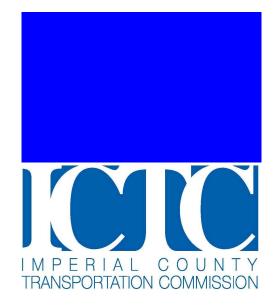
## IVT/IVT Access

Public Outreach and Marketing Services Request For Proposal FY 2022-25

#### Requested by:

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

PHONE: 760-592-4494 FAX: 760-592-4410 davidaguirre@imperialctc.org



#### THE IMPERIAL COUNTY TRANSPORTATION COMMISSION

## Request for Proposals For FY 2022 – 2025 IVT/IVT Access Public Outreach and Marketing

#### I. INTRODUCTION

Imperial County Transportation Commission (ICTC) is seeking the services of an individual or firm to develop and implement public marketing and advertising services for established fixed-route transit and paratransit services called *IVT/IVT Access*. 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 fixed route and 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 <a href="www.ivtransit.com">www.ivtransit.com</a> and www.ivtracess.org.

A contract award for the specific marketing services listed in this RFP is expected to be awarded by the Commission but is contingent upon the continuation of the fixed route and paratransit services contracts. Should the services be discontinued, 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.

The Imperial County Transportation Commission shall hereinafter be referred to as "ICTC". The contract will be regulated according to the provisions including but not limited to generally recognized transit industry standards, the Federal Transportation Administration (FTA), the Americans with Disabilities Act (ADA), Transportation Development Act (TDA) as amended, and other applicable Federal, State and local laws or regulations.

#### 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 intracity circulator public bus systems. In addition, ICTC administers third-party contracts for intracity paratransit systems.

#### 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	May 3, 2022
B.	Last Day to Submit Questions Regarding RFP	May 20, 2022
D.	Proposal Due Date	June 3, 2022
E.	Provider Ranking and Staff Recommendation (non-public opening)	Week of June 6 <sup>th</sup> , 2022
F.	Oral Interviews (if utilized)	Week of June 6th, 2022
G.	Selection and Notification Award	Week of June 13th, 2022
H.	ICTC Approval of Contract	Week of June 22 <sup>nd</sup> , 2022
I.	Notice of Award/Notice to Proceed	Late June 2022 (estimate)
K.	Initial Year Marketing Plan implementation	July 1, 2022

#### IV. PROJECT SUMMARY

#### A. Project Background/Project Description

ICTC has a contract for a fixed route public transportation and paratransit service identified as *IVT/IVT Access*, branded with the colors green, blue, 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 continuation of the service. Prospective bidders for the marketing services are strongly encouraged to review the existing website to gain an understanding of the project, located at <a href="https://www.ivtransit.com">www.ivtransit.com</a> and <a hr

The *IVT/IVT Access* 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. The following information describes the services in more detail;

- IMPERIAL VALLEY TRANSIT (IVT) is a multi-faceted inter-city fixed-route transit service targeted at all persons in the Imperial Valley. The purpose of this project is to increase awareness, brand recognition and provide information and guidance to persons seeking to use the public transit service, regarding the points of contact, service locations, service hours, unique features, and availability of the service. The ultimate goal is to have a marketing plan implemented annually before the start of each fiscal year.
- IMPERIAL VALLEY TRANSIT (IVT) BLUE, GREEN, and GOLD Lines are intra-city fixed-route transit services targeted at all persons in the Imperial Valley. These routes are specific to the community that they serve. The purpose of this project is to increase awareness, brand recognition and provide information and guidance to persons seeking to use the public transit service, regarding the points of contact, service locations, service hours, unique features, and availability of the service. The ultimate goal is to have a marketing plan implemented annually before the start of each fiscal year.
- IVT ACCESS is a public paratransit service targeted at persons with disabilities. The purpose of this project is to increase awareness, brand recognition and provide information and guidance to persons with disabilities, regarding the points of contact, service locations, service hours, unique features, and availability of the service. The ultimate goal is to have a marketing plan implemented annually before the start of each fiscal year.

For any service or project developed for implementation within the Imperial Valley region, it's important to provide some geographical information. Thus, it's approximately four thousand five hundred ninety-eight (4,598) square miles. This region includes tends to have an extremely high heat condition in the desert environment during late spring, summer, and fall months. The climate is described as an arid desert with summer temperatures reaching about one hundred twenty degrees (120°) Fahrenheit. In addition, the Imperial Valley consists of agricultural land fields. Most of the area's geography is flat, at or below sea level.

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 throughout 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 intends to

be flexible to accommodate passenger demand. This means the selected proposal scope and budget may be adjusted and carried over between the years contracted, during the three years, 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 \$50,000 to \$60,000 annually. The budget is to be established in the FY 2021-22 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 July 1, 2022, through June 30, 2025. 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/IVT Access* service and the need to keep the public informed, with telephone numbers provided by the transit service provider, and any other service changes. The marketing plan should also contain a budgeted number of brochures, annual giveaway items i.e. logoed pens, sports bottles, key chains, magnets, etc.
- b. Implement informative bilingual public outreach and marketing strategy approved by ICTC for the *IVT/IVT Access* service in July 2022.
- c. Develop/maintain a website for *IVT/IVT Access*. 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. ICTC intends to provide short notice or immediate updates when required.

#### TASK II: Develop a marketing plan for FY 2022-2023

- a. Develop an informative marketing strategy for the continued use of *IVT/IVT Access* 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 2022

#### TASK III: Develop a marketing plan for FY 2023-2024

- a. Develop an informative marketing strategy for the continued use of *IVT/IVT Access* 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 a marketing plan as approved by ICTC effective July 2023.

#### TASK IV: Develop a marketing plan for FY 2024-2025

- a. Develop an informative marketing strategy for the continued use of *IVT/IVT Access* 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 a marketing plan as approved by ICTC effective July 2024.

#### 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 letters, 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 the 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 under 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 the 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 a wholly-owned subsidiary of a "parent company," provide the legal name and form of the parent company.
- e. Address(es) of primary office(s) that will work on this project.
- f. If DBE certified, identify the 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) completed projects of a similar nature. For each completed project, provide the name of the company and project manager the proposer performed work for, telephone numbers, type of work performed, and dollar value of the contracts. A project currently being performed may be submitted for consideration as one of these references.

#### 4. Proposed Method to Accomplish the Work

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

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

Describe the proposer's experience working in the local environment and proposed local presence for interfacing with ICTC's Project Coordinator. The environment includes, but is not limited to: cities, county, and other local agencies' regulations and policies. Describe 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 the role and responsibility of prime consultants and all sub-consultants, including DBE sub-consultants. 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 the prior written approval of ICTC. Subconsultant letters of commitment are required.
- b. Describe the experience of the proposer's project team in detail, including the team's project manager, and other key staff members, on projects of similar size, capacity, and dollar value. For each similar project, including the client's name and telephone number. It is ICTC's policy to interview the proposer's references.

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

- a. Proposers are required 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, 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 sub-consultant list, if applicable, which lists any sub-consultants for this project, DBE status (if applicable), the scope of work, and approximate percentage of the work performed by sub-consultants (as a percentage of the total award to the prime consultant). Under 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 sub-consultant) claiming such status.

#### 8. Previous Contracts with ICTC

The proposer shall submit a list that indicates all prime contracts and/or

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

#### 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 in 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 sub-consultants are not currently, and will not, during the performance of these services, participate in any other similar work involving a third party with interests currently in conflict or likely to 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 sub-consultant 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 the 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 a 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 under 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 <u>not</u> contained in envelopes and prominently marked.

#### VII. SUBMITTAL REQUIREMENTS

- A. Proposals shall be submitted in two (2) sealed packages. Each package shall be 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/IVT Access 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/IVT Access 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 **June 3, 2022,** at the office of:

David Aguirre, Interim 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 marked on the outside of each package.
  - 1. Name of proposer
  - 2. Project title
  - 3. Package Number (e.g., 1 of 2)
- E. Failure to comply with the requirements of the RFP may result in disqualification. ICTC is not responsible for finding, correcting, or seeking clarification regarding ambiguities or errors in proposals. If a proposal is found to contain ambiguities or errors, it may receive a lower score during the evaluation process. ICTC reserves the right to disqualify a proposed detailed cost estimate with mathematical or clerical errors, inconsistencies, or missing information that prevents 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 after the hour and date specified above will not be considered.

#### VIII. PRE-SUBMITTAL ACTIVITIES

#### A. Questions Concerning Request for Proposals

Questions must be received in writing via mail, facsimile, e-mail, or hand delivery no later than 3 P.M. local time, on **May 20, 2022**, addressed to:

David Aguirre, Interim Executive Director Imperial County Transportation Commission 1503 N. Imperial Ave. Suite 104 El Centro, CA 92243 760-592-4494

e-mail: davidaguirre@imperialctc.org

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

ICTC reserves the right to revise or cancel the RFP or issue an addendum before the date that proposals are due. Revisions, cancelations, or addendums to the RFP shall be posted on the ICTC website at <a href="https://www.imperialctc.org">www.imperialctc.org</a> at least one full business day before 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 the 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 the 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 under 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 its entirety, this RFP. If ICTC cancels the RFP before 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/sub-consultants. See Standard Sample Agreement for Services in the Attachments for any additional information and required certifications by consultants and their sub-consultants.

#### 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 to avoid the need for readvertisement 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:

David Aguirre, Interim Executive Director 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 promptly 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 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 a protest filed with the 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 the local agency's decision, if any.
- 5. Indication of the desired ruling or relief from the 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

### **APPENDIX A**

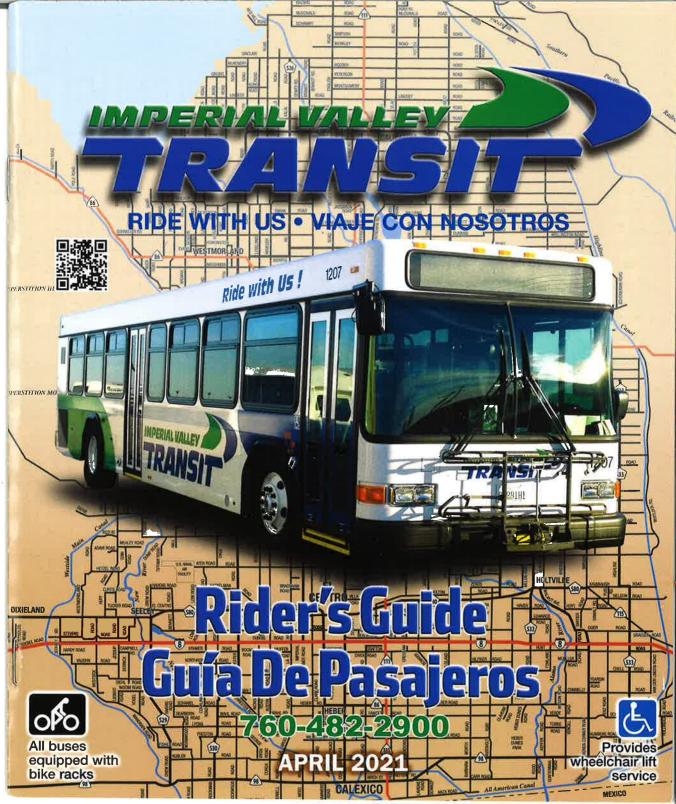
# SAMPLE PROPOSAL EVALUATION FORM

### PROPOSAL EVALUATION FORM DATE:\_\_\_\_\_ EVALUATOR:\_\_\_\_\_ RESPONDENT: PROJECT: IVT/.IVT Access Public Outreach and Marketing Project CRITERIA MAXIMUM POINTS **SCORE** 1. Project Technical and Related Experience 20 2. Methodology and Approach 30 3. Staff and Team's Qualifications 25 4. Price/Cost 15 6. Completeness and References 10 **TOTAL SCORE:**

Comments:

### **APPENDIX B**

### **CURRENT SERVICE BROCHURE**

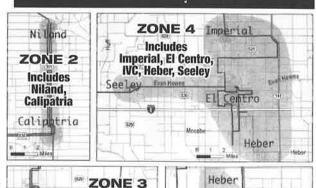




Viaje con Nosotros

Ride with Us

### FARE ZONES



Includes

Westmorland

& Brawley

Brawley

**ZONE 1**Includes Bombay Beach
& Spa's

Westmorland

ZONE 6 Holtville

ZONE 5

Includes Heber, Calexico

Calexico

## FARES ONE WAY PER ZONE

	_
Local Zone Fare \$1.00	)
Senior/Disabled Local Zone\$0.50	)
Regional Zone Fare\$1.25	;
Senior/Disabled Regional Zone \$0.60 Seniors with Medicare ID, Age 60 years and older are priced half fare	)
Direct	)
VC ExpressStudents \$1.25	,
VC ExpressNon-Students \$1.75	,
Fast Trip	,

Driver not allowed to give change.
Please have exact change

#### TABLE OF CONTENTS

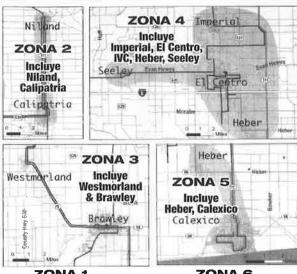
#### **TICKET BOOKLETS**

20 Ride Student \$25.00
******To be used on Express Routes Only******
20 Ride Local Zone \$16.00
20 Ride Regional-Zone \$20.00
20 Ride Senior/Disabled Local Zone \$10.00
20 Ride Senior/Disabled Regional Zone \$12.00
Discounted ticket booklets can be purchased at the city halls in Brawley, Calipatria, El Centro, Holtville, Imperial and Westmorland as well as at the Imperial Valley College Parking Control Office, and Imperial

(760) 482-2900 1-800-804-3050 www.ivtransit.com

Valley Transit, 792 E. Ross Road, El Centro, CA.

### ZONAS DE TARIFAS



ZONA 1 Incluye Bombay Beach & Spa's ZONA 6 Holtville

## TARIFAS UN SOLO SENTIDO, POR ZONA

Cuota para Una Zona\$1.00
Gente mayor de 60+ e incapacitada
Cuota para Una Zona\$0.50
Cuota de Regional Zonas \$1.25
Gente mayor de 60+ e incapacitada
Cuota para Regional Zonas \$0.60
Gente mayor con ID de Medicare, 60 años y mayores tienen mitad de tarifa
Directo
IVC Expreso Estudiantes \$1.25
IVC ExpresoNo Estudiantes \$1.75
Viaje Rápido

Al chofer no se le permite dar cambio Favor de tener el cambio exacto

#### CONTENIDO

OUITIEITIE
Imperial County Map INSIDE FRONT COVER-1
Calendario
1 South EL CENTRO - CALEXICO 6-7
1 North CALEXICO - EL CENTRO 8-9
2 South NILAND - EL CENTRO 10-11
2 North EL CENTRO - NILAND 12-13
3 East EL CENTRO - HOLTVILLE
3 West HOLTVILLE - EL CENTRO15
4 West EL CENTRO - SEELEY - OCOTILLO
4 East SEELEY - EL CENTRO - OCOTILLO
21 IVC Express CALEXICO - IVC 18
22 IVC Express NILAND - IVC
31 Directo BRAWLEY - CALEXICO
32 Directo CALEXICO - BRAWLEY 20
Calexico / Brawley Maps2
41 Brawley Fast
51 BOMBAY BEACH - BRAWLEY
DOWNALL DENOTE - DIAWLET

#### **CARTERA DE BOLETOS**

20 viajes para estudiantes \$25.00	)
*****Para uso en Rutas Expreso únicamente***	*
20 viajes para Una Zona\$16.00	)
20 viajes para Regional Zonas \$20.00	)
20 viajes Gente mayor de 60+ e incapacitada	
Una Zona \$10.00	)
20 viajes Gente mayor de 60+ e incapacitada	
Zona Regional\$12.00	)
La cartera de boletos de descuento puede se	r
comprede on la Oficina del Avuntomiento d	_

La cartera de boletos de descuento puede ser comprada en la Oficina del Ayuntamiento de Brawley, Calipatria, El Centro, Holtville, Imperial y Westmorland, al igual que la Oficina de Parking Control de Imperial Valley College e Imperial Valley Transit, 792 E. Ross Rd., El Centro, CA.

LLAMAR AL CENTRO DE INFORMACION

(760) 482-2900 1-800-804-3050 www.ivtransit.com

### RULES TO RIDE BY Children under 5 years of age are free



- No Hazardous Materials
- No smoking, please
- Radios, music devices and cellphones must be in silent mode or with headphones
- Shirts & shoes required
- · No eating, beverages in plastic containers with screw on lids or sports bottles only
- We are not responsible for items left behind

Alcohol/Cigarrettes: Smoking or possession of an open alcoholic beverage or consumption is strictly prohibited on all IVT vehicles. Violations could result in dismissal from transit service for the trip and/or exclusion from transit system.

**Behavior:** Do not interfere with the bus operator while operating the vehicle. No loud, profane, threatening or disruptive speech.

Children under the age of 12 must be accompanied by someone 13 years of age or older.

Pets are not allowed except in carriers that can fit in your lap, with the exception of service animals.

Any items you carry on to the bus must fit in your lap or under your seat. Your belongings may not block aisles or take up seat space reserved for other passengers.

#### 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 excluded from participation in, or denied the benefits of its services on the basis of race, color or national origin as protected 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 Ave., Suite 104, El Centro, CA 92243

## REGLAS A SEGUIR

Niños menores de 5 años de edad viajan gratis



- No Materiales Peligrosos
- Favor de No Fumar
- Radios, dispositivios de música y celulares
- Camisetas y zapatos requeridos
- No comer, bebidas en contenedores de plástico con tapas de roscas o botellas de deporte únicamente
- necesitan estar en silencio o con audífonos No nos hacemos responsables por artículos olvidados

Alcohol/Cigarros: Posesión de una bebida alcohólica abierta o su consumo dentro de un camión del IVT está estrictamente prohibido al igual que fumar. Cualquier violación a esta regla podría causar en la expulsión del servicio.

Comportamiento: Favor de no interferir con el operador del autobús mientras el vehículo este en movimiento. No estar hablando de una forma agresiva. ruidosa o grosera dentro del autobús.

Niños menores de 12 años de edad deben ser acompañados por alguien de 13 años de edad o mayores.

Mascotas no son permitidas excepto en utilizando un acarreador sobre su regazo, con excepcion de animales de servicio. Cualquier articulo que usted transporte en el camion no debera de exceder el espacio sobre su regazo o bajo de su asiento. Sus pertenencias no pueden bloquear el pasillo ni tomar el asiento reservado para otros pasajeros.

#### Título VI de la Ley de Derechos Civiles de 1964

La Comisión de Transporte del Condado de Imperial y sus operadores de tránsito se han comprometido a asegurar que ninguna persona es excluida de la participación en, o negar los beneficios de sus servicios sobre la base de raza, color u origen nacional como protegido en el Título VI de la Ley de Derechos Civiles de 1964, y como enmendado. Si usted cree que ha sido sometido a discriminación en virtud del título VI, puede presentar una queia por escrito con el Director Ejecutivo, ICTC, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243

### DAYS OF SERVICE / DIAS DE SERVICIO

		Jur	ne 20	19	W.)			*1		Jul	y 20	19		7				Augu	ıst 2	019	-	-73
S	М	Т	W	Т	F	s		s	М	T	W	Т	F	S	_	S	M	Т	W	Т	F	S
						1			1	2	3	4	5	6						1	2	3
2	3	4	5	6	7	8		7	8	9	10	11	12	13		4	5	6	7	8	9	10
9	10	11	12	13	14	15		14	15	16	17	18	19	20		11	12	13	14	15	16	17
16	17	18	19	20	21	22	1	21	22	23	24	25	26	27		18	19	20	21	22	23	24
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<b>S</b> 1 8 15 22	<b>M</b> 2 9 16 23	Mar T 3 10 17 24	<b>W</b> 4 11	<b>T</b> 5 12	6 13	7 14		<b>S</b> 5 12 19	<b>M</b> 6 13 20	Ap 7 14 21	ril 20 W 1 8 15 22	020 T 2 9 16 23	F 3 10	4 11		<b>s</b> 3 10 17	<b>M</b> 4 11 18	Ma T 5 12	y 20 <b>W</b> 6  13  20	7 14 21	F 1 8 15 22	<b>s</b> 2 9 16 23
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### **HOLIDAYS / DIAS FESTIVOS**

#### Imperial Valley Transit does NOT operate on these holidays:

New Year's Day, Jan. 1st • Martin Luther King Day, Jan. 20th • President's Day, Feb. 17th Memorial Day, May 25th • Independence Day, July 4th • Labor Day, Sept. 2nd Veteran's Day, Nov. 11th Thanksgiving Day, Nov. 28th Christmas Day, Dec. 25th

# **1** South

### **El Centro - Calexico**

### Monday - Friday

				375		
EL Centro	EL Centro	EL Centro	EL Centro	EL Centro	HEBER	CALEXICO
7th Street & State	4th Street & Brighton	El Centro Hospital	4th Street & Wake	IV Mali	Post Office	Hacienda
5:54	5:57	6:04	6:09	*	6:20	6:35
7:10	7:13	7:20	7:25	7:35	7:43	7:55
7:45	7:48	7:55	8:00	8:10	8:18	8:30
8:20	8:23	8:30	8:35	8:45	8:53	9:05
8:55	8:58	9:05	9:10	9:20	9:28	9:40
9:30	9:33	9:40	9:45	9:55	10:03	10:15
10:05	10:08	10:15	10:20	10:30	10:38	10:50
10:40	10:43	10:50	10:55	11:05	11:13	11:25
11:15	11:18	11:25	11:30	11:40	11:48	12:00
11:50	11:53	12:00	12:05	12:15	12:23	12:35
12:25	12:28	12:35	12:40	12:50	12:58	1:10
1:00	1:03	1:10	1:15	1:25	1:33	1:45
1:35	1:38	1:45	1:50	2:00	2:08	2:20
2:10	2:13	2:20	2:25	2:35	2:43	2:55
2:45	2:48	2:55	3:00	3:10	3:18	3:30
3:20	3:23	3:30	3:35	3:45	3:53	4:05
3:55	3:58	4:05	4:10	4:20	4:28	4:40
4:35	4:38	4:45	4:50	5:00	5:08	5:20
5:40	5:43	5:50	5:55	6:05	6:13	6:25
6:50	6:53	7:00	7:05	7:15	7:23	7:35
**10:20	10:23	10:30	10:35	10:40	10:43	10:55

Times in bold is only from El Centro to Calexico

\*\*Only when IVC is in session.

#### Saturday

7:10	7:13	7:20	7:25	7:35	7:43	7:55
8:10	8:13	8:20	8:25	8:35	8:43	8:55
9:40	9:43	9:50	9:55	10:05	10:13	10:25
11:20	11:23	_11:30	11:35	11:45	11:53	12:05
12:50	12:53	1:00	1:05	1:15	1:23	1:35
2:00	2:03	2:10	2:15	2:25	2:33	2:45
3:40	3:43	3:50	3:55	4:05	4:13	2:45 4:25
5:10	5:13	5:20	5:25	5:35	5:43	5:55
6:30	6:33	6:40	6:45	6:55	7:03	7:15

### Sunday

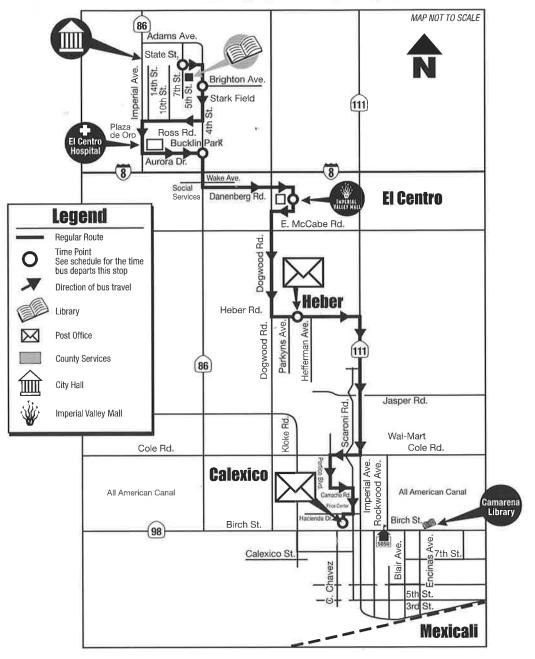
8:25	8:28	8:35	8:40	8:50	8:55	9:10
10:40	10:43	10:50	10:55	11:05	11:10	11:25
1:40	1:43	1:50	1:55	2:05	2:10	2:25
4:00	4:03	4:10	4:15	4:25	4:30	4:45

(PM - Time is shaded)

\*Does not stop at mall at this time.

# 1 South El Centro-Calexico





## **1** North

### **Calexico - El Centro**

### Monday - Friday

				100				
<b>CALEXICO</b> Hacienda	CALEXICO 3rd Street & Paulin	<b>CALEXICO</b> Rockwood & Kennedy	<b>HEBER</b> Post Office	EL CENTRO IV Mall	EL CENTRO 4th Street & Danenberg	EL CENTRO El Centro Hospital	<b>EL CENTRO</b> 4th Street & Brighton	EL CENTRO State Street & 7th Street
5:45	6:00	6:10	6:20	6:30	6:35	6:40	6:45	7:00
6:40	6:55	7:05	7:15	7:25	7:30	7:35	7:40	7:55
7:30	7:45	7:55	8:05	8:15	8:20	8:25	8:30	8:45
8:05	8:20	8:30	8:40	8:50	8:55	9:00	9:05	9:20
8:40	8:55	9:05	9:15	9:25	9:30	9:35	9:40	9:55
9:15	9:30	9:40	9:50	10:00	10:05	10:10	10:15	10:30
9:50	10:05	10:15	10:25	10:35	10:40	10:45	10:50	11:05
10:25	10:40	10:50	11:00	11:10	11:15	11:20	11:25	11:40
11:00	11:15	11:25	11:35	11:45	11:50	11:55	12:00	12:15
11:35	11:50	12:00	12:10	12:20	12:25	12:30	12:35	12:50
12:10	12:25	12:35	12:45	12:55	1:00	1:05	1:10	1:25
12:45	1:00	1:10	1:20	1:30	1:35	1:40	1:45	2:00
1:20	1:35	1:45	1:55	2:05	2:10	2:15	2:20	2:35
1:55	2:10	2:20	2:30	2:40	2:45	2:50	2:55	3:10
2:30	2:45	2:55	3:05	3:15	3:20	3:25	3:30	3:45
3:05	3:20	3:30	3:40	3:50	3:55	4:00	4:05	4:20
3:40	3:55	4:05	4:15	4:25	4:30	4:35	4:40	4:55
4:15	4:30	4:40	4:50	5:00	5:05	5:10	5:15	5:30
4:50	5:05	5:10	• •				***	€(€)
5:25	5:40	5:50	6:00	6:10	6:15	6:20	6:25	6:40
6:35	6:50	7:00	7:10	7:20	7:25	7:30	7:35	7:50
7:45	8:00	8:10	8:20	8:30	8:35	8:40	8:45	9:00
**10:55	11:10	11:23	2.4				* *	*(*)

Times in bold is only from Calexico to El Centro

\*\*Only when IVC is in session.

#### Saturday

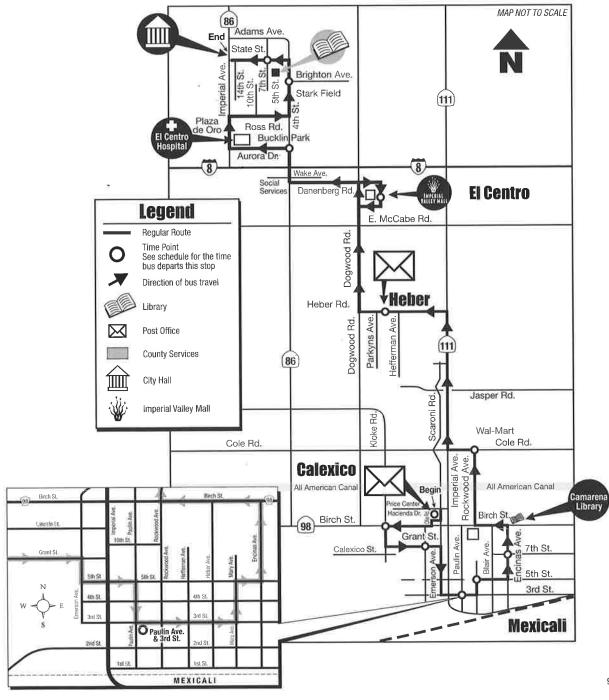
					-				
5	:55	6:10	6:20	6:30	6:40	6:45	6:50	6:55	7:10
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8	:55	9:10	9:20	9:30	9:40	9:45	9:50	9:55	10:10
10	:25	10:40	10:50	11:00	_11:10	11:15	11:20	11:25	11:40
12	:05	12:20	12:30	12:40	12:50	12:55	1:00	1:05	1:20
1	:35	1:50	2:00	2:10	2:20	2:25	2:30	2:35	2:50
2	:45	3:00	3:10	3:20	3:30	3:35	3:40	3:45	4:00
4	:25	4:40	4:50	5:00	5:10	5:15	5:20	5:25	5:40
5	:55	6:10	6:20	6:30	6:40	6:45	6:50	6:55	7:10
7	:15	7:30	7:40	7:50	8:00	8:05	8:10	8:15	8:30

### Sunday

7:00	7:15	7:25	7:35	7:45	7:50	8:00	8:05	8:15
9:20	9:35	9:45	9:55	10:05	10:10	10:20	10:25	10:35
11:25	11:40	11:50						
	12:30	12:40	12:50	1:00	1:05	1:15	1:20	1:30
2:35	2:50	3:00	3:10	3:20	3:25	3:35	3:40	3:50
4:45	5:00	5:10* Er	nds Here					

# 1 North Calexico-El Centro





## 2 South

### Niland - Brawley - El Centro

### **Monday - Friday**

Hamp   Hamp															
Name	NILAND	CALIPATRIA	MORLAND	2-2010/1924	BRAWLEY	BRAWLEY	BRAWLEY	IMPERIAL	IMPERIAL	IMPERIAL	EL CENTRO	EL CENTRO	EL CENTRO	EL CENTRO	EL CENTR
Main   Main   Center St.   Rio Vista   Palm     College   Digwood Brucher   Walmart   14th St.   7th St.	_Hwy 111	Hwy 111	Hwy 86	E St	South	Main	Pioneers	Post	IID	Imperial	E. Evan	Aten &	Cruikshank	State	State
6:00         6:10         6:22         6:37         6:40         6:50         7:00         7:12         7:13         7:35         7:45            7:5.           7:28         7:38         7:50         8:05         8:07         8:15         8:25         8:37         8:38         8:50          8:58         9:00         9:10         9:21           7:28         7:38         7:50         8:05         8:07         8:15         8:25         8:37         8:38         8:50          8:58         9:00         9:10         9:23           9:48         9:58         10:10         10:25         10:27         10:35         10:45         10:57         10:58         11:10          11:18         11:20         11:30         11:4           12:18         12:28         12:40         12:55         12:57         10:55         12:07         12:08         11:40          1:48         1:50         2:00         2:14         12:28         12:40          2:48         2:50         3:00         3:11         2:27         2:28         2:40          2:48         2:50         3:00         3:1			-		Plaza	&	Hospital	Office		Valley	Hewes &	La	&	&	&
7:28 7:38 7:50 8:05 8:07 8:15 8:25 8:37 8:38 8:50 8:58 9:00 9:10 9:20 9:40 9:40 9:40 9:40 9:40 9:40 9:40 9:4	Main	Main	Center St.	Rio Vista		Palm				College	Dogwood	Brucherie	Walmart	14th St.	7th St.
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Part	7:28	7:38	7:50	8:05	8:07	8:15	8:25	8:37	8:38	8:50		8:58	9:00	9:10	9:20
9:48         9:58         10:10         10:25         10:27         10:35         10:45         10:57         10:58         11:10          11:18         11:20         11:30         11:40           12:18         12:28         12:40         12:55         12:57         11:05         11:55         12:07         12:08         12:00          12:28         12:30         12:40         12:50           12:18         12:28         12:40         12:55         12:57         1:05         1:15         1:27         1:28         1:40          1:48         1:50         2:00         2:15           2:28         2:38         2:50         3:05         3:07         3:15         3:25         3:33         3:50          3:58         4:00         4:10         4:22           2:28         2:38         2:50         3:07         3:15         3:25         4:35         4:47         4:48         3:50          5:08         5:10         5:20         5:33           5:00         5:10         5:22         5:37         5:39         5:47         5:57         6:09         6:10         6:22          6:30         6:32	25.5	(5)(5)	5.5	9:19	9:21	9:25	9:35	9:47		10:00	#0#3		10:10	10:20	10:30
1-	9:48	9:58	10:10	10:25	10:27	10:35	10:45	10:57	10:58	11:10	.e.e.	11:18	11:20	11:30	11:40
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4:19	2:28	2:38	2:50	3:05	3:07	3:15	3:25	3:37	3:38	3:50					4:20
5:00         5:10         5:22         5:37         5:39         5:47         5:57         6:09         6:10         6:22          6:30         6:32         6:42         6:55           6:10         6:20         6:32         6:47         6:49         7:00         7:10         7:22         7:23         7:35          7:43         7:45         7:55         8:00           **10:00         **10:00         **10:00         **Only when IV         is a colspan="8">**10:20           **0.00         **10:00         **Only when IV         is a colspan="8">**10:20           **0.20         **Only when IV         is a colspan="8">**10:20         **Only when IV         is a colspan="8">**Sign           **10:00         **Only when IV         is a colspan="8">**Only when IV         is a colspan="8">**Only when IV         **Sign           **Tolspan="8">**Tolspan="8"**Tolspan="8">				4:19	4:21	4:25	4:35	4:47	4:48	5:00	-20	5:08	5:10	5:20	5:30
6:10 6:20 6:32 6:47 6:49 7:00 7:10 7:22 7:23 7:35 7:43 7:45 7:55 8:00  ***10:00 10:08 10:09 10:10 10:26  ***Only when IVC is in session  6:20 6:28 6:42 6:57 6:59 7:05 7:17 7:30 7:31 7:40 7:50 7:52 7:55 8:00  7:50 7:58 8:12 8:27 8:29 8:35 8:47 9:00 9:01 9:10 9:20 9:22 9:25 9:30  9:30 9:38 9:52 10:07 10:09 10:15 10:27 10:40 10:41 10:50 11:00 11:02 11:05 11:10  11:37 11:39 11:45 11:57 12:10 12:11 12:20 12:30 12:32 12:35 12:40  12:10 12:18 12:32 12:47 12:49 12:55 1:07 1:20 1:21 1:30 1:40 1:42 1:45 1:50  2:27 2:29 2:35 2:47 3:00 3:01 3:10 3:20 3:22 3:25 3:30  3:20 3:28 3:42 3:57 3:59 4:05 4:17 4:30 4:31 4:40 4:50 4:52 4:55 5:00  6:00 6:08 6:22 6:37 6:39 6:45 6:57 7:10 7:11 7:20 7:30 7:32 7:35 7:40   Sunday  7:15 7:20 7:25 7:35 7:45 7:50 8:00 8:05 8:10 8:15 8:15 10:30 10	5:00	5:10	5:22	5:37	5:39	5:47	5:57	6:09	6:10	6:22			6:32		6:50
Saturday	6:10	6:20	6:32	6:47	6:49	7:00	7:10	7:22	7:23						8:00
6:20 6:28 6:42 6:57 6:59 7:05 7:17 7:30 7:31 7:40 7:50 7:52 7:55 8:00 7:50 7:58 8:12 8:27 8:29 8:35 8:47 9:00 9:01 9:10 9:20 9:22 9:25 9:30 9:30 9:38 9:52 10:07 10:09 10:15 10:27 10:40 10:41 10:50 11:00 11:02 11:05 11:10 12:10 12:18 12:32 12:47 12:49 12:55 1:07 1:20 1:21 1:30 1:40 1:42 1:45 1:50 12:10 12:18 12:32 12:47 12:49 12:55 1:07 1:20 1:21 1:30 1:40 1:42 1:45 1:50 13:20 3:28 3:42 3:57 3:59 4:05 4:17 4:30 4:31 4:40 4:50 4:52 4:55 5:00 13:00 6:08 6:22 6:37 6:39 6:45 6:57 7:10 7:11 7:20 7:30 7:32 7:35 7:40 13:1									*						10:20
7:50         7:58         8:12         8:27         8:29         8:35         8:47         9:00         9:01         9:10          9:20         9:22         9:25         9:36           9:30         9:38         9:52         10:07         10:09         10:15         10:27         10:40         10:41         10:50          11:00         11:02         11:05         11:10              11:37         11:39         11:45         11:57         12:10         12:11         12:20          12:30         12:32         12:35         12:40           12:10         12:18         12:32         12:47         12:49         12:55         1:07         1:20         1:21         1:30          1:40         1:42         1:45         1:50             2:27         2:29         2:35         2:47         3:00         3:01         3:10          3:20         3:22         3:25         3:30           3:20         3:28         3:42         3:57         3:59         4:05         4:17         4:30         4:31         4:40          4:50         4:52         4:55 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>Sat</td> <td>urd</td> <td>ay</td> <td></td> <td>**(</td> <td>Only w</td> <td>hen IVC</td> <td>is in s</td> <td>ession.</td>							Sat	urd	ay		**(	Only w	hen IVC	is in s	ession.
7:50         7:58         8:12         8:27         8:29         8:35         8:47         9:00         9:01         9:10          9:20         9:22         9:25         9:36           9:30         9:38         9:52         10:07         10:09         10:15         10:27         10:40         10:41         10:50          11:00         11:02         11:05         11:10              11:37         11:39         11:45         11:57         12:10         12:11         12:20          12:30         12:32         12:35         12:40           12:10         12:18         12:32         12:47         12:49         12:55         1:07         1:20         1:21         1:30          1:40         1:42         1:45         1:50             2:27         2:29         2:35         2:47         3:00         3:01         3:10          3:20         3:22         3:25         3:30           3:20         3:28         3:42         3:57         3:59         4:05         4:17         4:30         4:31         4:40          4:50         4:52         4:55 <td>6:20</td> <td>6:28</td> <td>6:42</td> <td>6:57</td> <td>6:59</td> <td>7:05</td> <td>7:17</td> <td>7:30</td> <td>7:31</td> <td>7:40</td> <td></td> <td>7:50</td> <td>7:52</td> <td>7.55</td> <td>8:00</td>	6:20	6:28	6:42	6:57	6:59	7:05	7:17	7:30	7:31	7:40		7:50	7:52	7.55	8:00
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(PM - Time is shaded)

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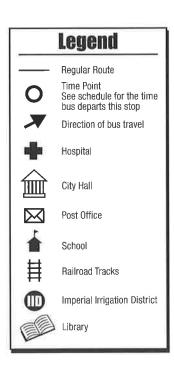
3:35

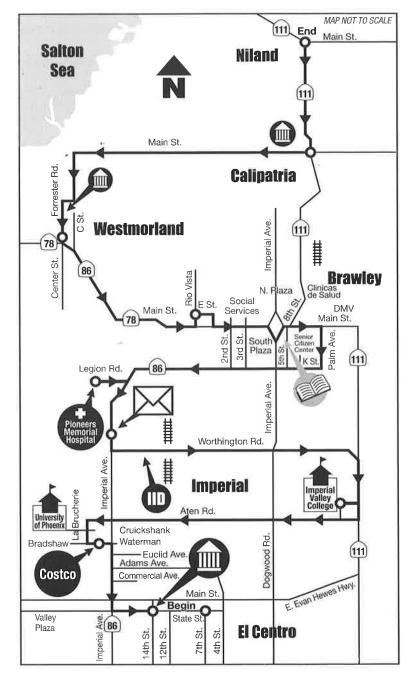
3:50

3:45

## 2 South Niland - El Centro







# **2** North

### **El Centro - Brawley - Niland**

### Monday - Friday

EL CENTRO State & 7th St.	EL CENTRO State & 14th St.	EL CENTRO Wal-Mart & Bradshawl	FL CENTRO Aten Rd. & .a Brucherie	<b>IMPERIAL</b> IVC	<b>IMPERIAL</b> IID	IMPERIAL Post Office	<b>BRAWLEY</b> Pioneers Hospital	BRAWLEY South Plaza	<b>BRAWLEY</b> Main & Palm	BRAWLEY E Street & Rio Vista	WEST- MORLAND Hwy 86 & Center St.	<b>CALIPATRIA</b> Hwy 111 & Main	NILAND Hwy 111 & Main
5:45	5:47	5:52	5:55	6:05	6:11	6:13	6:25	6:29	6:33	6:42	6:52	7:07	7:20
8:10	8:12	8:17	8:20	8:30	8:36	8:38	8:50	8:54	8:58	9:07	9:17	9:32	9:45
9:30	9:32	9:37	9:40	9:50	9:56	9:58	10:10	10:14	10:18	10:27			
10:40	10:42	10:47	10:50	11:00	11:06	11:08	11:20	11:24	11:28	11:37	11:47	12:02	12:15
11:50	11:52	11:57	12:00	12:10	12:16	12:18	12:30	12:34	12:38	12:47	44.	22	1212
12:50	12:52	12:57	1:00	1:10	1:16	1:18	1:30	1:34	1:38	1:47	1:57	2:12	2:25
2:10	2:12	2:17	2:20	2:30	2:36	2:38	2:50	2:54	2:58	3:07		(+ (+)	
3:20	3:22	3:27	3:30	3:40	3:46	3:48	4:00	4:04	4:08	4:17	4:27	4:42	4:55
4:35	4:37	4:42	4:45	4:55	5:01	5:03	5:15	5:19	5:23	5:32	5:42	5:57	6:10
5:40	5:42	5:47	5:50	6:00	6:06	6:08	6:20	6:24	6:28	6:37	3.7.17	5.5	10.01
6:50	6:52	6:57	7:00	7:10	7:16	7:18	7:30	7:34	7:38	7:47	7:59	8:15	8:25
**9:40	9:42	9:47	9:50	10:00	10:06	10:10	10:23	10:27	10:33	10:45	2-2	25	

\*\*Only when IVC is in session.

### **Saturday**

-														
	6:00	6:02	6:07	6:10	6:20	6:26	6:28	6:40	6:44	6:48	7:00	7:10	7:26	7:38
	7:20	7:22	7:27	7:30	7:40	7:46	7:48	8:00	8:04	8:08	8:20	8:30	8:46	9:00
	9:20	9:22	9:27	9:30	9:40	9:46	9:48	10:00	10:04	10:08	10:20	24	524	W121
	10:20	10:22	10:27	10:30	10:40	10:46	10:48	11:00	11:04	11:08	11:20	11:30	11:46	11:58
	11:50	11:52	11:57	12:00	12:10	12:16	12:18	12:30	12:34	12:38	12:50			- 2
	1:30	1:32	1:37	1:40	1:50	1:56	1:58	2:10	2:14	2:18	2:30	2:40	2:56	3:08
	3:00	3:02	3:07	3:10	3:20	3:26	3:28	3:40	3:44	3:48	4:00	3636	16.5	3150
	4:10	4:12	4:17	4:20	4:30	4:36	4:38	4:50	4:54	4:58	5:10	5:20	5:36	5:48
	5:50	5:52	5:57	6:00	6:10	6:16	6:18	6:30	6:34	6:38	6:50	7:00	7:16	7:28
į	7:20	7:22	7:27	7:30	7:40	7:46	7:48	8:00	8:04	8:08	8:20			

### Sunday

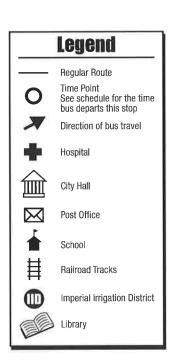
8:25	8:28	8:35	8:38	*:=:	8:48	8:50	9:00	9:05	9:10	9:25	-:-	**	:= +
10:45	10:48	10:55	10:58	×.=:	11:08	11:10	11:20	11:25	11:30	11:45		8.=	150
1:40	1:43	1:50	1:53	5.5	2:03	2:05	2:15	2:20	2:25	2:40		#a#a	
4:00	4:03	4:10	4:13	5.5	4:23	4:25	4:35	4:40	4:45	5:00	5151	5.51	(52.5)

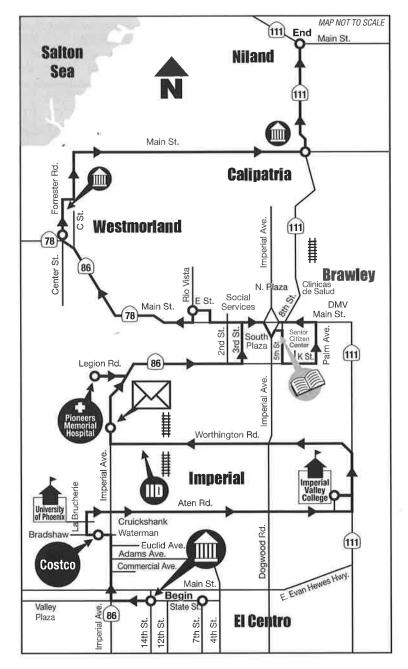
(PM - Time is shaded)

## **2** North

## El Centro - Niland







# 3 East

### **El Centro - Holtville**

#### **Monday - Friday**

EL CENTRO     EL CENTRO     EL CENTRO     EL CENTRO     EL CENTRO     HOLTVILLE       State & Costco     Walmart     E. Hewes     IVC     5th &       7th Street     & Dogwood     Grape	
8:10 8:20 8:22 8:35 8:55 9:13	
10:40 10:50 10:52 11:05 11:20 11:42	
1:00 1:10 1:12 1:25 1:45 2:05	
3:20 3:30 3:32 3:45 4:00 4:20	
5:40 5:50 5:52 6:05 6:20 6:40	

#### **Saturday Only**

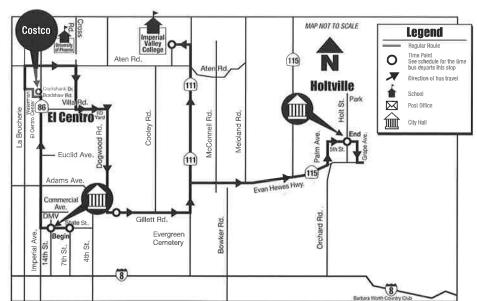
1:20	1:30	1:32	1:45	2:00	2:20	
5:40	5:50	5:52	6:05	6:20	6:40	

(PM - Time is shaded)

3 East

### **El Centro - Holtville**





# 3 West Holtville - El Centro

**Monday - Friday** 

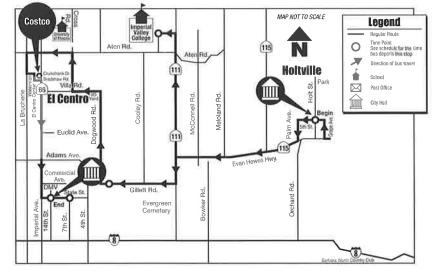
	RETIREMENT INN 5th & Grape	<b>HOLTVILLE</b> 5th St & Holt	IMPERIAL IVC	EL CENTRO E. Hewes & Dogwood	<b>EL</b> <b>CENTRO</b> Walmart	EL CENTRO Costco	EL CENTRO 7th St & State
	7:11	7:13	7:26	7:33	7:45	7:47	8:00
	9:24	9:26	9:44	9:51	10:16	10:17	10:28
<del>}</del>	2:10	2:12	2:30	2:37	2:46	2:47	3:10
	4:30	4:32	4:50	4:57	5:19	5:20	5:30
	6:40	6:42	7:00	7:07	7:29	7:30	7:40
		20	Saturd	ay Only	<b>7</b> %		
	7:10	7:12	7:20	7:35	7:52	7:53	8:00
	2:20	2:22	2:40	2:55	3:09	3:10	3:20
	6:40	6:42	6:50	6:55	7:09	7:10	7:20

(PM - Time is shaded)

## 3 West







# 4 West Monday - Friday

### **El Centro - Seeley - \*\*Ocotillo**

	<b>EL CENTRO</b> 7th St & State	EL CENTRO INS Courthouse At LaBrucherie & Adams	<b>SEELEY</b> Evan Hewes & Drew Rd.	<b>OCOTILLO</b> Post Office	<b>EL CENTRO</b> 7th St & State	
i <del>r</del>	7:00	7:05	7:20	727 <u>2</u>		
	8:20	8:30	8:40	**9:00	**9:30**	
	1:00	1:05	1:20			
	3:20	3:25	3:40	rener		
	4:35	4:40	4:55			
	5:30	5:40	5:50			
	5:30**	22	5.0	**6:00**		

#### **Saturday Only**

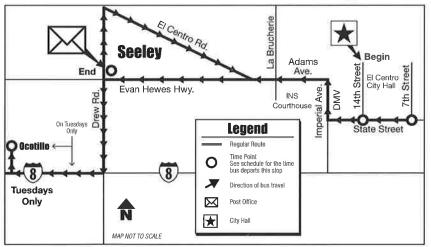
EL CENTRO	SEELEY	EL CENTRO	EL CENTRO	EL CENTRO
7th & State	Evan Hewes & Drew Rd.	Hospital	K-Mart & Costco	7th & State
8:00	8:15	8:35	8:45	8:52
12:35	1:00	==		1:20
4:55	5:20	4/4	7 <b>=</b> ( = )	5:40
	7th & State 8:00 12:35	7th & Evan Hewes State & Drew Rd.  8:00 8:15 12:35 1:00	7th & Evan Hewes & Hospital State & Drew Rd.  8:00 8:15 8:35 12:35 1:00	7th & State         Evan Hewes & Drew Rd.         Hospital & K-Mart & Costco           8:00         8:15         8:35         8:45           12:35         1:00

**END OF ROUTE** 

\*\*On demand response Tuesdays only (must call one day in advance). (PM - Time is shaded)

## 4 West El Centro-Seeley





# 4 East

### **Seeley - El Centro - \*\*Ocotillo** Monday - Friday

SEFLEY Evan Hewes & Drew Road	EL CENTRO INS Courthouse At La Brucherie & Adams	<b>EL CENTRO</b> 7th St & State	<b>imperial</b> IVC	
7:20	7:30	7:40	8:00	,
8:40	8:50	9:00	(A)(A)	
2:50	3:00	3:10	#2 <del>7</del>	
3:55	4:05	4:15	# <del> </del>	
5:00	5:10	5:20 ▶	H (H	

#### Saturday Only

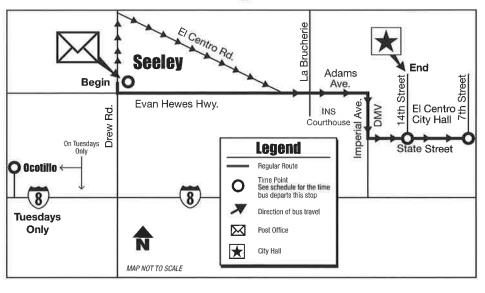
EL CENTRO	SEELEY	EL CENTRO	EL CENTRO	EL CENTRO
7th & State	Evan Hewes & Drew Rd.	Hospital	K-Mart & Costco	7th & State
8:00	8:15	8:35	8:45	8:52
12:35	1:00	12127	24	1:20
4:55	5:20	1414	22	5:40

END OF ROUTE

\*\*On demand response Tuesdays only (must call one day in advance) (PM - Time is shaded)

## **East**

### **Seeley-El Centro**



### 21 IVC EXPRESS Calexico - IVC

#### **IVC School Days Only**

CALEXICO	CALEXICO	CALEXICO	CALEXICO	CALEXICO	CALEXICO	CALEXICO	IMPERIAL
Hacienda	Post Office	Grant & Cesar Chavez	3rd St & Paulin	7th St & Encinas	Camarena Library	Cole & Hwy 111	Imperial Valley College
** 6:15	6:17	6:24	6:30	6:37	6:39	6:45	7:00
6:30	6:32	6:39	6:45	6:52	6:54	6:59	7:15
** 7:25	7:27	7:34	7:40	7:47	7:49	7:55	8:10
7:40	7:42	7:49	7:55	8:02	8:04	8:10	8:25
** ===	7818	9.8	8:30	8:37	8:39	8:45	9:05
9:00	9:02	9:09	9:15	9:22	9:24	9:30	9:45 ▶

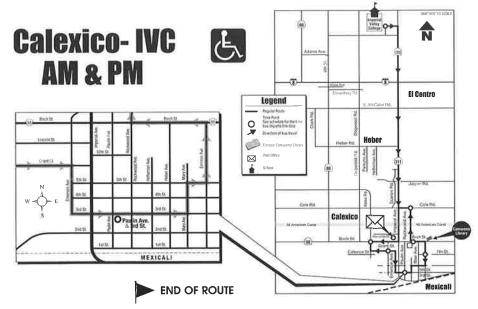
## **21 IVC EXPRESS** IVC - Calexico

### PM

### **IVC School Days Only**

IMPERIAL	CALEXICO	CALEXICO	CALEXICO	CALEXICO	CALEXICO	CALEXICO	CALEXICO
Imperial Valley College	Hacienda	Post Office	Grant & Cesar Chavez	3rd St & Paulin	7th St & Encinas	Camarena Library	Cole & Hwy 111
12:30	12:50	12:52	12:59	1:07	1:14	1:16	1:30
2:00	2:20	2:22	2:29	2:37	2:44	2:46	3:00
** 2:45	3:05	3:07	3:14	3:22	3:29	3:31	3:45
3:30	3:50	3:52	3:59	4:07	4:14	4:16	4:30
** 5:30	5:50	5:52	5:59	6:07	6:14	6:16	6:30 ▶

(PM - Time is shaded) \*\*Operates only Monday-Thursday



## 22 IVC EXPRESS

### **Niland-IVC AM**

#### **IVC School Days Only**

<b>NILA</b> Hwy 1 & Ma	111 Hwy 1	111 Hwy	86 E Street	Main	<b>IMPERIAL</b> Imperial Valley College
6:2	0 6:3	30 6:4	5 7:00	7:05	7:30
8:4	5 8:5	55 9:1:	3 9:25	9:30	9:50

## **22 IVC EXPRESS**

### **IVC - Niland PM**

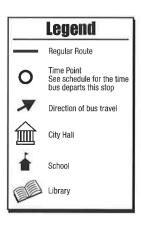
### **IVC** School Days Only

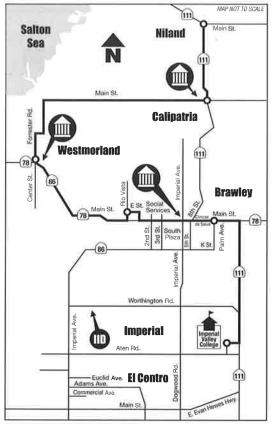
	<b>IMPERIAL</b> Imperial Valley College	<b>BRAWLEY</b> Main & Palm	<b>BRAWLEY</b> E Street & Rio Vista	<b>WESTMORLAND</b> Hwy 86 & Center Street	<b>CALIPATRIA</b> Hwy 111 & Main	<b>NILAND</b> Hwy 111 & Main	
	2:00	2:28	2:31	2:43	3:01	3:11	
38	4:00	4:28	4:31	4:43	5:01	5:11	

(PM - Time is shaded)

## 22 IVC **Express**







### DIRECT AM

### **Brawley - Calexico**

### **Monday - Friday**

ANALYSIS 11	Wat - 12-4112-07-1	
<b>BRAWLEY</b> South Plaza	<b>CALEXICO</b> 3rd & Paulin	
6:40	7:20	
7:50	8:30	
3:50	4:30	
5:15	5:50	
Satu	ırday	
 7:00	7:40	
8:40	9:20	
3:00	3:40	
4:40	5:20	

### **DIRECT AM**

### **Calexico - Brawley**

### Monday - Friday

	<b>CALEXICO</b> 3rd & Paulin	<b>BRAWLEY</b> South Plaza	
	6:30	7:10	
. 4	7:50	8:30	
	3:50	4:30	
	5:15	5:50	

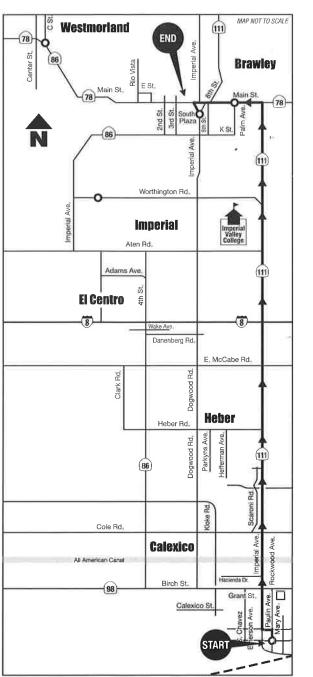
#### Saturday

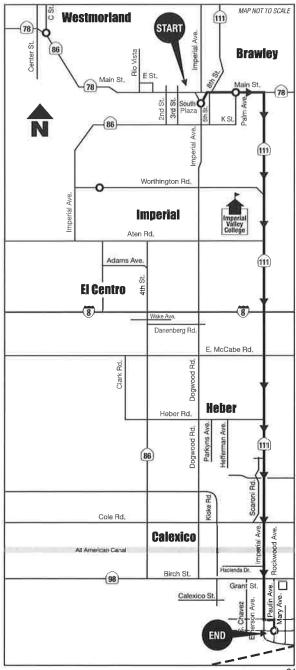
	7:50	8:30	
-	9:30	10:10	
	3:50	4:30	
	5:30	6:10	*

(PM - Time is shaded)

## Calexico - Brawley Brawley- Calexico







**41**s

### **Brawley Fast**

<b>Brawley</b> South Plaza	IMPERIAL Post Office	<b>EL CENTRO</b> 7th St & State	
6:42	6:55	7:10	
 6:15	6:25	6:40	

41 N

### **Brawley Fast**

EL CENTRO	BRAWLEY	
7th St & State	South Plaza	
5:40	6:05	

45w

### **Holtville Fast**

HOLTVILLE 5th St & Holt	<b>EL CENTRO</b> 7th St & State	
6:40	7:00	
6:05	6:30	

45E

### **Holtville Fast**

<b>EL CENTRO</b> 7th St & State	HOLTVILLE 5th St & Holt	
5:40	6:05	

**51** s

### **Slab City - Bombay Beach - Brawley Thursdays Only**

SLAB CITY	NILAND	BOMBAY BEACH	BASHFORD SPA	IMPERIAL SPA	FOUNTAIN OF YOUTH SPA	LARK SPA	<b>NILAND</b> Hwy. 111 & Main	<b>CALIPATRIA</b> Hwy. 111 & Main	<b>BRAWLEY</b> South Plaza
8:35	8:50	9:10	9:20	9:25	9:30	9:35	9:50	10:00	10:30

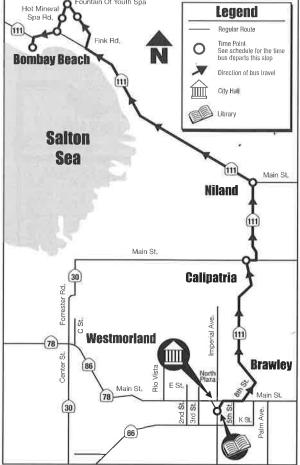
**51** N

### **Brawley - Bombay Beach - Slab City Thursdays Only**

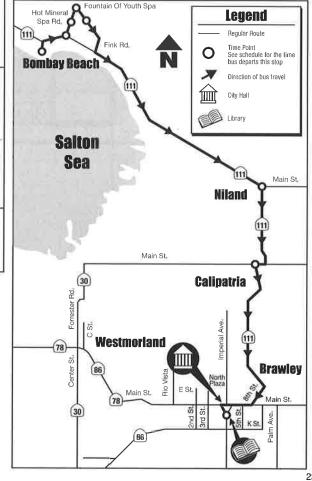
BRAWLEY South Plaza	<b>CALIPATRIA</b> Hwy. 111 & Main	<b>NILAND</b> Hwy. 111 & Main					BOMBAY BEACH		
4:28	4:45	5:00	5:13	5:27	5:32	5:35	5:45	6:20	6:35

51 S Brawley-Bombay Beach





## **51 N Bombay Beach-Brawley**





## #750 AM

### **Blue Line**

## **Monday-Friday**

7th & State	14th & State	Waterman & Main	LaBrucherie & Orange	LaBrucherie & Ocotillo	El Centro Regional Hospital	Ross & 10th	CSA #2 Court Clark Rd:	4th & Danenberg	IRS	4th & Driftwood	4th & Wensley	Center for Employment	Dogwood & Orange	Main & Dogwood	Park & 5th	5th & State	7th & State
6:00	6:02	6:04	6:06	6:08	6:12	6:13	6:20	6:25	6:29	6:34	6:35	6:37	6:40	6:43	6:48	6:50	6:58
7:10	7:12	7:14	7:16	7:18	7:22	7:23	7:30	7:35	7:39	7:44	7:45	7:47	7:50	7:53	7:58	8:00	8:08
8:20	8:22	8:24	8:26	8:28	8:32	8:33	8:40	8:45	8:49	8:54	8:55	8:57	9:00	9:03	9:08	9:10	9:18
9:30	9:32	9:34	9:36	9:38	9:42	9:43	9:50	9:55	9:59	10:04	10:05	10:07	10:10	10:13	10:18	10:20	10:28
10:40	10:42	10:44	10:46	10:48	10:52	10:53	11:00	11:05	11:09	11:14	11:15	11:17	11:20	11:23	11:28	11:30	11:38
11:50	11:52	11:54	11:56	11:58													

# #750 PM

## **Blue Line**

## **Monday-Friday**

7th & State	14th & State	Waterman & Main	LaBrucherie & Orange	LaBrucherie & Ocotillo	El Centro Regional Hospital	Ross & 10th	CSA #2 Court Clark Rd.	4th & Danenberg	IRS	4th & Driftwood	4th & Wensley	for	Dogwood & Orange	Main & Dogwood	Park & 5th	5th & State	7th & State
					12:02	12:03	12:10	12:15	12:19	12:24	12:25	12:27	12:30	12:33	12:38	12:40	12:48
1:00	1:02	1:04	1:06	1:08	1:12	1:13	1:20	1:25	1:29	1:34	1:35	1:37	1:40	1:43	1:48	1:50	1:58
2:10	2:12	2:14	2:16	2:18	2:22	2:23	2:30	2:35	2:39	2:44	2:45	2:47	2:50	2:53	2:58	3:00	3:08
3:20	3:22	3:25	3:26	3:28	3:32	3:33	3:40	3:45	3:49	3:54	3:55	3:57	4:00	4:03	4:08	4:10	4:18
4:35	4:37	4:39	4:41	4:43	4:47	4:48	4:55	5:00	5:04	5:09	5:10	5:12	5:15	5:18	5:23	5:25	5:33
5:40	5:42	5:44	5:46	5:48	5:52	5:53	6:00	6:05	6:09	6:14	6:15	6:17	6:20	6:23	6:28	6:30	6:38



## #850 AM

### **Green Line**

### **Monday-Friday**

7th & State	14th & State	DMV	Euclid & Vons	&	Bradshaw & Walmart	&		Theaters	Social Security Admin.	Food 4 Less	Bradshaw	8th & Pico Rd.	7th & Park	4th & Brighton	&	El Centro Regional Hospital	High	&	7th & State
6:00	6:02	6:04	6:07	6:10	6:15	6:18	6:20	6:22	6:28	6:30	6:32	6:37	6:40	6:42	6:45	6:48	6:50	6:52	6:58
7:10	7:12	7:14	7:17	7:20	7:25	7:28	7:30	7:32	7:38	7:40	7:42	7:47	7:50	7:52	7:55	7:58	8:00	8:02	8:08
8:20	8:22	8:24	8:27	8:30	8:35	8:38	8:40	8:42	8:48	8:50	8:52	8:57	9:00	9:02	9:05	9:08	9:10	9:12	9:18
9:30	9:32	9:34	9:37	9:40	9:45	9:48	9:50	9:52	9:58	10:00	10:02	10:07	10:10	10:12	10:15	10:18	10:20	10:22	10:28
10:40	10:42	10:44	10:47	10:50	10:55	10:58	11:00	11:02	11:08	11:10	11:12	11:17	11:20	11:22	11:25	11:28	11:30	11:32	11:38
11:50	11:52	11:54	11:57																

## #850 PM

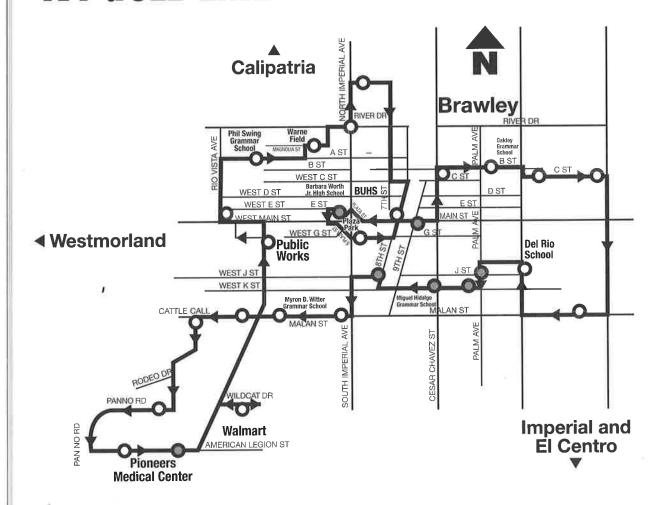
### **Green Line**

### **Monday-Friday**

7th & State	14th & State	DMV	Euclid & Vons	Scott & Frontage	Bradshaw & Walmart		Housing Complex Myrtle		Social Security Admin.	Food 4 Less	Bradshaw	8th & Pico Rd.	7th & Park	4th & Brighton	8th & Hamilton	El Centro Regional Hospital		14th & State	7th & State
				12:00	12:05	12:08	12:10	12:12	12:18	12:20	12:22	12:27	12:30	12:32	12:35	12:38	12:40	12:42	12:48
1:00	1:02	1:04	1:07	1:10	1:15	1:18	1:20	1:22	1:28	1:30	1:32	1:37	1:40	1:42	1:45	1:48	1:50	1:52	1:58
2:10	2:12	2:14	2:17	2:20	2:25	2:28	2:30	2:32	2:38	2:40	2:42	2:47	2:50	2:52	2:55	2:58	3:00	3:02	3:08
3:20	3:22	3:24	3:27	3:30	3:35	3:38	3:40	3:42	3:48	3:50	3:52	3:57	4:00	4:02	4:05	4:08	4:10	4:12	4:18
4:35	4:37	4:39	4:42	4:45	4:50	4:53	4:55	4:57	5:03	5:05	5:07	5:12	5:15	5:17	5:20	5:23	5:25	5:27	5:33
5:40	5:42	5:44	5:47	5:50	5:55	5:58	6:00	6:02	6:08	6:10	6:12	6:17	6:20	6:22	6:25	6:28	6:30	6:32	6:38

# IVT GOLD LINE

### MAP NOT TO SCALE



For Information
Call: 482-2900
Or: 1-800-804-3050





### **Gold Line Fares**

Normal \$1.00 Senior/Disabled \$ .50

# #950 AM

# **Gold Line**

# **Monday-Friday**

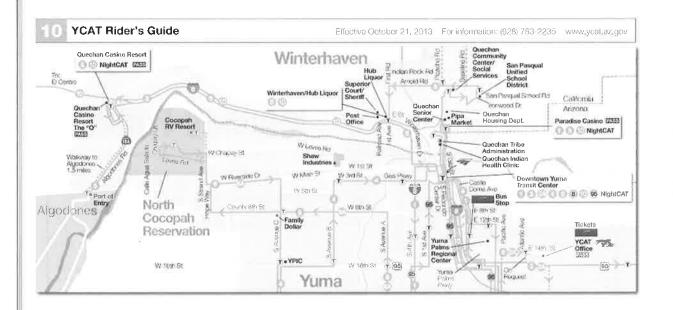
South Plaza St. & G	Main St. & 9th	C St. & Jacaranda	Malan St. & Tres Palm	Palm Ave & J	K St. & Cesar Chavez	J St. & 8th	Cattle Call Dr. & DeAnza	Panno St, & Evelyn	Legion St. & Pioneers	Wildcat Dr. & Walmart	Western Ave. & G	Rio Vista Ave. & E	Magnolia St.	North Plaza St. & E	South Plaza St & G
						6:00	6:05	6:09	6:13	6:17	6:25	6:28	6:33	6:39	6:40
6:45	6:47	6:52	6:55	6:58	7:00	7:02	7:07	7:11	7:15	7:19	7:25	7:28	7:32	7:37	7:44
8:17	8:19	8:24	8:27	8:30	8:32	8:34	8:39	8:43	8:47	8:51	8:57	9:00	9:04	9:09	9:16
9:24	9:26	9:31	9:34	9:37	9:39	9:41	9:46	9:50	9:54	9:58	10:04	10:07	10:11	10:16	10:23
10:30	10:32	10:37	10:40	10:43	10:45	10:47	10:52	10:56	11:00	11:04	11:10	11:13	11:17	11:22	11:29
11:39	11:41	11:46	11:49	11:52	11:54	11:56			107						

# #950 PM

# **Gold Line**

# **Monday-Friday**

South Plaza St. & G	Main St. & 9th	C St. & Jacaranda	Malan St. & Tres Palm	Palm Ave. & J	K St. & Cesar Chavez	J St. & 8th	Cattle Call Dr. & DeAnza		Legion St. & Pioneers	&	Western Ave & G	Rio Vista Ave. & E	Magnolia St.	North Plaza St. & E	South Plaza St. & G
							12:01	12:05	12:09	12:13	12:19	12:22	12:26	12:31	12:38
12:43	12:45	12:50	12:53	12:56	12:58	1:00	1:05	1:09	1:13	1:17	1:23	1:26	1:30	1:35	1:42
1:53	1:55	2:00	2:03	2:06	2:08	2:10	2:15	2:19	2:23	2:27	2:33	2:36	2:40	2:45	2:52
3:03	3:05	3:10	3:13	3:16	3:18	3:20	3:25	3:29	3:33	3:37	3:43	3:46	3:50	3:55	4:02
4:13	4:15	4:20	4:23	4:26	4:28	4:30	4:35	4:39	4:43	4:47	4:53	4:56	5:00	5:05	5:12
5:28	5:30	5:35	5:38	5:41	5:43	5:45	5:50	5:54	5:58	6:02	6:08	6:11	6:15	6:20	6:27
6:33	6:35	6:40	6:43	6:46	6:49	6:51	6:56	7:00	7:05						







# Turquoise Route 10 - Interstate 8 / El Centro / Yuma MONDAY, WEDNESDAY AND FRIDAY

### Westbound from Yuma to El Centro

		Yuma	Ft. Yuma	Winterhaven	Ft. Yuma		El Centro	
Arrival Times for YCAT Routes (Downtown Yuma Transit Center)		Downtown Yuma Transit Center (3rd, St, at Gila St,) DEPART	Paradise Casino	Winterhaven Dr. at Railroad Ave, (Hub Liquor)	Quechan Casino Resort	Imperial Valley Mall at Dillard's <sup>2</sup> <i>On Request</i> <sup>1</sup>	Imperial Ave. at El Centro Regional Medical Center <sup>1</sup>	State St. at 7th St. (El Centro Bus Terminal) ARRIVE
		800	014	016	365	469	445	499
Rte 2	8:27	8:30	8:34	8:38	8:47	8:453	8:53	8:58
Rte 4	8:16							
Rte 4A	8:20							
Rte 5	8:11							
Rte 95	8:14					1		
Rte 2	3:27	2:30	2:34	2:38	2:47	2:453	2:53	2:58
Rte 4	3:16							
Rte 4A	3:20			1				
Rte 5	3:08							
Rte 95	3:14							

### Eastbound from El Centro to Yuma

El Ce	entro	Ft. Yuma	Winterhaven	Ft. Yuma	Yuma		
State St. at 7th St. Aurora Dr. (El Centro Bus at 4th St. 1 Terminal) DEPART		Ouechan Casino Resort	Winterhaven Dr. at 2nd Ave. (Gonzo's Super Save USA)	Paradise Casino	Downtown Yuma Transit Center (3rd St. at Gila St.) ARRIVE	Departure Times for YCAT Routes (Downtown Yuma transit Center)	
499	451	365	368	014	008		
8:59	9:033	11:00	11:09	11:13	11:17	Rte 2	11:20
						Rte 4	11:18
						Rte 4A	11:30
						Rte 5	11:19
						Rte 95	11:32
2:59	3:033	5:00	5:09	5:13	5:17	Rte 2	5:20
						Rte 4	5:18
						Rte 4A	5:30
						Rte 5	5:19
,						Rte 95	5:32

### What is IVT Access?

Imperial Valley Transit Access (IVT Access) provides curb to curb transportation services upon advance reservation, to functional and mobility disadvantaged persons in accordance with the American with Disabilities Act (ADA) of 1990. IVT Access's federally mandated purpose is to provide an accessible public transit option for those who are unable to successfully utilize regular transit services due to functional and mobility needs. IVT Access also provides its services to the general public (when seating is available).

IVT Access buses are equipped with hydraulic lifts to accommodate individuals with various mobility needs. In addition IVT Access drivers have received specialized training to assist riders in and out of vehicles and provide other specialized support to ensure that individuals with functional and mobility needs have a comfortable and safe ride to and from their chosen destination.

IVT Access will transport you to and from any locations within the Imperial Valley service area within a ¾ mile "corridor" and a 30 minute "window" of regular Imperial Valley Transit bus services. This service area covers much of the County of Imperial for the most of the day Monday through Sunday. Local Dial-A-Ride services should be utilized for local trips.

### Who is eligible to ride?

Transportation on IVT Access is reserved for those eligible under the American's with Disabilities Act and who have received "ADA certification" through the Imperial County Transportation Commission (ICTC). Certified individuals receive first priority in all scheduling.

All individuals wishing to ride IVT Access who may be eligible for ADA certification are strongly encouraged to file an application with the Imperial County Transportation Commission in order to fully utilize IVT Access services. For additional information on ADA certification or to request an application for eligibility, please contact the ADA Paratransit Service Certification Coordinator at (760) 592-4494 or visit www.ivtaccess.org.

Transportation on IVT Access is also available to the general public when space is available. Individuals who are not ADA certified may be unable to book a trip with IVT Access during peak times.

### ¿Qué es IVT Access?

Imperial Valley Transit Access (IVT Acess) ofrece servicios de transporte de acera a acera a reservaciones con anticipación, a las personas

funcionales y desfavorecidas de acuerdo con la Ley de Americanos con Discapacidades (ADA) de 1990. El mandato federal de IVT Access es ofrecer una opción accesible al transporte público para aquellas personas que no pueden utilizar adecuadamente los servicios de tránsito regular debido a necesidades funcionales y de movilidad. IVT Access también proporciona sus servicios al público en general (cuando el espacio está disponible).

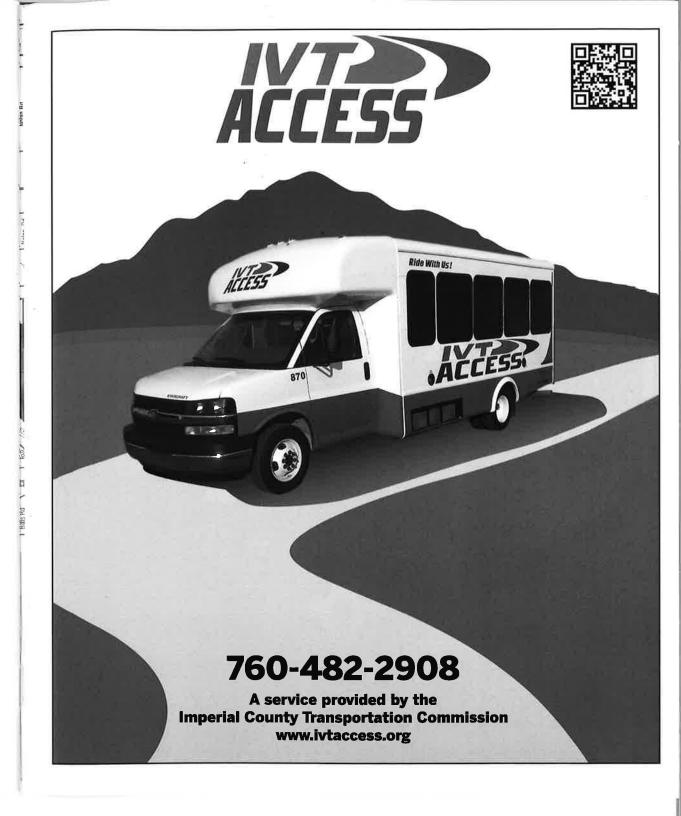
Autobuses de IVT Access están equipados con elevadores hidráulicos para dar cabida a personas con diferentes necesidades de movilidad. Además, los choferes de IVT Access han recibido entrenamiento especializado para ayudar a los pasajeros en la entrada y salida del autobús y proporcionar apoyo especializado de otro tipo para asegurar que las personas con necesidades de movilidad tengan un viaje cómodo y seguro hacia sus destinos elegidos.

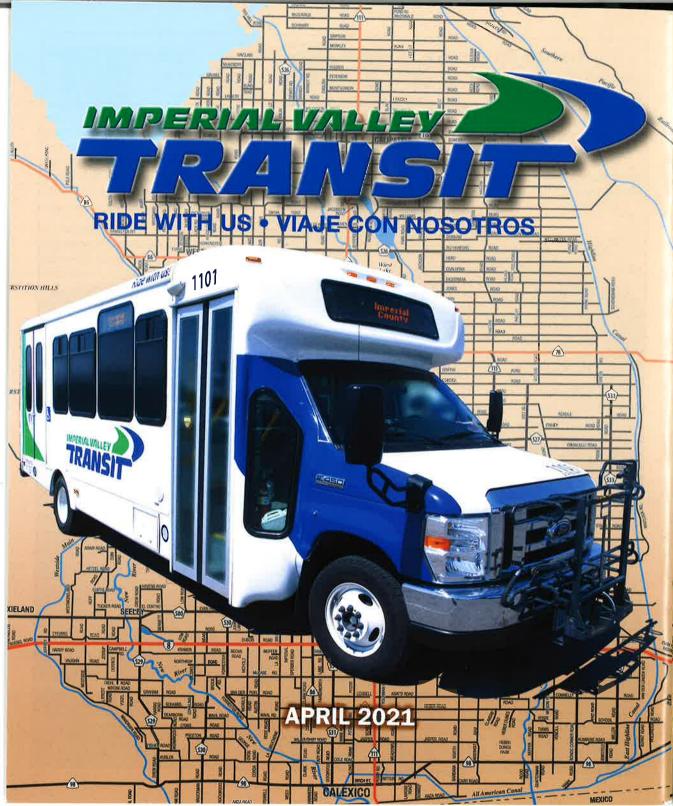
IVT Access lo transportará hasta y desde cualquier ubicación dentro del área de servicio del Valle Imperial dentro de un "corredor" de ¾ de milla y una "ventana" de 30 minutos de los servicios regulares de Imperial Valley Transit. Esta área de servicio abarca gran parte del Condado de Imperial, durante la mayor parte del día de lunes a domingo. Servicios de Dial-A-Ride deberían de ser utilizados para viajes locales.

### ¿Quién es elegible para viajar?

Transporte en IVT Access está reservado para aquellas personas elegibles bajo la Ley de Americanos con Discapacidades (ADA) de 1990 y que han recibido "Certificación de ADA" a través de la Comisión de Transporte del Condado de Imperial (ICTC). Personas certificadas recibirán primera prioridad en la programación de servicios. Todas las personas que deseen viajar en IVT Access que puedan ser elegibles para la certificación de ADA se les recomienda que presenten una solicitud ante la Comisión de Transporte del Condado de Imperial para solicitar servicios de IVT Access. Para obtener más información sobre la certificación de ADA o para pedir una solicitud de elegibilidad, comuníquese con la Coordinadora/o certificación ADA Paratransit Service al (760) 592-4494 o visite nuestra página de internet www.ivtaccess.org.

Servicios de Transporte en IVT Access también están disponibles para el público en general cuando hay espacio disponible. Lamentablemente, personas que no estén certificadas con ADA no pueden reservar un viaje con IVT Access durante las horas de alto servicio.





### **How do I make a reservation?**

Reservations may be made one day to two weeks in advance of your planned trip. Same day requests for service will be honored ONLY if space and vehicles are available. Booking your trip early will help to ensure convenient pick-up and drop-off times closer to your own preferred schedule. It is requested that all riders make an effort to book their trips 24 hours in advance.

To speak with a reservation specialist, please call (760) 482-2908 from 6:00 am to 6:00 pm Monday through Saturday and Sundays from 7:00 am to 5:00 pm (excluding holidays).

system or service or believe you have been discriminated because of your disability, please call 760-592-4494.



Office Hours: Monday thru Saturdays 6:00 am to 6:00 pm Sundays 7:00 am to 5:00 pm 792 E. Ross Avenue • El Centro. CA

FOR MORE INFORMATION CALL: 760-482-2908

When you call, please have ready your name, address, phone number, ADA certification number and where and when you want to travel and return. Please provide reservationists with actual street addresses whenever possible. Be sure to mention if you use a wheelchair or other mobility device and if you will be accompanied by a personal care attendant. Drivers may also ask you about the purpose of your trip in order to gather additional information on our riders' needs which will help us to provide superior service in the future.

Please be at the curb and ready to depart when the IVT Access vehicle arrives to pick you up. Drivers may leave if kept waiting for more than five minutes in order to ensure the provision of quality service to other IVT Access users. Also, if you need to cancel or reschedule your trip for any reason, please call our office at least two hours ahead of your scheduled pick-up time so that we may schedule another rider in your reserved time slot.

If you have a complaint about the accessibility of our transit



The Imperial County Transportation Commission 1964, as amended. If you believe you have been of its services on the basis of race, color or national origin as protected by Title VI of the Civil Rights Act vrial, Suite 104, El Centro, CA 92243

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# ACCESS





### ¿Qué es IVT Access?

Imperial Valley Transit Access (IVT Acess) ofrece servicios de transporte de acera a acera a reservaciones con anticipación, a las personas funcionales y desfavorecidas de acuerdo con la Ley de Americanos con Discapacidades (ADA) de 1990. El mandato federal de IVT Access es ofrecer una opción accesible al transporte público para aquellas personas que no pueden utilizar adecuadamente los servicios de tránsito regular debido a necesidades funcionales y de movilidad. IVT Access también proporciona sus servicios al público en general (cuando el espacio está disponible).

Autobuses de **IVT Access** están equipados con elevadores hidráulicos para dar cabida a personas con diferentes necesidades de movilidad. Además, los choferes de **IVT Access** han recibido entrenamiento especializado para ayudar a los pasajeros en la entrada y salida del autobús y proporcionar apoyo especializado de otro tipo para asegurar que las personas con necesidades de movilidad tengan un viaje cómodo y seguro hacia sus destinos elegidos.

IVT Access lo transportará hasta y desde cualquier ubicación dentro del área de servicio del Valle Imperial dentro de un "corredor" de ¾ de milla y una "ventana" de 30 minutos de los servicios regulares de Imperial Valley Transit. Esta área de servicio abarca gran parte del Condado de Imperial, durante la mayor parte del día de lunes a domingo. Servicios de Dial-A-Ride deberían de ser utilizados para viajes locales.

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Servicios de Transporte en **IVT Access** también están disponibles para el público en general cuando hay espacio disponible. Lamentablemente, personas que no estén certificadas con ADA no pueden reservar un viaje con **IVT Access** durante las horas de alto servicio.

### ¿Cuánto cuesta?

Un viaje en IVT Access para pasajeros certificados de ADA es el doble de la tarifa de un viaje similar en el autobús regular de tránsito del Valle Imperial (\$2.00-\$2.50 por viaje dependiendo de la duración de viaje). Sin embargo, un asistente de cuidado personal puede acompañar a un pasajero certificado de ADA de forma gratuita. Los pasajeros que no son certificados con ADA pagan tres veces la tarifa del autobus regular (\$3.00-\$3.75 por viaje).

### ¿Cómo hacer una reservación?

Las reservaciones se pueden hacer un día a dos semanas antes de su viaje previsto. Solicitudes el mismo día de servicio serán efectivas sólo si el espacio y los vehículos están disponibles. Reservar su viaje a tiempo ayudará a asegurar un horario mas conveniente de recoger y dejar más cerca de su propio horario preferido. Se solicita que todos los pasajeros hagan un esfuerzo por reservar sus viajes con 48 horas de anticipación.

Para hablar con un especialista en reservaciones, por favor llame al (760) 482-2908 de 6:00 a.m.-6:00 pm de lunes a sábado y domingo 7:00 am de 5:00 pm (excepto días festivos).

Cuando llame, favor de tener listo su nombre, dirección, número de teléfono, número de certificación de la ADA, dónde y cuándo desea viajar y regresar. Por favor proporcione a los encargados de reservas las direcciones con las calles actuales siempre que sea posible. Asegúrese de mencionar si se utiliza una silla de ruedas o dispositivo de movilidad y si va a estar acompañado por un asistente personal. Los conductores también pueden preguntarle sobre el motivo de su viaje con el fin de reunir información adicional sobre las necesidades de nuestros pasajeros, que nos ayudará a ofrecer un servicio superior en el futuro.

Por favor, estar en la acera y listo para partir cuando el vehículo de IVT Access llegue a recogerlo. Los conductores se pueden ir si se mantienen esperando más de cinco minutos con el fin de garantizar la prestación de un servicio de calidad a los usuarios de IVT Access. Además, si usted necesita cancelar o reprogramar su viaje por cualquier razón, por favor llame a nuestra oficina por lo menos dos horas antes de la hora programada para recogerlo para que podamos programar otro pasajero en su espacio reservado.

Si usted tiene una queja sobre la accesibilidad de nuestro sistema de transporte o servicio, o cree que ha sido discriminado debido a su incapacidad por favor llame al 760-592-4494.



Horas de Oficina: lunes a sábado 6:00 am a 6:00 pm Domingo 7:00 am a 5:00 pm 792 E. Ross Avenue • El Centro, CA

Para más información llame:

(760) 482-2908 www.ivtaccess.com

## **APPENDIX C**

# SAMPLE CONSULTING AGREEMENT

1	AGREEMENT FOR SERVICES
2	
3	THIS AGREEMENT FOR SERVICES ("Agreement"), made and entered into this day
4	of, 2018, is by and between the IMPERIAL COUNTY TRANSPORTATION
5	COMMISSION ("ICTC") and [business name] [business type] ("CONSULTANT") (individually
6	"Party;" collectively, "Parties").
7	WITNESSETH
8	WHEREAS, ICTC desires to retain a qualified individual, firm or business entity to provide
9	professional services for [specify services] ("the Project"); and
10	WHEREAS, ICTC desires to engage CONSULTANT to provide services by reason of its
11	qualifications and experience for performing such services, and CONSULTANT has offered to provide the
12	required services for the Project on the terms and in the manner set forth herein.
13	NOW, THEREFORE, ICTC and CONSULTANT have and hereby agree to the following:
14	1. <u>DEFINITIONS</u> .
15	1.1. "RFP" shall mean ICTC's request for proposals entitled "Imperial County Transportation
16	Commission (ICTC) [name of RFP]" dated [date]. The RFP is attached as Exhibit "A" and incorporated
17	herein by this reference.
18	1.2. "Proposal" shall mean CONSULTANT's proposal entitled "Proposal to Provide: [name o
19	proposal]" dated [date]. The Proposal is attached as <b>Exhibit "B"</b> and incorporated herein by this reference.
20	2. <u>CONTRACT COORDINATION.</u>
21	CONSULTANT shall assign a single Contract Manager to have overall responsibility for the
22	progress and execution of this Agreement. [name of manager] is hereby designated as the Contrac
23	Manager for CONSULTANT. Should circumstances or conditions subsequent to the execution of this
24	Agreement require a substitute Contract Manager for any reason, the Contract Manager's designee shall be
25	subject to the prior written acceptance and approval of ICTC.
26	
27	
28	

### 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. <u>PAYMENT</u>.

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. <u>METHOD OF PAYMENT</u>.

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. <u>INDEMNIFICATION</u>.

- A. <u>Indemnity for Professional Services</u>. 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 1
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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. <u>ASSIGNMENT</u>.

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:

Attn: Project Manager

ICTC CONSULTANT

Attn: Executive Director 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. <u>ENTIRE AGREEMENT</u>.

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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### 1 28. AUTHORITY. 2 Each individual executing this Agreement on behalf of CONSULTANT represents and warrants 3 that: 4 28.1. He/She is duly authorized to execute and deliver this Agreement on behalf of 5 CONSULTANT; 28.2. Such execution and delivery is in accordance with the terms of the Articles of 6 7 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and; 8 This Agreement is binding upon CONSULTANT accordance with its terms. 29. 9 COUNTERPARTS. 10 This Agreement may be executed in counterparts. 30. 11 REVIEW OF AGREEMENT TERMS. 12 This Agreement has been reviewed and revised by legal counsel for both ICTC and 13 CONSULTANT, and no presumption or rule that ambiguities shall be construed against the drafting 14 Party shall apply to the interpretation or enforcement of the same or any subsequent amendments 15 thereto. 16 /// 17 /// 18 /// 19 /// 20 /// 21 /// 22 /// 23 /// 24 /// 25 /// 26 /// 27 ///

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1	IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first
2	above written.
3	IMPERIAL COUNTY TRANSPORTATION COMMISSION:
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6	Chair
7	ATTEST:
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9	
10	Secretary to the Commission
11	CONSULTANT:
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13	
14	By:
15	APPROVED AS TO FORM:
16	COUNTY COUNSEL
17	COUNTI COUNSEL
18	Den
19	By: Deputy County Counsel
20	Deputy County Counsel
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