

DECEMBER 2016

# Imperial County Transportation Commission (ICTC)

## Request for Proposals for IVT Transit Services Maintenance Audit



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# **THE IMPERIAL COUNTY TRANSPORTATION COMMISSION**

## **Request for Proposals For FY 2017 – 2019 Imperial Valley Transit (IVT) Transit Services Maintenance Audit**

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### **I. INTRODUCTION**

The Imperial County Transportation Commission (ICTC) is seeking proposals from qualified consultant individuals or firms, for annual professional, maintenance inspections and audit reporting services. This Request for Proposal (RFP) describes the project, the required scope of services, the consultant selection process, and the minimum information that must be included in the consultant's response to the RFP. The Imperial County Transportation Commission shall hereinafter be referred to as "ICTC".

ICTC desires to acquire consultant services for a three-year contract. This contract is expected to cover the FY 2016-17, FY 2017-18, FY 2018-19 fiscal years.

The contract will be regulated according to the provisions of 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. This project is locally funded. No federal funds are anticipated to be used on this project, however, the consultant will be required to adhere to Federal, State and local operations, maintenance and administrative reporting requirements.

### **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.

The region of the Imperial Valley contains approximately 4,598 square miles. The greatest number of private sector jobs are associated with agriculture and retail sales, behind employment in the government sector.. Most of the area's geography is flat, at or below sea level. The climate is described as arid desert with summer temperatures reaching 115° Fahrenheit.

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

The region has been declared to be under the *Urban Bus Fleet Rule* and the *Transit Fleet Rule* by the California Air Resources Board. In 2004, ICTC examined the use of alternative fuel for the transit systems. ICTC selected the ultra-low sulfur diesel fuel path for fixed route and paratransit service operations.

Following the completion of the Evaluation Committee recommendations, the Executive Director of the ICTC will make a recommendation to the Commission for award of contract. All responsive proposals will be considered and evaluated, however, the ICTC is not guaranteeing to accept any Consultant's proposal, recommendations or pricing.

### **III. ESTIMATED 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	December 14, 2017
B.	Non mandatory Prebid meeting	January 6, 2017
C.	Proposal Due Date	January 20, 2017
D.	Provider Ranking and Staff Recommendation (non-public opening)	Week of January 23rd 2017
E.	Oral Interviews (if utilized)	Week of January 30th 2017
F.	Selection and Notification Award	February 2017 (estimate)
G.	Approval of Contract	February 2017 (estimate)
H.	Notice of Award/Notice to Proceed	February 2017 (estimate)
I.	Completed Initial Draft Report for Staff review	May 1, 2017
J.	Delivery of Final Report	June 1, 2017

## **IV. PROJECT SUMMARY**

### **A. Project Background/Project Description**

ICTC is distributing an RFP for annual inspections and maintenance audit of the inventory, equipment and maintenance services of the public fixed route, dial-a-ride, non-emergency medical and paratransit services operators. Day to day operation and maintenance is contracted. ICTC is accountable for maintaining a “state of good repair” and providing a quality level of transit services in an efficient and cost effective manner.

ICTC is seeking subject matter experts in fleet maintenance and asset management. Therefore the following questions at a minimum should be addressed in this project:

1. Are contractors performing required maintenance of ICTC owned vehicles timely and in accordance with manufacturers’ recommendations?
2. Are ICTC contracts appropriately worded to hold contractors accountable?
3. Are contractual definitions of maintenance terms consistent with industry practices and understood by ICTC staff and contractor staff? Should changes be made to contract language? (i.e., roadcalls)
4. Is the ICTC staff oversight effective? Does it identify, communicate and resolve deficiencies in order to ensure the safety and reliability of the transit fleet?
5. Are pricing mechanisms in line with industry practices for parts and maintenance services?
6. Are contractor maintenance staffing requirements sufficient to ensure proper and efficient turnaround of maintenance of vehicles?

The specific contracts in services at this time are as follows:

1. First Transit, Inc

Mr. Charles Brockwell, General Manager 760-482-2900

- a. Imperial Valley Transit (IVT)
- b. Imperial Valley Transit – IVT Blue, Green and Gold Lines
- c. IVT Access
- d. IVT RIDE
- e. IVT MedTrans

Therefore, the purpose of this project is twofold:

1. Provide information and guidance to ICTC staff relative to the asset management responsibilities for the contracted services

2. Conduct annual vehicle inspections and maintenance program audits of the entire Imperial Valley Transit (IVT, IVT Access, IVT Ride, IVT Medtrans and MV-1s) vehicle fleet operated and maintained by transit contractors.

Additional or reasonable recommendations for additions, alterations or changes in the scope of work made by a Consultant in a proposal shall be considered. However, ICTC is not required to accept any suggestions or recommendations for any proposed alterations or changes.

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

Currently, there is no budget established for this project. The budget will be established upon contract award in the FY 2016-17 ICTC Overall Work Plan and Budget. Proposers should review the scope of work and provide their best pricing and hours that they determine to be required to accomplish this project.

#### **C. Payment**

The ICTC desires to sign a three-year contract, effective with an anticipated start date of February 2017, through June 30, 2019. An itemized price sheet is required from the Provider for the full period. However, in the event of service changes for any given year, the Provider and ICTC may negotiate a revised scope and pricing prior, to the start of each fiscal year.

The selected consultant will be paid by the fixed fee method, with itemized monthly invoices based on deliverables or confirmed task's completed. ICTC will retain 10% from each invoice to be settled annually.

### **V. SCOPE OF REQUIRED SERVICES**

The Consultant shall coordinate, manage, and control all activities necessary to perform the inspection and maintenance audit services as described in this Scope of Work and carry out its responsibilities under this Agreement. The Consultant shall be responsible for the costs of all equipment and supplies necessary for the performance of said services.

#### **Task I General Requirements**

##### **Task I.A Project Personnel**

The Consultant will assign staff to the project that shall be appropriately trained, certified and recognized in the transit industry as having the requisite knowledge of transit bus and paratransit vehicle maintenance requirements and inspection methods.

The Consultant shall ensure that its employees meet all applicable laws, codes and safety standards as set by Federal, State and local governments while performing any and all services.

### **Task I.B Project Kick off Meeting**

The Consultant will arrange for an initial project kick off meeting for coordination and introduction of all involved participants.

### **Task I.C Inspection Reporting**

The Consultant will readily produce any maintenance reports based on the inspection services provided to ICTC if required by different regulatory agencies, as well as other reports ICTC may from time to time, request related to vehicle inspections.

## **Task II Transit Bus Pre- and Post- Delivery Inspections**

### **Task II.A.1 Pre-Delivery Inspections**

ICTC is seeking funding to complete the purchase of several new cutaway buses and MV-1s in 2017. ICTC is anticipating the new cutaway buses will be acquired after February 2017. These vehicles will be locally funded and require post-delivery inspections by the Consultant. There are no federally funded vehicle purchases planned during the life of this contract. However, if a federally funded purchase develops, a pre- and post-delivery inspection with an in-plant quality assurance inspection of these buses may be requested for an additional fee, as part of this contract.

### **Task II.A.2 Post-Delivery Inspections**

The Consultant will physically inspect and confirm that the vehicles delivered meet established contractual and vehicle order specifications and that the vehicles are in proper working order to be placed into revenue service.

## **Task III Annual Fleet Inspections and Maintenance Audits**

ICTC currently has a fleet of fifty (53) ICTC owned vehicles. The fleet is comprised of twenty two (22) Fixed Route Buses and thirty one (31) Dial-A-Ride, Paratransit Demand Response, Non-Emergency Medical Transportation vehicles and MV-1's. Most of the vehicles have security cameras and Wifi capability. Vehicle maintenance is currently provided by the transit services operator, First Transit, Inc.

The current fleet structure is as follows:

### **Imperial Valley Transit (IVT) – Fixed Route Service**

1. Six (6) 2016 Starcraft Allstar Ford E450s Cutaway Vehicles
2. Ten (10) 2012 Low Floor Gillig's
3. Six (6) 2015 Low Floor Gillig's,

#### IVT Ride (Dial-a-Ride Service for Senior's and Persons with Disabilities)

1. Nine (9) 2015 Champion LF Transport Ford E450 Cutaway Vehicles
2. Five (5) 2016 Champion LF Transport Ford E450 Cutaway Vehicles
3. One (1) MV-1 Vehicle

#### IVT Access (ADA Paratransit Service)

1. Eleven (11) 2016 Starcraft Allstar Ford E450s Cutaway Vehicles

#### IVT Medtrans (Non-Emergency Transportation from the Imperial Valley to San Diego)

1. Four (4) 2016 Starcraft Allstar Ford E450 (one smaller sweeper model)
2. One (1) MV-1 Vehicle

### **Task III.A.1 Maintenance Audit**

ICTC intends to provide vehicle maintenance oversight through these third party annual fleet maintenance audits. The physical inspection and maintenance audit will review the Operator's (i.e., transit services contractor) maintenance performance and associated documentation including but not limited to preventative maintenance and inspection records. The Consultant will readily produce a variety of maintenance reports based on the following inspections:

1. All vehicle mechanical systems
2. Interior and exterior vehicle condition
3. All safety features
4. All ADA features
5. Drawing representative oil samples for fluids analysis testing
6. Compliance with preventive maintenance inspection (PMI) schedule requirements and associated records
7. Compliance with applicable Federal, State (CHP), and local regulations
8. Compliance with maintenance warranties
9. Daily Operator Inspection Records
10. Road Call and Down Report Documentation

### **Task III.A.2 Inspection Scheduling**

Consultant will pre-schedule annual fleet inspections on dates approved by ICTC and will attempt to conduct inspections on Saturdays and Sundays, or as otherwise coordinated with the transit services contractor. The transit services contractor will make vehicles available on a rotating basis if the vehicles are scheduled in service during the inspection. It is anticipated that the annual inspections and audits will occur beginning in April 2017.

### **Task III.A.3 Vehicle Quantity**

It is anticipated that in FY 2017, the fixed route fleet will expand with the addition of several new Cutaway vehicles.

ICTC is also seeking to obtain funding to purchase two (2) new MV-1 vehicles. It is unknown if the purchase may take place during the FY 2017.

During each fiscal year of the agreement term, the Consultant will inspect and document conditions for at a minimum 100% of the entire ICTC fleet.

All vehicle inspections and audits should include and not be limited to observations in the following areas:

- Fleet appearance
- Cleanliness of the vehicle interior
- Work and lift space
- Safety issues
- Maintenance scheduling
- Work Order processing
- Parts issues

The Consultant's audit team shall have the experience and knowledge required to identify trends in repeat work and road calls that are a significant source of data used to evaluate the effectiveness of a maintenance program. If negative trends are discovered, recommendations and action plans can be developed, that if implemented and followed-up can lead to improvements in vehicle reliability. Better vehicle reliability can lead to improvements in operator morale, passenger comfort, and most importantly public perception.

### **Task III.A.4 Audit Report**

The Consultant shall prepare an annual Audit Report noting any and all inspections and audit findings, individual reports and ant support documentation completed. The report shall include an Executive Summary that shall include the following items:

- Introduction
- Audit Objectives
- General Conclusions
- Summary of findings and recommendations

The detailed report shall also include the following:

- Background Information
- Audit Scope and Methodology



- Vehicle condition reports, including body diagrams highlighting damage, and written narratives of defects found.
- Photographs of all significant discrepancies organized by vehicle with number
- Overview of findings with maintenance programs, and adherence to vehicle preventive maintenance program provision
- Comparison to other similar peer public transit programs
- Recommendations with action plans for program improvements

In addition to the written reports, it is important to ICTC that the Consultant follow-up with a question and answer session to insure all elements of the report are understood. The Consultant's report must be presented in draft form and allow for comment by ICTC and the transit contractor prior to its final acceptance.

## VI. LOCATION

The fleet audits will take place at the Imperial Valley Transit Maintenance Yard, 792 E. Ross Road, El Centro, CA 92243. ICTC reserves the right to change the location of the maintenance audits. The Consultant would be given at least thirty (30) days' notice if a location change should occur.

## VII. PROPOSAL REQUIREMENTS

### A. GENERAL

1. The proposal should be concise, well organized and demonstrate the proposer's qualifications and experience applicable to the project. The proposal shall be limited to 100 pages, inclusive of resumes, graphics, forms, pictures, artwork, photographs, cover letter, etc., but not of letters of commitment from subcontractors. Type size and margins for text pages should be in keeping with accepted standard formats for desktop publishing and processing and should result in no more than five hundred (500) words per page.
2. The written proposal must include a discussion of the proposer's approach to the project, a breakdown and explanation of project tasks, a proposed project schedule, an estimate of costs and documentation of the firm and consultant's qualifications for the scope of work. The cost estimate should be submitted in a separate sealed envelope.
3. The proposer will be evaluated based upon the information submitted in accordance with the evaluation criteria in **Section IX**, and compliance with all requirements of this RFP.

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## 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 year's proposer's company has been in business.
- c. Legal form of company (partnership, corporation, joint venture, etc.). If joint venture, identify the members of the joint venture and provide all information required within the section for each member. If a corporation, certify that the corporation is in good standing with the Secretary of State.
- d. If a company is wholly-owned subsidiary of a "parent company," provide the legal name and form of the parent company.
- e. Address(es) of primary office(s) for project manager and staff that will work on this project.
- f. If DBE certified, identify certifying agency, as well as gender and ethnicity.
- g. Name, title, address, email address and telephone number of the person to contact concerning the proposal.
- h. State whether the proposer has filed bankruptcy in the last ten (10) years and provide any other relevant information concerning whether the proposer is financially capable of completing this project.
- i. Provide all applicable license numbers for licenses relevant to or required for this project, the names of the holders of those licenses, and the names of the agencies issuing those licenses.

3. *Experience and Technical Competence*

Describe the proposer's experience in completing similar consulting efforts. List three (3) successfully completed projects of a similar nature. For each completed project, provide the name of the company and project manager the proposer performed worked for, telephone numbers, type of work performed, and dollar value of the contracts. The proposer shall also provide information pertaining to the size of the fleet and a brief description of the services provided for the agency. The proposer should highlight any accomplishments in the implementation of each contractual agreement. 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.

Proposer should include a detailed description of procedures to accomplish any and all pre-delivery, post-delivery, inline inspections and annual vehicle inspections and maintenance audits. The proposer will provide the ICTC with written procedures and sample inspection checklists from a like project that are used to evaluate the pre-delivery, post-delivery, inline inspections and annual inspection processes and demonstrates the proposer's ability to complete the required inspections and audits. The proposer will describe the methodology for how the proposer will be providing the inspection services including the number of days, amount of time, number of staff proposed, methods of review and analysis and any other pertinent information. The proposer should include any value added strategies employed to enhance production quality, reducing opportunity for equipment malfunction. The proposer shall also provide a sample pre, post, inline inspection, fleet inspection and maintenance audit report for similar services that the proposer has completed for another agency.

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

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

6. *Project Organization and Key Personnel*

- a. Describe proposed project organization, including identification and responsibilities of key personnel. Indicate role and responsibility of prime consultants and all subconsultants, including DBE subconsultants. If applicable, indicate how local firms are being utilized to ensure a strong understanding of State and local laws, ordinances, regulations, policies, requirements and permitting. Indicate the extent of the commitment of key personnel for the duration of the project and furnish resumes of key personnel. Provide an indication of the staffing level for the project. ICTC's evaluation of the proposal will consider the proposer's entire team; therefore, no changes in the team composition will be allowed without prior written approval of ICTC. Subconsultant letters of commitment are required.
- b. Describe the experience of the proposer's project team in detail, including the team's project manager, and other key staff members, on projects of similar size, capacity, and dollar value. For each similar project, include the client's name and telephone number. It is ICTC's policy to interview proposer's references.

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

- a. Proposers are urged to obtain disadvantaged business enterprise (DBE) participation on this project, although there is no project goal for DBE participation. It is ICTC policy to provide disadvantaged, minority, small business and women-owned business enterprises, as defined in Part 26, Title 49 CFR, an equitable opportunity to participate in all contracting opportunities. ICTC's DBE Program, which includes minority and women-owned business enterprises, is designed so that contract administration, consultant selection, and all related procurement activities are conducted without regard to race, color, religion, disability, political beliefs, age, national origin, gender, or cultural background. Accordingly, no firm or individual shall be denied the opportunity to compete for ICTC contracts by reasons so stated or implied.
- b. ICTC requires all potential ICTC consultants to comply with Title VI and Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act, as amended,

and all other applicable discrimination laws. ICTC will not tolerate illegal discrimination or harassment by its consultants.

- c. Describe the proposer's overall plan to make contracting opportunities available to all interested and qualified firms. This includes a strategy to identify the available subcontracting resources and a willingness to make subcontracting opportunities available to such firms.
- d. Submit a subconsultant list, if applicable, which lists any subconsultants for this project, DBE status (if applicable), scope of work, and approximate percentage of the work performed by subconsultants (as a percentage of the total award to the prime consultant). In accordance with current federal regulations, DBEs and joint ventures involving DBEs must be certified for eligibility by Caltrans, by other qualified Department of Transportation recipients or by other certifying public agencies. Documentation verifying DBE status must be submitted in the proposal for all firms (prime consultant or subconsultant) claiming such status.

8. *Previous Contracts with ICTC*

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

9. *Exceptions/Deviations to this Request for Proposal*

State any requested exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual agreement" exceptions. Each exception must reference the particular section and page in the RFP, Scope of Work or a draft 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 any addenda issued to this RFP.

11. *Statement of Impartiality*

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

12. *Detailed Cost Estimate*

Provide an estimate of the total direct and indirect costs to complete all tasks identified in the scope of work. A detailed cost breakdown shall be provided for Pre and Post Delivery Inspections and Audits, Annual Fleet Inspections, Inline Inspections and Maintenance Audit Functions. The detailed cost breakdowns should identify: 1) the number of staff hours and hourly rates for each professional and administrative staff person who will be committed to this project, including fringe and overhead costs; 2) an estimate of all other direct costs, such as material and reproduction costs; and 3) an estimate of subconsultant services, if needed.

13. *Confidential or Proprietary Information*

All proposals submitted in response to this RFP become the property of ICTC and are public records and, as such, may be subject to public review. Proposals and the documents constituting any contract entered into thereafter become the exclusive property of the ICTC and shall be subject to the California Public Records Act (Government Code Sections 6250 *et seq.*; "the Act"). The ICTC's use and disclosure of its records are governed by the Act.

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

In the event of litigation concerning disclosure of information the Provider considers exempt from disclosure, the ICTC will act as stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the ICTC is required to defend an action arising out of a request pursuant to the Act for any of the contents of the Provider's proposal marked

“Confidential” or “Proprietary,” the Provider shall defend and indemnify the ICTC from all liability, damages, costs and expense, including attorneys’ fees, in any action or proceeding arising under the Act.

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

## VIII. SUBMITTAL REQUIREMENTS

A. Proposals shall be submitted in two (2) sealed packages. Each package shall be clearly marked and indicating which services the responses pertain to. The proposal shall be held in confidence until the award of the contract. At that time it becomes a matter of public record. The individual price proposal sheet shall be retained as proprietary and confidential, if so marked as “confidential.”

1. Provider shall submit package No. 1 with one (1) original, four (4) copies and one (1) PDF copy on a thumb drive, each marked “*IVT Transit Maintenance Audit 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 Transit Maintenance Audit 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 January 20, 2017 at the office of:

Mark Baza, Executive Director  
Imperial County Transportation Commission  
1405 N. Imperial Suite 1  
El Centro, CA. 92243

Postmarks will not be accepted in lieu of this requirement.

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

## **VIX. PRE-SUBMITTAL ACTIVITIES**

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

A non mandatory pre-bid meeting is scheduled for 9:00AM on January 6, 2017.

All questions relating to the RFP will be addressed as an addendum to the RFP, which will be posted on the [www.imperialctc.org](http://www.imperialctc.org) website. Questions must be received from prospective bidders in writing via mail, facsimile, E-mail or hand delivery no later than 3 P.M. local time, on January 3, 2017 addressed to:

David Aguirre, Project Coordinator  
Imperial County Transportation Commission  
1405 N. Imperial Ave.  
El Centro, CA 92243  
760-592-4494  
E-mail: davidaguirre@imperialctc.org



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

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

**X. RESPONSIBILITIES OF ICTC**

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

**XI. 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.

## **XII. EVALUATION CRITERIA**

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

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

### **A. Project Technical Experience [20 Points]**

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

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

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

### **C. Project Team / Staff Qualifications [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 vehicle inspections and maintenance audit completion, etc.

### **D. Cost/Price [15 Points]**

Proposals will be evaluated for providing the most 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.

### **XIII. SPECIAL CONDITIONS**

#### **A. Reservations**

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

#### **B. Public Records**

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

#### **C. Right to Cancel**

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

#### **D. Additional Information**

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

#### **E. Conflict of Interest**

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

#### **F. Public Information**

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

#### **G. Data Collection**

Upon completion of this project, the accumulated documentation becomes the property of the ICTC. The selected consultant will turn over all data, documents,

reports, graphs, maps, etc. to 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.

### **XIV. PROTESTS**

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

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

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

#### **A. Protest Contents**

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

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

Protests shall be addressed to:

David Aguirre, Project Coordinator  
Imperial County Transportation Commission  
1405 N. Imperial Ave. Suite 1  
El Centro, CA 92243

**B. Reply to Protest**

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

**C. Request for Protest Reconsideration**

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

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

**D. State Appeal Process**

Under certain limited circumstances, and after the protestor has exhausted all administrative protest remedies made available at the local level, an interested party may protest to the California Department of Transportation (Department).

Department review of any protest will be limited to:

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

The protest filed with Department shall include:

1. The name and address of the protester.
2. Clear identification of the local agency responsible for the RFP process.
3. A statement of the grounds for protest and any supporting documentation (the grounds for protest filed with Department must be fully supported to the extent feasible. Additional materials in support of an initial protest will only be considered if authorized by the FTA regulations).
4. A copy of the protest filed with the local agency, and a copy of local agency's decision, if any.
5. Indication of the desired ruling or relief from Department.

Such support should be sent to:

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

Attachments:

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



**PROPOSAL EVALUATION FORM**

**SAMPLE**

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

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

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

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

<b>CRITERIA</b>	<b>MAXIMUM POINTS</b>	<b>SCORE</b>
A. Project Experience	[25 Points]	
B. Proposed Methodology and Approach to Work	[20 Points]	
C. Staff Qualifications	[25 Points]	
D. Price and Best Value	[20 Points]	
E. Completeness of the Proposal and References	[10 Points]	

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

Comments:





1 AGREEMENT FOR SERVICES

2  
3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this \_\_\_\_\_ day  
4 of \_\_\_\_\_, 2017, by and between the IMPERIAL COUNTY TRANSPORTATION  
5 COMMISSION (“ICTC”) and \_\_\_\_\_,  
6 (“CONSULTANT”).

7 **WITNESSETH**

8 **WHEREAS** ICTC desires to retain a qualified individual, firm or business entity to provide  
9 professional services for the annual review and audit of maintenance practices and services for public  
10 transit revenue service hour vehicles and non revenue service hour vehicles owned by ICTC, and operated  
11 by the transit contractor(s) (“The Project”); and

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

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

16 1. DEFINITION.

17 “RFP” shall mean ICTC’s Request for Proposal (RFP) entitled “IVT Services Maintenance Audit  
18 2017” The RFP is attached as Exhibit “B” and incorporated herein by this reference.

19 “Proposal” shall mean CONSULTANT’s proposal for “Imperial County Transportation  
20 Commission Request for Proposal Project: \_\_\_\_\_”. The  
21 proposal is attached as Exhibit “B” and incorporated herein by this reference.

22 2. CONTRACT COORDINATION.

23 CONSULTANT shall assign a single Contract Manager to have overall responsibility for the  
24 progress and execution of this Agreement. \_\_\_\_\_ is hereby designated as the Contract Manager  
25 for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement  
26 require a substitute Contract Manager for any reason, the Contract Manager designee shall be subject to  
27 the prior written acceptance and approval of ICTC.

28 ///

1 3. DESCRIPTION OF WORK.

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

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

7 4. WORK TO BE PERFORMED BY CONSULTANT.

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

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

12 4.3. CONSULTANT shall:

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

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

20 4.3.3. At all times observe and comply with, and cause all of its employees to observe  
21 and comply with all of said laws, ordinances, regulations, orders and decrees mentioned above;  
22 and

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

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

1 ICTC.

2 5. REPRESENTATIONS BY CONSULTANT.

3 5.1. CONSULTANT understands and agrees that ICTC has limited knowledge in the area or  
4 areas specified in the Proposal. CONSULTANT has represented itself to be expert in these fields and  
5 understands that ICTC is relying upon such representation.

6 5.2. Subject to 5.2.1, CONSULTANT represents and warrants that it is a lawful entity  
7 possessing all required licenses and authorities to do business in the State of California and perform all  
8 aspects of this Agreement.

9 5.2.1. CONSULTANT shall not commence any work under this Agreement or provide  
10 any other services, or materials, in connection therewith until CONSULTANT has received  
11 written authorization from ICTC to do so.

12 5.3. CONSULTANT represents and warrants that the people executing this Agreement on  
13 behalf of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind  
14 CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.

15 5.4. CONSULTANT represents and warrants that any employee, contractor and/or agent who  
16 will be performing any of the duties and obligations of CONSULTANT herein possess all required  
17 licenses and authorities, as well as the experience and training, to perform such tasks.

18 5.5. CONSULTANT represents and warrants that the allegations contained in the Proposal are  
19 true and correct.

20 5.6. CONSULTANT understands that ICTC considers the representations made herein to be  
21 material and would not enter into this Agreement with CONSULTANT if such representations were not  
22 made.

23 6. COMPENSATION.

24 The total compensation payable under this Agreement for the entire three year period shall not  
25 exceed \_\_\_\_\_

26 \_\_\_\_\_ (\$), unless otherwise previously agreed to by ICTC.

27 ///

28 ///

1 7. PAYMENT.

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

7 8. METHOD OF PAYMENT.

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

12 9. TIME FOR COMPLETION OF THE WORK.

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

17 10. SUSPENSION OF AGREEMENT.

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

22 11. SUSPENSION AND/OR TERMINATION.

23 11.1. ICTC retains the right to terminate this Agreement for any reason by notifying  
24 CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and  
25 payable to the date of termination; provided, however, if this Agreement is terminated for fault of  
26 CONSULTANT, ICTC shall be obligated to compensate CONSULTANT only for that portion of  
27 CONSULTANT'S services which are of benefit to ICTC. Said compensation is to be arrived at by  
28 mutual agreement between ICTC and CONSULTANT; should the parties fail to agree on said

1 compensation, an independent arbitrator shall be appointed and the decision of the arbitrator shall be  
2 binding upon the parties.

3 11.2. Upon such termination, CONSULTANT shall immediately turn over to ICTC any and all  
4 copies of videotapes, studies, sketches, drawings, computations and other data, whether or not completed,  
5 prepared by CONSULTANT in connection with this Agreement. Such materials shall become the  
6 permanent property of ICTC.

7 12. INSPECTION.

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

13 13. OWNERSHIP OF MATERIALS.

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

17 14. INTEREST OF CONSULTANT.

18 14.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any  
19 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the  
20 performance of the services hereunder.

21 14.2. CONSULTANT covenants that, in the performance of this Agreement, no subcontractor  
22 or person having such an interest shall be employed.

23 14.3. CONSULTANT certifies that no one who has or will have any financial interest under this  
24 Agreement is an officer or employee of ICTC.

25 15. INDEMNIFICATION

26 To the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless and  
27 defend ICTC and each of its members, board members, officers, employees, agents and volunteers  
28 from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort

1 or strict liability, including but not limited to personal injury, death at any time and property damage)  
2 incurred by ICTC, CONSULTANT or any other person, and from any and all claims, demands and  
3 actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have  
4 arisen directly or indirectly out of performance of this Agreement. CONSULTANT'S obligations  
5 under the preceding sentence shall apply regardless of whether ICTC or any of its and each of its  
6 members, board members, officers, employees, agents and volunteers are negligent, but shall not apply  
7 to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross  
8 negligence, or caused by the willful misconduct, of ICTC and each of its members, board members,  
9 officers, employees, agents and volunteers.

10 If CONSULTANT should subcontract all or any portion of the work to be performed under this  
11 Agreement, CONSULTANT shall require each subcontractor to indemnify, hold harmless and defend  
12 ICTC and each of its members, board members, officers, employees, agents and volunteers in  
13 accordance with the terms of the preceding paragraph.

14 This section shall survive termination or expiration of this Agreement.

15 16. INDEPENDENT CONTRACTOR.

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

19 16.1. CONSULTANT is not an employee or agent of ICTC and is only responsible for the  
20 requirements and results specified by this Agreement or any other Agreement.

21 16.2. CONSULTANT shall be responsible to ICTC only for the requirements and results  
22 specified by this Agreement and except as specifically provided in this Agreement, shall not be subject  
23 to ICTC's control with respect to the physical actions or activities of CONSULTANT in fulfillment of  
24 the requirements of this Agreement.

25 16.3. CONSULTANT is not, and shall not be, entitled to receive from, or through, ICTC, and  
26 ICTC shall not provide, or be obligated to provide, CONSULTANT with Worker's Compensation  
27 coverage or any other type of employment or worker insurance or benefit coverage required or  
28

1 provided by any Federal, State or local law or regulation for, or normally afforded to, an employee of  
2 ICTC.

3 16.4. CONSULTANT shall not be entitled to have ICTC withhold or pay, and ICTC shall not  
4 withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social Security Old  
5 Age Pension Program, Social Security Disability Program, or any other type of pension, annuity, or  
6 disability program required or provided by any Federal, State or local law or regulation.

7 16.5. CONSULTANT shall not be entitled to participate in, or receive any benefit from, or  
8 make any claim against any ICTC fringe program, including, but not limited to, ICTC's pension plan,  
9 medical and health care plan, dental plan, life insurance plan, or any other type of benefit program,  
10 plan, or coverage designated for, provided to, or offered to ICTC's employee.

11 16.6. ICTC shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or  
12 local tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

13 16.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent  
14 and conduct itself as an independent contractor, not as an employee of ICTC.

15 16.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of,  
16 bind or obligate ICTC in any way without the written consent of ICTC.

17 17. INSURANCE.

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

- 24 (i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as  
25 broad as the most current version of Insurance Services Office (ISO) Commercial General  
26 Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property  
27 damage" and "personal and advertising injury" with coverage for premises and operations  
28 (including the use of owned and non-owned equipment), products and completed operations,



1 and contractual liability (including, without limitation, indemnity obligations under the  
2 Contract) with limits of liability of not less than the following:

3 \$1,000,000 per occurrence for bodily injury and property damage

4 \$1,000,000 per occurrence for personal and advertising injury

5 \$1,000,000 aggregate for products and completed operations

6 \$2,000,000 general aggregate

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

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

14 (iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than  
15 \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each  
16 employee.

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

20 In the event CONSULTANT maintains insurance or self-insurance with broader coverage  
21 and/or limits of liability greater than those shown above, ICTC requires and shall be entitled to the  
22 broader coverage and/or the higher limits of liability maintained by CONSULTANT. Any available  
23 insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be  
24 available to ICTC.

25 CONSULTANT shall be responsible for payment of any deductibles contained in any  
26 insurance policies required hereunder and CONSULTANT shall also be responsible for payment of  
27 any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and  
28 approved by, the ICTC's Executive Director or his/her designee. At the option of the ICTC's

1 Executive Director or his/her designee, either: (i) the insurer shall reduce or eliminate such deductibles  
2 or self-insured retentions as respects to ICTC, its board members, officers, employees, agents and  
3 volunteers: or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to ICTC's  
4 Executive Director or his/her designee, guaranteeing payment of losses and related investigations,  
5 claim administration and defense expenses. At no time shall ICTC be responsible for the payment of  
6 any deductibles or self-insured retentions.

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

15 The General Liability and Automobile Liability insurance policies shall be written on an  
16 occurrence form and shall name ICTC, its members, board members, officers, employees, agents and  
17 volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so  
18 CONSULTANT'S insurance shall be primary and no contribution shall be required of ICTC. The  
19 coverage shall contain no special limitations on the scope of protection afforded to ICTC, its members,  
20 board members, officers, employees, agents and volunteers. The Workers' Compensation insurance  
21 policy shall contain a waiver of subrogation as to ICTC, its members, board members, officers,  
22 employees, agents and volunteers.

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

- 25 1. The retroactive date must be shown, and must be before the effective date of the Agreement or  
the commencement of work by CONSULTANT.
- 26 2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years  
27 after any expiration or termination of the Agreement or, in the alternative, the policy shall be  
endorsed to provide not less than a 3-year discovery period.
- 28 3. 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 the commencement

1 of work by CONSULTANT, CONSULTANT must purchase extended reporting coverage for  
2 a minimum of 3 years following the expiration or termination of the Agreement.

3 4. A copy of the claims reporting requirements must be submitted to ICTC for review.

4 5. These requirements shall survive expiration or termination of the Agreement.

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

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

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

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

7 18. ASSIGNMENT.

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

11 19. NON-DISCRIMINATION.

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

28 //

1 20. NOTICES AND REPORTS.

2 20.1. All notices and reports under this Agreement shall be in writing and may be given by  
3 personal delivery or by mailing by certified mail, addressed as follows:

4 **ICTC:**

5 Attn: Executive Director  
6 Imperial County Transportation Commission  
7 1405 N. Imperial Ave., Suite 1  
8 El Centro, CA 92243

**CONSULTANT:**

9 20.2. All notices and reports under this Agreement may be given by personal delivery or by  
10 mailing by certified mail at such other address as either party may designate in a notice to the other  
11 party given in such manner.

12 20.3. Any notice given by mail shall be considered given when deposited in the United State  
13 Mail, postage prepaid, addressed as provided herein.

14 21. ENTIRE AGREEMENT.

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

18 22. MODIFICATION.

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

21 23. PARTIAL INVALIDITY.

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

25 24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

26 As used in this Agreement and whenever required by the context thereof, each number, both  
27 singular or plural, shall include all numbers, and each gender shall include a gender. CONSULTANT  
28 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

1 person acting in any fiduciary capacity as executor, administrator, trustee or in any other representative  
2 capacity or any other entity. All covenants herein contained on the part of CONSULTANT shall be  
3 joint and several if more than one person, firm or entity executes the Agreement.

4 25. WAIVER.

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

8 26. CHOICE OF LAW.

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

12 27. ATTORNEY'S FEES.

13 If either party brings an action to enforce the terms thereof or declare rights hereunder, the  
14 prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorney's fees  
15 and actual costs to be paid by the losing party as fixed by the court.

16 28. AUTHORITY.

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

19 28.1. He/She is duly authorized to execute and deliver this Agreement on behalf of  
20 CONSULTANT;

21 28.2. Such execution and delivery is in accordance with the terms of the Articles of  
22 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

23 28.3. This Agreement is binding upon CONSULTANT accordance with its terms.

24 29. COUNTERPARTS.

25 This Agreement may be executed in counterparts.

26 30. REVIEW OF AGREEMENT TERMS.

27 This Agreement has been reviewed and revised by legal counsel for both ICTC and  
28 CONSULTANT, and no presumption or rule that ambiguities shall be construed against the drafting

1 party shall apply to the interpretation or enforcement of the same or any subsequent amendments  
2 thereto

3 **IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first  
4 above written.

5 **IMPERIAL COUNTY**  
6 **TRANSPORTATION COMMISSION:**

7 By: \_\_\_\_\_  
8 Chairperson

9 **ATTEST:**

10 By: \_\_\_\_\_  
11 Secretary to the Commission

12 **CONSULTANT:**

13 By: \_\_\_\_\_  
14

15 **APPROVED AS TO FORM:**

16 **MICHAEL L. ROOD**  
17 **COUNTY COUNSEL**

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