

MAY 2024

Imperial County Transportation Commission (ICTC)

Request for Proposals for Annual Financial Audits

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I. INTRODUCTION

The Imperial County Transportation Commission (ICTC) is seeking proposals from qualified certified public accountant individuals or firms, for professional audit 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 proposal.

ICTC's Fiscal Year begins on July 1 and ends on June 30. This RFP is for performing the required audit and related reports for three fiscal years: ending June 30, 2024, June 30, 2025, June 30, 2026.

In order to meet reporting requirements, ICTC's goal is to have a completed draft audit by December 31st each year. The ICTC must review and approve, by Board action, the final draft of audits no later than February annually.

Other tasks to be performed include the following:

- Single Audit Financial Statement
- Determination of need for implementation of GASB Statements
- Federal Clearing House Report
- State Controller Annual Reports: Financial Transactions of Transit Operators (general public and disabled) Special District and the Government Compensation Report
- Transportation Development Act (TDA) and other applicable State required Compliance Reports

In addition, the ICTC may require on-going, infrequent consulting services for financial issues that may occur throughout the year.

The audit shall be performed by the Auditor, using the most current version of each of the standards and guidelines, in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits set forth in the Government Accountability Office's (GAO); the standards as presented by GASB, and the minimum procedures of local governments prescribed by the Office of the State Controller.

II. GENERAL BACKGROUND

ICTC is the sub-regional transportation planning and programming agency for the Imperial Valley region. The ICTC was created in 2010 pursuant to State SB 607. Planning and programming services had been previously provided under the Imperial Valley Association of Governments and the County of Imperial. ICTC also administers the regional public transit services in the region.

ICTC is an independent agency governed by a Commission composed of City council members and County supervisors from each of the region's eight (8) local governments and the Imperial

Irrigation District (IID). Membership includes the cities of Brawley, Calipatria, Calexico, El Centro, Holtville, Imperial, Westmorland, the County of Imperial and the IID.

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

ICTC functions as the administrating agency for the service authority for freeway emergencies (SAFE) in the County of Imperial. SAFE has been formed to establish and maintain a network of call boxes to enable motorists to obtain emergency assistance if they become stranded within the County's interstate or State highways. The program is funded by revenue generated from a \$1 fee assessed on vehicle registrations within the County.

On March 2, 2020, ICTC also took over the administration of the Imperial Valley Resource Management Agency (IVRMA). IVRMA serves as a waste recycling and disposal resource reduction information center for a all the communities and businesses located within Imperial County.

III. ESTIMATED PROJECT SCHEDULE

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

A.	Advertise and Issue RFP	May 28, 2024
B.	Non mandatory Prebid meeting	June 13, 2024
C.	Proposal Due Date	June 28, 2024
D.	Provider Ranking and Staff Recommendation (non-public opening)	Week of July 1st, 2024
E.	Oral Interviews (if utilized)	Week of July 1st, 2024
F.	Selection and Notification Award	July 2024 (estimate)
G.	Approval of Contract	July 2024 (estimate)
H.	Notice of Award/Notice to Proceed	July 2024 (estimate)
I.	Completed Initial Draft Report for Agency review - December (2024, 2025, 2026)	
J.	Presentation of Final DRAFT report to ICTC Management Committee February (2025, 2026, 2027)	

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- K. Presentation of Final Report to the ICTC Commission - February (2025, 2026, 2027)
 - L. Delivery of Final Report March (2025, 2026, 2027)

IV. PROJECT SUMMARY

A. Project Description

The ICTC is responsible for acquiring and utilizing directly or allocating monies to member agencies for the region of the County of Imperial. These funds include, but are not limited to; Federal Transit Administration (FTA) Section 5304, 5307, 5309, 5310, 5311 and 5339 funds, the State Transportation Development Act (TDA) the State Transit Assistance Fund (STA), Prop 1B State of Good Repair (SGR), Low Carbon Operations Program (LCTOP) and is required to certify compliance of its administration of funds, as well as, its day to day operations. ICTC also administers the Imperial County SAFE program and IVRMA.

ICTC is the fiscal agent for the Southern Border Broadband Consortium that has grants from the Public Utilities Commission (PUC). This project is conducted through an MOU with the Imperial Valley Economic Development Corporation. ICTC is required to certify compliance of its administration of these funds, as well as, its day to day operations.

ICTC is an independent governmental agency. To date, ICTC has completed program audits to satisfy the various federal and state requirements.

Program audits from the prior years are available at <https://www.imperialctc.org/publications-and-reports/transit-and-non-motorized> .

ICTC has been working towards completing a Comprehensive Annual Financial Report (CAFR), which includes the balance sheet, statement of revenue and expenditure, and changes in fund balance as well as an Independent Auditor's Report (opinion).

The primary objectives of the audit will be to report on the compliance and fiduciary capacity of the ICTC. The audits must be conducted to satisfy the requirements of the Secretary of the State's Business, Transportation and Housing Agency as set forth in the Transportation Development Act (TDA) as published by State Department of Transportation; PUC Sections 99245; CCR 6662, 6664, 6665, 6666 and 6667. The fiscal and compliance audits shall be performed in accordance with general accepted auditing standards for financial audits as set forth by the American Institute of Certified Public Accountants and, the standards as set forth in the U.S. General Accounting Office's Government Auditing Standards (2018) and soon to be 2024.

A Single audit shall be performed in accordance with generally accepted standards as set forth in the U.S General Accounting Office Government Auditing Standards (2018) and eventually 2024,

the provisions that pertain to the Single Audit Act of 1984 as amended in 1996, and the provision of the US Office of Management and Budget (OMB) Circular A-133 Audits of the State and Local Governments and Non Profit Organizations.

The ICTC does not reimburse for any cost of proposal preparation (including but not limited to parking, printing, postage, travel, etc.), even in the event of RFP cancellation.

This represents a draft scope of work outlining the prominent tasks that need to be accomplished as part of the financial audit services. The successful audit team will be expected to refine this scope of work prior to finalizing a contract for audit services. It is anticipated that the first year will require additional work from ICTC, as well as, the audit team to become familiar and develop the required communications and reports.

Any reasonable recommendations for additions, alterations, or changes to the scope of work made by a CPA firm 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

The budget for this effort has been set at \$85,000/annually. Additional reimbursement may become necessary for additional work required during the time period of this contract, will be renegotiated based on a cost per hour that is established in the pricing proposal.

C. Payment

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 until the final delivery of the product annually.

D. Working Paper Retention and Access

All working papers and reports must be retained, at the Auditor's expense, for a minimum of seven (7) years after the report is issued, unless the Auditor is notified in writing by ICTC of the need to extend the retention period. The Auditor will be required to make working papers available, upon request, to ICTC. ICTC would like to receive working paper data on an annual basis.

In addition, the Auditor shall respond to the reasonable inquiries of successor Auditors and allow successor Auditors to review working papers relating to matters of continuing accounting significance.

E. Unusual Discoveries/Conditions

If conditions are discovered, which lead to the belief that material errors, defalcations, or other irregularities may exist, or if any other circumstances are encountered that require extended services, the Auditor shall promptly advise the ICTC's Executive Director, and the Project Manager. No extended services shall be performed unless such are authorized.

F. Day to Day Transactions

The ICTC uses *Accufund* accounting software in its day-to-day financial operations. ICTC uses the County of Imperial's accounting processes and works closely with their Treasurer and Auditor Controller departments. ICTC continues to have access to the County of Imperial's Accounting Software *One Solutions*. IVRMA utilizes *One Solutions* as its primary accounting software

The ICTC operates as an independent agency; however, all funds are on deposit within the County of Imperial and at a local commercial bank. Communications and interaction must be established by the auditor with ICTC staff, as well as, the staff of the County Auditor Controller's office.

G. Magnitude of Finance Operations

The ICTC's Financial activities includes apportionment and allocation, purchasing, budgetary, accounting, accounts receivable/accounts payable functions.

H. Finance and Clerical Assistance

ICTC staff will provide reasonable assistance in providing the Auditor with the documentation required to perform an examination of ICTC's financial statements. Support will be arranged based upon mutual agreement between the Consultant and ICTC. Report preparation, editing and printing shall be the responsibility of the Auditor.

I. Fund Type and Description

The specific funds identified by the account numbers include:

1. Fund 7076 Local Transportation Fund (State - TDA funds)
2. Fund 7079 State Transit Assistance Fund (State)
3. Fund 7416 ICTC Transit Programs and Operations (various federal and State including TDA funds including a statement of compliance with the TDA)
4. Fund 7417 ICTC Regional Planning (various federal and State)
5. Fund 7481 Funds (various federal and State)
6. Fund 7482 SGR funds (State)
7. Fund 7553 LCTOP Funds (State)
8. Fund 7557 Regional Collaboration funds (federal and State)

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9. Fund 1574 SAFE Funds (State)
 10. Fund 1577 IVRMA (State)

V. SCOPE OF REQUIRED SERVICES

A. Project Kickoff Meeting

The purpose of the Kick off/Scoping Meeting is to 1) meet the primary participants in the audit process, 2) establish communications and 3) finalize a schedule for the project. The audit team will also provide and distribute agendas and meeting minutes to ICTC.

The auditor will send three (3) bound copies and one (1) electronic copy of each draft. Draft audits will be delivered to the Executive Director or his designee for review and comment by November 15th of each year.

Upon direction from the Executive Director or his designee, the auditor will then send three (3) bound copies and one (1) electronic copy of each final audit. Final audits will be delivered to the Executive Director or his designee by December 1st of each year.

The auditor is also responsible for the presentation of the audit reports to the Management Committee and the Commission. The Management Committee meetings occur on the 2nd Wednesday of the month at 10:30 AM. Commission meetings occur on the 4th Wednesday of the month at 6:00 PM. The specific date for the presentation will be determined, however it should be prior to the date the audits are due to the State Controllers Office.

The auditor must report immediately any instances of defalcation or misuse of any ICTC managed funds, or any serious non – compliance with the statutes or regulations to the ICTC, the administrator for the ICTC.

This represents a draft scope of work outlining the prominent tasks that need to be accomplished as part of the financial audit services. The successful audit team will be expected to refine this scope of work prior to finalizing a contract for audit services.

The auditor will be expected to arrange for progress meetings with the ICTC at any time upon request or when any problem is found during the field work which would materially affect the outcome of the audit.

Audit Effort:

Preparation of CAFR:

The proposed contract for services will include preparation of ICTC's financial statements of its governmental activities, including each major fund and the aggregate remaining fund information. The Firm chosen will be responsible for compiling ICTC's CAFR in accordance with generally accepted accounting principles and requirements. The Firm must ensure that all required disclosures/footnotes are included in the financial statements for that fiscal year.

Prepare Introductory Section

- Prepare Org Chart
- Prepare Independent Auditors Report

Prepare Financial Section

- Prepare Management Discussion and Analysis Section
- Prepare Statement of Net Position
- Prepare Statement of Activities
- Prepare Governmental Funds Balance Sheet
- Prepare Reconciliation of Governmental Funds Balance Sheet
- Prepare Statement of Revenues, Expenditures, and Changes in Fund Balances
- Prepare Reconciliation to Statement of Revenues, Expenditures, and Changes in Fund Balances
- Notes to Financial Statements

Required Supplemental Information

- Cost Sharing Retirement Plans Proportionate Share of the Net Pension Liability
- Schedule of Contributions
- LTF/STA listing of final allocations
- Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual General Fund

Supplementary Information

- Non Governmental Funds_
- Schedule of Expenditures of Federal Awards
- Notes to Schedule of Expenditures of Federal Awards

Statistical Section

- Financial Trends, Revenue Capacity, Debt Capacity, Demographic and Economic Information and Operating Information (3 – 10 year comparison)

Compliance Section

- Summary of Auditors Results

Other Services:

Other tasks to be performed include the following:

- Single Audit Financial Statement
- Determination of need for implementation of GASB Statements
- Federal Clearing House Report
- State Controller Annual Reports: Financial Transactions of Transit Operators (general public and disabled) Special District and the Government Compensation Report
- Transportation Development Act (TDA) and other applicable State required Compliance Reports

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 50 double sided pages (8.5 inches x 11 inches), inclusive of resumes, graphics, forms, pictures, photographs, dividers, front and back covers, cover letter, etc. 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, 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 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) that will work on this project.
- f. Name, title, address, email address and telephone number of the person to contact concerning the proposal.
- g. State whether the proposer has filed bankruptcy in the last ten (10) years and provide any other relevant information concerning whether the proposer is financially capable of completing this project.
- h. Provide all applicable license numbers for licenses relevant to or required for this project, the names of the holders of those licenses, and the names of the agencies issuing those licenses.

3. *Experience and Technical Competence*

Describe the proposer’s experience in completing similar consulting efforts. List three (3) successfully completed projects of a similar nature. For each completed project, provide the name of the company and project manager the proposer performed worked for, telephone numbers, type of work performed, and dollar value of the contracts. A project currently being performed may be submitted for consideration as one of these references.

4. *Proposed Method to Accomplish the Work*

Describe the proposer’s technical and management approach to the project and how the proposer will plan for and accommodate each into the project effort. Provide a proposed project schedule. Discuss how and what lines of communication will be implemented to maintain the project schedule. Provide a description of requirements or documentation to be requested from ICTC prior to work commencement.

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 Manager. 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 sub-consultants if any. Indicate how firms are being utilized to ensure a strong understanding of federal, State and local laws, ordinances, regulations, policies and requirements. Indicate the extent of the commitment of key personnel for the duration of the project and furnish 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. *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.

8. *Exceptions to this Request for Proposals*

The proposer shall certify whether it takes no exception(s) to this RFP, including but not limited to a sample Standard Agreement for Services (Attachment A). If the proposer does take exception(s) to any portion(s) of the RFP or contract, the specific portion(s) to which exception(s) is taken must be identified and explained. Failure to make exceptions to the RFP or contract will be deemed a waiver of any objection. Exceptions may be considered during the proposal evaluation process, but the ICTC is not obligated to accept or approve any exceptions.

9. *Addenda to this Request for Proposals*

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

10. *Statement of Impartiality*

The nature of this project requires an impartial unbiased approach on the part of the 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.

11. *Detailed Cost Estimate*

Provide an estimate of the total direct and indirect costs to complete all tasks identified in the scope of work. A detailed cost breakdown shall be provided identifying: 1) the number of staff hours and hourly rates for each professional and administrative staff person who will be committed to this project, including fringe and overhead costs; 2) an estimate of all other direct costs, such as material and reproduction costs; and 3) an estimate of subconsultant services, if needed. Since ICTC, IVRMA and SAFE have separate cost centers, the Consultant should highlight the proposed cost to complete the audit of each of the entities separately.

VII. SUBMITTAL REQUIREMENTS

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

1. Provider shall submit package No. 1 with one (1) original, four (4) copies and one (1) PDF copy on a thumb drive, each marked "**ICTC Financial Audit Services**" The package shall bear the Provider's name and address.
2. Provider shall submit package No. 2 with one (1) original and four (4) copies in a sealed envelope marked "**ICTC Financial Audit Services 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 28, 2024** at the offices of:

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

Postmarks will not be accepted in lieu of this requirement.

- D. Proposals are to be submitted in sealed packages with the following information clearly marked on the outside of each package.

1. Name of proposer
2. Project title
3. Package Number (e.g., 1 of 2)

- E. Failure to comply with requirements of the RFP may result in disqualification. ICTC is not responsible for finding, correcting, or seeking clarification regarding ambiguities or errors in proposals. If a proposal is found to contain ambiguities or errors, it may receive a lower score during the evaluation process. ICTC reserves the right to disqualify a proposed detailed cost estimate with mathematical or clerical errors, inconsistencies or missing information which prevent ICTC from fully evaluating the proposal. ICTC may, but is not required to, seek clarification from a proposer regarding information in a proposal. Errors and ambiguities in proposals will be interpreted in favor of ICTC.

- F. Proposals and/or modifications received subsequent to the hour and date specified above will not be considered.

VIII. PRE-SUBMITTAL ACTIVITIES

A. Questions Concerning Request for Proposals

A non-mandatory pre-bid meeting is scheduled for **10:00AM on June 13, 2024**.

The non-mandatory pre-bid meeting will be conducted via Zoom/Teams. Information will be provided via addendum. ICTC will not be responsible for loss of connections or inability to hear and participate in the conversation due to other technical issues.

All questions relating to the RFP will be addressed as an addendum to the RFP, which will be posted on the 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. on June 12, 2024** addressed to:

Gustavo Gomez, Associate Transportation Planner
Imperial County Transportation Commission
1503 N. Imperial Ave. Suite 104
El Centro, CA 92243
760-592-4494
E-mail: gustavogomez@imperialctc.org

B. Revision/Addendum to the Request for Proposals

ICTC reserves the right to revise the RFP and issue addendums prior to the date that proposals are due. Revisions to the RFP shall be posted on the Web page devoted to this RFP at least one full business day prior to the deadline for proposals. It is the responsibility of the proposer to contact the project coordinator and check the Web site for any revisions related to this RFP.

IX. RESPONSIBILITIES OF THE ICTC

- A. The ICTC will provide management oversight, coordinate communications and introductions, and conduct administrative arrangements.
- B. The ICTC will pay an agreed upon amount within 30 days after submittal of an invoice(s). The ICTC will retain 10% of each invoice until the completion of the project annually.
- C. Upon request ICTC will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to telephone lines, photocopying facilities and FAX machines subject to reasonable restrictions.

X. CONSULTANT EVALUATION AND SELECTION PROCESS

- A. ICTC will establish a project evaluation committee (“Committee”) for this project that will include representatives from ICTC and its member agencies with experience and expertise in the related discipline(s).
- B. Based upon the proposals submitted, the Committee may select a short-list of qualified firms for this project. ICTC reserves the right to make final 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.

- C. The Committee will recommend the top-ranked proposer to ICTC's Executive Director who will request Commission authority to award a contract. The Commission has final authority for selection. The proposer selected will be sent a Notice of Award/Notice to Proceed.

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. Should oral interviews be conducted, ICTC anticipates conducting them via digital platform. 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 [25 Points]

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

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

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

C. Staff Qualifications [25 Points]

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

D. Price and Best Value [20 Points]

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

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

References in the proposals will be evaluated.

XII. SPECIAL CONDITIONS

A. Reservations

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

B. Public Records

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

C. Right to Cancel

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

D. Additional Information

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

E. Conflict of Interest

ICTC has established a policy concerning potential conflict of interest in consultant programs, services, management, design and construction. This policy applies to all proposers and their proposed consultants/subconsultants. See Standard Sample Agreement for Services (Attachment A) 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 the ICTC staff upon the delivery of the final report.,

H. Contract for Services

The selected consultants will be required to sign a customized version of the attached “Standard Sample Agreement for Services” (Attachment A) and to provide the insurance certificates and all other required documentation within fifteen (15) calendar days of issuance of the Notice of Intent to Award.

XIII. PROTESTS

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

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

If deemed necessary, ICTC shall notify all proposers of record that a protest has been filed and that the award has been postponed until further notice. If necessary, proposers will be asked to extend the time for acceptance of their proposal in order to avoid the need for 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, e.g., a violation of the Buy America requirements.

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

Protests shall be addressed to:

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

C. Request for Protest Reconsideration

Upon receipt of an adverse decision by ICTC, the protestor may file a request for protest reconsideration. A request for protest reconsideration must be directed to the Executive Director in writing and received within ten (10) full business days from the postmark date of the reply from ICTC. The Executive Director will respond to the request for protest reconsideration within ten (10) full business days. The decision of the Executive Director will be in writing and final. No further protests will be heard by ICTC.

Attachments:

- A. Consulting Agreement (Sample)
- B. Proposal Evaluation Form (Sample)

Attachment A
Consulting Agreement Sample

1 **ACCOUNTANCY AGREEMENT**

2 THIS AGREEMENT is made and entered into this _____, 2024 by
3 and between the **IMPERIAL COUNTY TRANSPORTATION COMMISSION** (“ICTC”), and
4 _____, a limited liability partnership (“AUDITOR”).

5 **RECITALS**

6 **A.** AUDITOR is a limited liability partnership and a duly licensed certified public
7 accounting firm in good standing under the laws of the State of California and is in the
8 business of supplying independent accounting services and assistance to clients.

9 **B.** The objective of the audits is an opinion as to whether the individual fund financial
10 statements are fairly presented, in all material respects, in conformity with accounting
11 principles generally accepted in the United States of America. AUDITOR is willing to
12 accept such engagement.

13 **C.** ICTC wishes to employ AUDITOR to perform:

14 i. California State Controller’s Office entitled “Annual Report of Financial
15 Transaction of Transit Operators”, the “Annual Report of Financial
16 Transaction of Regional Transportation Planning Agencies” for FY 2024,
17 2025, and 2026

18 ii. California State Controller’s Office Government Compensation Report for
19 FY 2024, 2025, and 2026

20 iii. Standalone audits including the Transportation Development Act
21 (TDA-7076), State Transit Assistance Fund (STA, PTMISEA, CTGSP, 7079)
22 LCTOP (7553), TDA SB325 (Article 8c) for fiscal years ending June 30,
23 2024, 2025, and 2026 and the Regional Transit Program (7416), Regional
24 Planning Program (7417), and Regional Collaboration Program (7577), fiscal
25 year ending June 30, 2024.

26 iv. Single Audit Report for FY 2024, 2025, and 2026.

27 v. Independent auditing services for the Comprehensive Financial Audit
28 Report (CAFR) for fiscal years ending June 30, 2024, 2025, and 2026.

1 **D.** ICTC wishes to employ AUDITOR to perform Audits and the AUDITOR is willing to
2 accept such engagement for fiscal years ending June 30, 2024, June 30, 2025, and
3 June 30, 2026.

4 NOW THEREFORE, ICTC hereby engages and AUDITOR hereby accepts such engagement
5 upon the terms and conditions set forth herein.

6 **1. TERM.**

7 This Agreement shall become effective on the date first written above and shall continue in
8 effect until the services provided for herein have been performed, but no later than December 31,
9 2023, unless sooner terminated as provided herein.

10 **2. SERVICES TO BE PERFORMED BY AUDITOR**

11 **2.1.** AUDITOR will conduct the Audit, for the fiscal years ending June 30, 2024,
12 2025, and 2026, as detailed in the “May 2024 Imperial County Transportation
13 Commission (ICTC) Request for Proposals for Annual Financial Audits” attached
14 as **Exhibit “A”** and “Proposal to Provide Professional Auditing Services For the
15 fiscal year ended June 30, 2024, 2025 and 2026” submitted by AUDITOR
16 attached as **Exhibit “B”** both of which are incorporated by this reference.

17 **2.2** The audits will be conducted in accordance with auditing standards generally accepted
18 in the United States of America, the standards for financial audits contained in
19 *Government Auditing Standards*, issued by the Controller General of the United States
20 for applicable audits, and will include tests of the accounting records and other
21 procedures considered necessary to express an opinion.

22 **2.3** AUDITOR will also provide a report on internal control related to the financial
23 statements and compliance with the provisions of applicable laws, regulations,
24 contracts, agreements, and grants, noncompliance with which could have a material
25 effect on the financial statements as required by Government Auditing Standards for
26 applicable audits. The report on internal control and compliance will include a
27 statement that the report is intended solely for the information and use of the audit
28 committee, management, and specific legislative or regulatory bodies and is not

intended to be and should not be used by anyone other than these specified parties. If funds are subject to an audit requirement that is not encompassed in the terms of this AGREEMENT, AUDITOR will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

2.4 AUDITOR will conduct the Reports, for the fiscal years ending June 30, 2024, June 30, 2025, and June 30, 2026, as detailed in Exhibits “A” and “B”.

2.5 If requested by the ICTC, or CalTrans, or the Federal Transit Administration, AUDITOR will appear before the requesting body and explain any audit report or opinion.

2.6 In the event of a conflict between the Agreement or any amendment thereto, and any attached exhibit, this Agreement or any amendment thereto shall take precedence over any attached exhibit.

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

All supporting papers and work papers prepared by AUDITOR in connection with the Audit shall be retained for a minimum of four (4) fiscal years following the close of the Audit for the fiscal year and shall be available for inspection and examination during AUDITOR’S normal business hours upon request from ICTC or representatives of ICTC, the State Controller and/or ICTC.

4. **TIME FOR COMPLETION.**

Audits and reports shall be completed per the schedule listed. Upon completion, AUDITOR will furnish three (3) copies of the audit report to ICTC and an electronic version in PDF format.

ICTC Audit	Start Date	Completion Date
Fiscal Year 2023-2024	September 01, 2024	December 31, 2024
Fiscal Year 2024-2025	April 01, 2025	December 31, 2025
Fiscal Year 2025-2026	April 01, 2026	December 31, 2026

4.1 All audits shall be submitted by December 31st of the year following the fiscal year that ended the previous June 30th. Upon completion of the Audit,

AUDITOR will furnish three (3) copies of the audits to ICTC and an electronic version in PDF format.

4.2 All reports shall be submitted by the date required by the California State Controller’s Office or the federal due date . Upon completion of the reports, AUDITOR will furnish three (3) copies of the report to ICTC and an electronic version in PDF format.

5. **COMPENSATION OF AUDITOR.**

5.1 In consideration for the services to be performed by AUDITOR, ICTC agrees to pay AUDITOR at the hourly rates indicated on the Fee Schedule as described in **Exhibit “C”**, attached and incorporated by this reference although fully set forth herein.

5.2 ICTC agrees to compensate AUDITOR for all services provided under this contract, for all audits and reports, including all out-of-pocket expenses, in amounts not to exceed the following:

Fiscal Year	Not to Exceed Amount
Fiscal Year 2023-2024	\$5,000
Fiscal Year 2024-2025	\$6,950
Fiscal Year 2025-2026	\$8,959

5.3 Except as provided under Paragraphs 5.1 and 5.2, ICTC shall not be responsible to pay AUDITOR any other compensation, out-of-pocket expenses, fees or other remuneration.

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

5.5 Invoices, clearly indicating the period for which the bill is made, shall be submitted to:

Imperial County Transportation Commission
ATTN: Executive Director

1 1503 N. Imperial Ave., Suite 104
2 El Centro, CA 92243

3 **5.6** AUDITOR acknowledges ICTC is under no obligation to compensate AUDITOR for
4 services rendered or expenses accrued under this Agreement not authorized by ICTC.

5 **5.7** If ICTC requires work in addition to that defined in the "Services to be Performed By
6 Auditor," Paragraph 2, AUDITOR shall provide a cost estimate and written
7 description of the additional work needed to perform such services. Compensation
8 and the time for completing such additional services must be negotiated and approved
9 in writing by ICTC prior to the commencement of any such services.

10 **6. INDEMNIFICATION.**

11 A. Indemnity for Professional Services. To the fullest extent allowed by law,
12 AUDITOR shall indemnify, hold harmless and defend ICTC and its members, board members,
13 officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties,
14 forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to
15 personal injury, death at any time and property damage), and from any and all claims, demands and
16 actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of,
17 pertain to, or relate to the negligence, recklessness or willful misconduct of AUDITOR, its principals,
18 officers, employees, agents or volunteers in the performance of this Agreement.

19 B. Other Indemnities. Other than in the performance of professional services, and to the
20 fullest extent allowed by law, AUDITOR shall indemnify, hold harmless and defend ICTC and its
21 members, board members, officers, officials, employees, agents and volunteers from any and all loss,
22 liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability,
23 including but not limited to personal injury, death at any time and property damage), and from any
24 and all claims, demands and actions in law or equity (including reasonable attorney's fees and
25 litigation expenses) arising or alleged to have arisen directly or indirectly out of performance of this
26 Agreement. AUDITOR's obligations under the preceding sentence shall apply regardless of whether
27 ICTC or any of its members, board members, officers, officials, employees, agents or volunteers are
28 negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages

1 caused solely by the gross negligence, or caused by the willful misconduct, of ICTC, or any of its
2 members, board members, officers, officials, employees, agents or volunteers.

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

7 D. This section shall survive termination or expiration of this Agreement.

8 **7. INSURANCE.**

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

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

22 \$2,000,000 per occurrence for bodily injury and property damage

23 \$1,000,000 per occurrence for personal and advertising injury

24 \$4,000,000 aggregate for products and completed operations

25 \$4,000,000 general aggregate

26 (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at
27 least as broad as the most current version of Insurance Service Office (ISO) Business Auto
28 Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned

1 automobiles or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less
2 than \$2,000,000 per accident for bodily injury and property damage.

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

5 (iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than
6 \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each
7 employee.

8 (v) PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate
9 to AUDITOR's profession, with limits of liability of \$2,000,000 per claim/occurrence and
10 \$2,000,000 policy aggregate.

11 In the event AUDITOR purchases an Umbrella or Excess insurance policy(ies) to meet the
12 minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford
13 no less coverage than the primary insurance policy(ies).

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

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

1 expire during the work to be performed for ICTC, AUDITOR shall provide a new certificate, and
2 applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to
3 the expiration date of the expiring policy.

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

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

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

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

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

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

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

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

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

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

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

7 **8. TERMINATION.**

8 **8.1. Termination by Either Party.** This Agreement may be terminated, without cause, by
9 either party upon thirty (30) days prior written notice to the other party.

10 **8.2. Compensation in Early Termination.** In the event that this Agreement is terminated
11 prior to the completion of the term of contract as specified herein, AUDITOR shall be
12 entitled to the compensation earned prior to the date of termination as provided for in
13 this Agreement, computed pro rata up to and including that date. The compensation
14 earned and unpaid at the time of termination shall be paid without abatement or
15 reduction immediately upon termination of this Agreement. AUDITOR shall be
16 entitled to no further compensation as of the date of termination.

17 **9. INDEPENDENT CONTRACTOR.**

18 **9.1.** AUDITOR shall be responsible to ICTC only for the requirements and results
19 specified by this Agreement. AUDITOR shall not be subject to ICTC'S control with
20 respect to the physical actions or activities of AUDITOR or of AUDITOR'S
21 employees or agents in connection with the operation of the business or AUDITOR'S
22 fulfillment of the requirements of the Agreement, except as specifically provided in
23 this Agreement.

24 **9.2.** AUDITOR is, and at all times during the term of this Agreement shall represent and
25 conduct itself as, an independent contractor and not as an agent or employee of ICTC.
26 AUDITOR shall not have the authority, express or implied, to bind or obligate ICTC
27 in any way.

28 ///

1 **10. ASSIGNMENT.**

2 Neither this Agreement nor any duties or obligations hereunder shall be assignable by
3 AUDITOR without the prior, written, consent of ICTC.

4 **11. NON-DISCRIMINATION.**

5 **11.1.** During the performance of this Agreement, AUDITOR and its subcontractors shall not
6 unlawfully discriminate against any employee or applicant for employment or member
7 of the public because of race, religion, color, national origin, ancestry, physical or
8 mental disability, medical condition, marital status, age or gender. AUDITOR shall
9 insure that the evaluation and treatment of their employees and applicants for
10 employment and members of the public are free of such discrimination. AUDITOR
11 shall comply with the provisions of the Fair Employment and Housing Act (California
12 Government Code §12900 *et seq.*). The applicable regulations of the Fair
13 Employment and Housing Commission implementing Government Code §12900, set
14 forth in Chapter 5 of Division 4 of Title 1 of the California Administrative Code, are
15 incorporated into this Agreement by reference and made a part thereof as if set forth in
16 full. AUDITOR shall also abide by the Federal Civil Rights Act of 1964 and all
17 amendments thereof and all administrative rules and regulations issued pursuant to
18 said Act. AUDITOR shall give written notice of its obligations under this clause to
19 labor organizations with which it has a collective bargain or other agreement.

20 **11.2.** AUDITOR shall include the non-discrimination and compliance provision of this
21 paragraph in all subcontracts to perform work under this Agreement.

22 **12. NOTICES.**

23 All notices under this Agreement shall be in writing and may be given by personal delivery or
24 by sending through the U.S. Post Office, certified mail, return receipt requested, addressed to ICTC,
25 ATTN: Executive Director, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243 and to
26 AUDITOR at 4365 Executive Drive, Suite 710, San Diego, CA 92121 or at such other address as
27 either party may designate in a notice to the other party given in such manner. Any notice sent by
28 mail shall be considered given when received.

1 **13. ENTIRE AGREEMENT.**

2 This Agreement contains the entire agreement between ICTC and AUDITOR relating to the
3 transactions contemplated hereby and supersedes all prior or contemporaneous agreements,
4 understanding, provisions, negotiations, representations or statements, either written or verbal.

5 **14. MODIFICATION.**

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

8 **15. PARTIAL INVALIDITY.**

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

11 **16. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.**

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

19 **17. WAIVER.**

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

23 **18. CHOICE OF LAW.**

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

28 ///

1 **19. ATTORNEYS' FEES.**

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

5 **20. AUTHORITY.**

6 Each of the individuals executing this Agreement on behalf of AUDITOR and ICTC represent
7 and warrant that:

8 **20.1** He or she is duly authorized to execute and deliver this Agreement on behalf of
9 AUDITOR or ICTC as applicable;

10 **20.2** Such execution and delivery on behalf of AUDITOR is in accordance with the terms
11 of the Articles of Incorporation or Partnership, and By-Laws or Resolutions of
12 AUDITOR; and

13 **20.3** Such execution and delivery on behalf of ICTC is duly authorized by the Board of
14 Supervisors and within the authority of the signatory identified below.

15 **21. COUNTERPARTS.**

16 This Agreement may be executed in counterparts.

17 **22. REVIEW OF AGREEMENT TERMS.**

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

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Attachment B
Proposal Evaluation Form
Sample

**SAMPLE
PROPOSAL EVALUATION FORM**

Attachment B

DATE: _____

EVALUATOR: _____

RESPONDENT: _____

PROJECT: _____

CRITERIA	MAXIMUM POINTS	SCORE
A. Project Technical 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 Response and References	[10 Points]	

TOTAL SCORE: _____

Comments: