

Appendix A IVT MedTrans Scope of Work

**IVT MedTrans
Paratransit Services
Scope of Work
FY 2024-25 through FY 2030-31**

This Scope of Work describes the tasks and duties to be undertaken by ICTC, and by the Contractor under contract with ICTC to provide IVT MedTrans Paratransit services for non-emergency transportation to medical facilities in the metropolitan San Diego area. This paratransit service does not provide service to facilities that do not provide medical services.

1.0 GENERAL OPERATIONS

- 1.1 The service is to be provided under the agreement with ICTC is on behalf of the eight member agencies of the Imperial County Transportation Commission. ICTC has developed service alternatives and corresponding service hours.
- 1.2 This agreement is for paratransit service and implies a service that operates its services based upon a set, designated pattern and routes of travel, within a designated operating area and with specific hours of operation:
- 1.3 The system when viewed in its entirety must achieve a negotiated farebox of 10%
- 1.4 Services are currently scheduled to be operated on varying days to accommodate the various schedules of clinics and doctors' offices in San Diego area. The service departs the Imperial Valley in the morning and returns in the afternoon or early evening hours. Contractor's dispatch offices are therefore expected to be open one hour before and one hour after the hours of operation for the public. Reservations for service are allowed up to thirty (30) days ahead of time. Subscription trips are a significant portion of the passenger traffic.
- 1.5 Contractor shall furnish all daily online management, communication, dispatch and operation of paratransit service, as well as, drivers, admin vehicles, in house maintenance, maintenance parts, tools, supplies and facilities in which to operate the service.

2.0 ICTC RESPONSIBILITIES

- 2.1 ICTC will provide management oversight, establish priorities for service delivery, perform ongoing planning and programming and establishing related policies for all activities relative to the services, service areas, fares, schedules, days and hours of operations, preparation of planning documents, budgets, specific grant applications and related documentation, certification and eligibility and other such activities relative to overall system administration and contract compliance monitoring.
- 2.2 ICTC will pay a not-to-exceed annual subsidy thirty (30) days after receipt of monthly invoices pertaining to the service. Reimbursement will be in arrears. Contractor shall establish and maintain accounting records as required by ICTC, the Federal Transit

Administration (FTA) the State Department of Transportation (Caltrans) and the County of Imperial's Auditor-Controller. Contractor will be subject to annual audits.

- 2.3 Prior to adjustments to a contract, ICTC shall take the necessary steps to ensure justification for changes are valid. Negotiations between ICTC and Contractor shall commence when said changes are justified
- 2.4 Disputes between passengers and Contractor will first be handled by Contractor management personnel. ICTC will be informed by Contractor of all disputes and actions taken. ICTC shall act as the final step and/or body of appeals in the resolution of any service complaints that Contractor is unable to resolve.
- 2.5 ICTC reserves the right to impose financial penalties for situations or items in the contract which are violated. (See Annex A-3 Table of Incentives and Penalties). Adjustments would be made at the time of monthly compensation.
- 2.6 Administration, monitoring and determination of compliance with contract requirements will be handled by an authorized agent of ICTC. All aspects of daily operations will be available to inspection/observation by an authorized representative of ICTC.
- 2.7 Should ICTC determine to implement a different concept or design for operating the transit system, ICTC shall confer with Contractor as to the most appropriate level and description of services and may adopt an appropriately altered Scope of Work document, replacing the one in use at the time. In the event that there is a redesign of the transit system such that there is a cumulative increase or decrease in service hours of 10% or greater, any resulting savings and or increase in costs may be renegotiated.

3.0 RESPONSIBILITIES OF CONTRACTOR

- 3.1 In providing the services and oversight provided under this Scope of Work, Contractor will act in the capacity of an independent contractor and will provide management, technical and operating personnel, services, equipment and facilities necessary for the operation of ICTC's paratransit services.
- 3.2 In the event of a major emergency, Contractor shall make transportation and communication resources available to the degree possible for emergency assistance. Line of Instruction may or may not be direct through ICTC. The Contractor shall take instruction from the organization, i.e., local police or ICTC's Office of Emergency Services (OES) field site that has assumed responsibility for the evacuation and/or transport of injured and ambulatory wounded and movement of persons to food and shelter facilities.
- 3.3 Contractor will not provide the 10 hour community service hour requirement per month due to the unique nature of this service.

- 3.4 Contractor will administer training and the related drug and alcohol testing and safety programs.
- 3.5 Contractor will provide all equipment, parts and supplies for the safe and continuous operation of the transit system.
- 3.6 Contractor shall develop operator work schedules to assure that reliable service is provided using the type of vehicle provided by ICTC for a specific route. The Contractor is responsible for having sufficient operators, maintenance, supervisory, and other personnel available to assure the service is provided as scheduled, including back-up vehicle operators.
- 3.7 A supervisory level employee is required to be on duty at all times when buses are in service. The supervisor will be required to monitor and respond radio communications and communicate with operators, supervisors, and maintenance personnel concerning operations, service, safety and customer service issues.
- 3.8 Contractor shall conduct on street supervision through the use of road supervisors and management staff to assure routine monitoring of the fixed-route service.
- 3.9 Unless expressly authorized in writing by ICTC, the Contractor shall not use any bus or other equipment, which is part of the ICTC's transit system other than in connection with the services to be provided under the Contract. The Contractor shall not use any such bus or other equipment for any private charters or any purpose other than as may be specifically permitted by ICTC.

4.0 SERVICE IMPLEMENTATION

The paratransit service will pick up passengers at public parking and public transit facilities in Brawley, Calexico, El Centro and Imperial. Additional locations may be utilized by the Contractor, as long as the departure and return windows are maintained, and approved in advance by ICTC.

Passengers may walk, use private transportation, other transit and paratransit services to reach the pickup locations. Communication between the Contractor and passengers, and, Contractor and sponsoring social service agencies, and Contractor and other transit service Contractors is vital to the success of this operation.

4.1 SERVICE HOURS

The Contractor will allow the service schedule to rotate during the month so that service is provided Monday through Thursday and the subsequent week Tuesday through Friday. The service model will consist of alternating four (4) service days a week, based on demand and optimum utilization of resources:

- 4.1.1 Two cutaway (2) buses alternating four days a week: Monday through Thursday and then Tuesday through Friday.

- 4.1.2 The two (2) cutaway buses will leave at staggered hours; departing the Imperial Valley at approximately 7:00 AM and returning at approximately 5:00PM, and, departing the Imperial Valley at approximately 10:00 AM and returning at approximately 8:00PM. Should there be no passenger reservation for service on a given day, the buses may return to the Imperial Valley earlier in the day than this listed schedule.
- 4.1.3 A cutaway bus will originate in the south in Calexico and meet other passengers at the Imperial Valley Mall parking lot in El Centro, whereby the bus will depart to and return from San Diego. Another bus will also provide a sweep service to pick up and drop off passengers from areas North of El Centro through to Brawley (as necessary) in the AM and PM at designated public transit facilities.
- 4.1.4 By prior arrangement and approved on a case by case basis by ICTC, there may be limited cases where the IVT MedTrans bus may offer transportation to a passenger's place of residence for an additional charge equivalent to the fare for IVT Ride or IVT Access.

4.2 ESTIMATED SERVICE ALLOCATION TABLE

FY 2024-25

ESTIMATED SERVICE HOUR ALLOCATION TABLE

Monday through Friday span	6:00 AM to 9:00PM = approximate 17 service hours/day/two buses
Total Annual Weekdays	208 weekdays
Estimated Annual Hours	3,400

SERVICE MILES Estimated Annual Mileage = 115,000 miles

FY 2025-26

ESTIMATED SERVICE HOUR ALLOCATION TABLE

Monday through Friday span	6:00 AM to 9:00PM = approximate 17 service hours/day/two buses
Total Annual Weekdays	208 weekdays
Estimated Annual Hours	3,400

SERVICE MILES Estimated Annual Mileage = 115,000 miles

FY 2026-27

ESTIMATED SERVICE HOUR ALLOCATION TABLE

Monday through Friday span	6:00 AM to 9:00PM = approximate 17 service hours/day/two buses
Total Annual Weekdays	208 weekdays
Estimated Annual Hours	3,400

SERVICE MILES Estimated Annual Mileage = 115,000 miles

FY 2027-28

ESTIMATED SERVICE HOUR ALLOCATION TABLE

Monday through Friday span	6:00 AM to 9:00PM = approximate 17 service hours/day/two buses
Total Annual Weekdays	208 weekdays
Estimated Annual Hours	3,400

SERVICE MILES Estimated Annual Mileage = 115,000 miles

FY 2028-29

ESTIMATED SERVICE HOUR ALLOCATION TABLE

Monday through Friday span	6:00 AM to 9:00PM = approximate 17 service hours/day/two buses
Total Annual Weekdays	208 weekdays
Estimated Annual Hours	3,400

SERVICE MILES Estimated Annual Mileage = 115,000 miles

FY 2029-30

ESTIMATED SERVICE HOUR ALLOCATION TABLE

Monday through Friday span	6:00 AM to 9:00PM = approximate 17 service hours/day/two buses
Total Annual Weekdays	208 weekdays
Estimated Annual Hours	3,400

SERVICE MILES Estimated Annual Mileage = 115,000 miles

FY 2030-31

ESTIMATED SERVICE HOUR ALLOCATION TABLE

Monday through Friday span	6:00 AM to 9:00PM = approximate 17 service hours/day/two buses
Total Annual Weekdays	208 weekdays
Estimated Annual Hours	3,400

SERVICE MILES Estimated Annual Mileage = 115,000 miles

4.3 PASSENGER CONTACT DUE TO INCLEMENT WEATHER AND/OR ROAD CLOSURES

4.3.1 In the event of inclement weather or other event that leads to a closure of the State highway between San Diego and Imperial Counties for the trip to San Diego County, the Contractor will be required to contact the passengers by telephone in advance as is practical, after the decision to cancel the trip, and make every attempt to reschedule the trips at no additional charge to the passenger.

4.3.2 In the event of inclement weather or other event that leads to a closure of the State highway between San Diego and Imperial Counties for the return trip to Imperial County, the Contractor will be required to find lodging and meals for the overnight stay for the persons on board the bus. Invoices substantiating these expenses must be attached to the regular monthly invoice for reimbursement.

4.4 NO SHOW/LATE CANCELLATION

Contractor shall utilize and provide reporting monthly on the No Show/Late Cancellation Policy as adopted by ICTC. Contractor will submit a list monthly for ICTC staff's use, to issue letters of suspension as needed.

4.5 Service does not operate on the following holidays or the day the holiday is observed:

New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

5.0 **COMPENSATION**

Contractor shall receive compensation monthly based upon two formats.

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

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

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

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

- 5.2 In the event that fuel costs are increased beyond Contractor's control and negotiated rate, ICTC will offer Contractor an additional amount to offset the increase in costs. A fuel escalator clause shall contain the following provisions:
- 5.2.1 The fuel escalator shall be calculated as follows: the full amount that fuel costs exceed the vehicle fuel budget line item shall be adjusted downward by any savings in any other line item category which has not been fully utilized.
- 5.2.2 The request for reimbursement for the fuel escalator shall be submitted to the Executive Director or his designee each month in which the costs are incurred. The request shall be accompanied by an accounting with documentation developed by ICTC and Contractor, and invoices substantiating said increase.
- 5.3 Contractor shall submit invoices on a monthly basis or before the 15th day of each month. Invoices shall be accompanied by supporting documentation and reports as required by ICTC.
- 5.4 The required farebox ratio for the paratransit services is 10%. The Contractor will retain the fare revenue and submit a monthly invoice to ICTC. The invoice will list the expenses for the month and subtract the fare revenue. ICTC will pay the resulting amount as a monthly subsidy up through the annual contracted subsidy amount. ICTC will not provide more than 90% of the costs for service annually.

6.0 FAREBOX

6.1 Farebox Revenue

Fareboxes are optional and can be installed at the discretion of the Contractor. Vehicle operators will not make change for passengers.

6.2 Fare Collection

Contractor's vehicle operators and reservationists shall collect fares as established by ICTC and maintain an accurate count of all boarding passengers by fare category. Farebox revenue will be counted by Contractor's office employees daily and reconciled against the stated number of passenger trips. Any shortages must be investigated and corrected by Contractor. Contractor will deposit farebox revenue daily. Farebox revenue is the property of ICTC, and Contractor will submit written reports to ICTC of revenue collection.

6.3 Transfers

Contractor shall also develop a transfer procedure and collect transfers from ICTC fixed-route operations or other public agency paratransit services. Contractor shall account for it in its report of revenue collected.

6.4 Prepaid Fare Revenue

Contractor is required to develop and collect prepaid fare revenue from individuals, educational facilities and social service agencies. Revenue will be collected by Contractor personnel as needed but at a minimum on a monthly basis.

7.0 **PERFORMANCE STANDARDS**

Standards and evaluation criteria will be utilized to annually measure performance and efficiency of services, and Contractor performance. Annually, this criterion is reported to ICTC and other State and Federal agencies. For the purposes of this agreement, the following criteria will be negotiated and established:

Passengers Per Day, Passengers Per Hour, Cost Per Passenger, Subsidy Per Passenger, Passenger Per Mile, Cost Per Hour, Cost per Mile, Fulltime Equivalent Employee per Vehicle Service Hour and Farebox

8.0 **MARKETING**

8.1 Approval

Not later than thirty (30) days after the execution of this agreement and thirty (30) days prior to the end of the fiscal year thereafter, Contractor shall work with ICTC and ICTC's marketing consultant to develop a marketing plan. ICTC will have final approval. The marketing plan shall indicate all proposed activities with a corresponding budget of up to 5% of the total cost of the service for the fiscal year. Contractor shall be responsible for development and preparation of various marketing materials i.e. schedule and brochures for the paratransit services.

Contractor will coordinate the placement, scheduling and distribution of all advertising and promotional materials designed to inform patrons of ICTC transit services and to promote ridership.

8.2 Preparation

Contractor shall be ultimately responsible for the preparation and printing of all necessary brochures, passes, tickets, and transfers to be used in the paratransit service.

8.3 Distribution

Contractor shall distribute and disseminate such materials in accordance with the provisions of this agreement and any directions supplemental thereto provided by ICTC.

8.4. Promotion

Contractor shall promote the service for ICTC, and distribute brochures and other materials.

8.5 Presentation

Contractor shall, under the direction of ICTC provide contact on an as-needed basis with private and non-profit community agencies, job resource centers and local governing bodies to promote interest, awareness and use in the paratransit services of ICTC. These contacts shall include, but not be limited to speaking engagements and displays.

Contractor will participate as a technical resource contact with user groups or agencies as required, including meetings of ICTC or ICTC committees, or ICTC Board upon request.

8.6 Comment Cards

Contractor shall develop and distribute passenger comment cards. Contractor will respond to all comments with copies of response provided to ICTC. Contractor will provide statistical summaries of frequency and patterns of comments to ICTC on a monthly basis.

9.0 **CUSTOMER SERVICE**

The Contractor will take all reasonable steps to afford passengers the opportunity to make suggestions about or comments on the ICTC's transportation services. All suggestions/comments shall be forwarded to the ICTC as soon as possible but no later than the next regular operating day after the Contractor receives the comment or suggestion. The ICTC shall be responsible for the investigation of all suggestions and comments and for responding or taking other action, as necessary, to respond to the comment or suggestion. The Contractor shall cooperate with any such investigation. Passengers may also make suggestions and comments directly to the ICTC. Any comment or suggestion received by the ICTC that concern the delivery of transportation services under this contract or behavior of Contractor employees including vehicle operators shall be forwarded to the Contractor for a full investigation, as soon as possible, but no later than the next regular operating day after the comment or suggestions is received by the ICTC.

Contractor shall provide a written response to complaints received to ICTC within three (3) business days of receiving the complaint. Contractor's response shall include action(s) taken, if any, to address any problem or complaint. If any serious matters are reported to ICTC, ICTC may require that the personnel in question be removed by Contractor from positions in direct contact with the public.

Contractor shall provide a written response to incidents received to ICTC within three (3) business days of receiving the information. Contractor's response shall include action(s) taken, if any, to address any problems. If any serious matters are reported to ICTC, ICTC may require that the personnel in question be removed by Contractor from positions in direct contact with the public.

9.1 Phone

Contractor shall establish sufficient local and toll free phone lines and staffing for phone services so that callers are not kept waiting more than 3 minutes. Contractor shall provide bilingual telephone information service during all hours of system operation, up

to one hour before and one hour after routes have started and returned from daily operations. Contractor will provide statistical summaries of frequency and patterns of telephone comments to ICTC on a monthly basis.

9.2 Communication with the Hearing disabled/TDD/FAX

Contractor's telephone system shall be able to accommodate persons with hearing disabilities i.e. have ATT Language Line/TDD equivalent and FAX capabilities. Contractor shall publish these phone numbers in the local telephone directory(ies).

9.3 Exclusivity of Phone Services

These lines shall be used solely for the purpose of providing customer information, serving trip requests, and those activities required under the Scope of Work, and shall not be used by Contractor for any other non transit related purpose or business. These telephones shall be answered as specified by the Executive Director or his designee.

9.4 Rollover of Phone

Upon termination of the agreement, such phone numbers remain within the jurisdiction of ICTC. (The incumbent service Contractor has established telephone lines and numbers; any new Contractor would be responsible for transferring those lines and number to their service.)

9.5 Contractor shall provide fluent and bilingual (Spanish and English speaking) drivers, dispatchers and information reservationists / operators who are knowledgeable of all of the transit services of ICTC as is necessary to answer customer information requests, refer passengers to other public transit service Contractors and/or questions in a courteous, timely and professional fashion. Staffing need also be capable of speaking in a correct, clear and easy to understand manner regardless of the primary language spoken.

10.0 **COORDINATION**

10.1 Consultation

Contractor represents itself as an expert in the field of public paratransit. As such Contractor shall provide ICTC with minor technical assistance and consultation in such matters as operating policies, funding, and coordination with other transit Contractors at no additional charge to ICTC. At no time will Contractor be required to prepare intensive or in-depth studies without mutually agreed upon compensation. Periodically, consultants will request information or interviews with Contractor's staff. Contractor is required to cooperate with all ICTC administered consultant projects.

10.2 Service Recommendations

Contractor will report to the Executive Director or his designee and will make recommendations as to changes i.e. pickup locations, to improve paratransit service on a case-by-case basis. Contractor may not make any permanent changes which affect the quantity, quality or nature of the service without obtaining ICTC's written permission.

10.3 Coordination of Passenger Transfers Between Modes

Contractor will refer telephonic requests as appropriate to the transit service that best meets the needs of the passenger. Contractor shall accept and transfer passengers under the tenets of the Americans with Disabilities Act. In certain situations, a passenger may be better served by the use of an intra-city system or the fixed route system. Contractor staff shall provide referrals that suit the passenger's needs.

11.0 **MANAGEMENT**

11.1 General Manager - Operations Manager

ICTC shall participate in the selection or approval of the person serving as the General Manager/Operations Manager. In the event that the General Manager/Operations Manager must be replaced, ICTC will participate in the selection of the replacement

11.2 Day-to-Day

Contractor will manage the day-to-day operation in accordance with an operations plan and good management practices. Management of day-to-day operations of the system will be vested in at least one local management individual who will be experienced in all aspects of public paratransit operations. The individual will be responsible for managing and monitoring all aspects of the system operation including but not limited to: maintenance, repair, fueling, security, supply of on-line and spare vehicles, warranty work, quality of service, accounting, fare collection, personnel, and contract administration. Contractor shall supply ICTC with a 24-hour emergency telephone number at which Contractor can be reached.

11.3 Priority of Service

ICTC intends that the local management shall be on a full-time basis and shall consider the IVT MedTrans as having a priority over any other local non public transit services that Contractor operates.

11.4 Executive Level Availability

Contractor shall also designate a responsible executive level employee of Contractor to be available at all times either by phone or in person, to make decisions or provide coordination as necessary. This executive must be authorized to act throughout the service area on behalf of Contractor. This individual may not be the same individual as the local management.

11.5 Operational Efficiency

Contractor shall seek out and implement methods of improving system operations, service and cost effectiveness along with improvements to correct deficiencies and substandard performance. Results will be reported to ICTC via the monthly management summary (MSS) report activity report or direct memo along with any corrective actions, which have been taken. Contractor shall review and comment on plans, equipment purchases, operative changes, and related proposals of ICTC.

12.0 **GENERAL REPORTS AND RECORDKEEPING**

Contractor shall collect data on the operation of the paratransit system and supply the data to ICTC on a monthly basis, or as may otherwise be directed below. All such information supplied by Contractor shall be certified as accurate.

12.1 Management Information System

Contractor's Management Information System shall utilize WORD, EXCEL, POWERPOINT, ADOBE ACROBAT, OUTLOOK and provide an adequate methodology to gather, store, retain, calculate, compute, cross reference and display in textural, tabular and graphic form all operating, performance and financial data associated with this contract. In addition, email capability is required to communicate with ICTC. ICTC uses Windows and Microsoft products.

12.2 Monthly Reports

Contractor will report the information on a monthly basis in the format as described in the appendix E.

12.3 Annual Reports

Contractor will report the information on an annual basis in the format as described in the appendix E.

12.4 Miscellaneous Reports

In addition to the monthly reporting, Contractor shall supply any and all reports necessary to comply with requirements of ICTC and other local, State, or Federal authorities. These reports will include but not be limited to all required California Air Resource Board Urban or Medium Bus Operators Emission Requirements, California Transportation Development Act and Federal Transit Administration and National Transit Database reporting requirements.

12.5 Accident Reporting

Contractor shall provide ICTC with immediate telephone notice of accidents and written copies of accident reports (written reports within one (1) business day for injury accidents, three (3) business days for non-injury accidents) and CHP Safety Compliance

Reports (within two business days after CHP submission to Contractor). Barring any significant limitations, Contractor should contact ICTC immediately for significant situations.

12.6 Survey/Study /Analysis Data

ICTC may periodically conduct surveys of ridership during the term of the agreement. These surveys may determine matters including socio-economic, origination and destination and fare-type characteristics of system users. Contractor shall cooperate in the conduct of all surveys, including having its in-service drivers participate, where operationally possible, at no additional charge to ICTC.

12.7 Proprietary Restriction

Contractor agrees that all information required to be furnished by this agreement shall be free from proprietary restrictions unless identified during negotiation and mutually agreed upon. Contractor further agrees that other such data is public and in the public domain.

12.8 Maintenance of Data

Contractor shall maintain accurate and complete books, records, data and documents on generally accepted accounting principles in accordance with Uniform System of Accounts and Records adopted by the State Controller pursuant to Section 99243 of the Public Utilities Code, and as required by ICTC or Caltrans. Such records shall be kept in such detail and form so as to meet applicable local, State and Federal requirements.

12.9 Accountability

A complete and separate set of books, accounts, and/or records shall be maintained by Contractor, which shall show details of transactions pertaining to the management, maintenance and operation of only this system under the terms of the agreement. System transactions shall not be co-mingled with Contractor's other operations. Contractor's records shall be kept with sufficient detail to constitute an audit trail to verify that any and all costs charged to the system created by the agreement are in fact due to operations pursuant to the agreement, and not due to separate or charter operations by Contractor.

On an annual basis, auditors from ICTC will perform a random audit of the financial records of the service.

12.10 Maintenance Records

Contractor shall keep and maintain (separated by vehicle) all work orders, warranty dockets and maintenance records on vehicles and equipment until the agreement is terminated, releasing all such documents to ICTC upon request or upon termination of the agreement.

12.11 Access

ICTC, and its authorized agents, Caltrans, FTA, the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of Contractor which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts, and transcription of Contractor's files.

Contractor shall maintain all these records for a period of at least five (5) years following contract close-out to allow for audits, examinations, excerpts and transcriptions of Contractor's files.

13.0 MAINTENANCE, EQUIPMENT AND SUPPLIES

- 13.1 Contractor shall provide all facilities, tools, equipment, tires, fuel, oil, batteries, parts, cleaning supplies, office supplies, office equipment and such other items or materials required to professionally operate ICTC paratransit services including phone system and service.
- 13.2 Contractor shall provide, operate and maintain the radio communications system for the paratransit service, including but not limited to, securing of FCC frequency, base station, transmitter, repeater, if needed, and a mobile unit for each vehicle and spare. Contractor must comply with ICTC policies and FCC procedures for radio use.
- 13.3 Any vehicles made available by ICTC for paratransit services shall not be used for any other purpose without specific written approval from ICTC. No other vehicles will be used for IVT MedTrans revenue service without written approval from ICTC.
- 13.4 All wheelchair lift-related equipment shall be inspected, serviced and lubricated at intervals necessary to ensure that the wheelchair lifts are fully operational whenever the vehicle is used in revenue service. All wheelchair lifts must be cycled at least daily. Contractor shall make every reasonable effort to repair non-operational lifts within three (3) days as required by the Americans with Disabilities Act.
- 13.5 Brake inspections and adjustments shall be performed at intervals that ensure the safe and efficient operation of the braking system.
- 13.6 All lubrication and oil filter change intervals shall be performed in accordance with OEM specifications, requirements and the schedule provided in proposal to operate ICTC's paratransit system. Contractor must complete a third party fluid analysis at PMI intervals for all ICTC owned vehicles and the report shall be provided to ICTC.
- 13.7 All components of the vehicle bodies, appurtenances and frames shall be maintained in a safe, sound and undamaged condition at all times. Repairs (including body, glass and all vehicle appurtenances) shall be made expeditiously.
- 13.8 All mechanical, electrical, fluid, air and/or hydraulic systems shall be maintained in a safe and working condition at all times.

- 13.9 The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment and exhaust system of the vehicle.
- 13.10 Heating and air conditioning (A/C) systems shall be maintained and used to ensure that the passenger compartment is comfortably maintained under all climatic conditions at all times on all in-service runs. Thorough A/C inspections and repairs shall be executed and completed on all vehicles no later than April 1st of each year. Contractor shall maintain the A/C systems in a state of operating condition throughout the entire year.
- 13.11 Seats shall be maintained in proper operating condition at all times. All tears, gum, graffiti and other damage shall be repaired in a professional manner immediately upon their discovery. Contractor shall replace seat covers which are worn or cannot be professionally repaired using material which is identical in design and color as those materials being replaced.
- 13.12 All equipment shall be reasonably clean both inside and out prior to each service run. Exteriors of all vehicles, including wheels, shall be washed at least once per week, or more often as necessary. Backs of vehicles shall be cleaned daily on all vehicles used in service. Windows and stanchions shall be washed and floors mopped at least once per week, or more often as necessary, on all vehicles. Driver windows shall be kept clean at all times. Ceilings and walls shall be thoroughly cleaned at least once per month, or more often as necessary, on all vehicles.
- 13.13 Vehicles shall be kept free of insects and vermin at all times. Contractor shall exterminate all insects and vermin from all vehicles immediately upon their discovery, utilizing materials which are safe and not noxious to passengers.
- 13.14 Interiors shall be dusted and swept, with trash removed, on a daily basis, or more often as necessary on all vehicles used in service.
- 13.15 Contractor shall notify ICTC and conform to all instructions and make all corrections required by the CHP and other applicable regulatory agencies regarding use and maintenance of vehicles.
- 13.16 Contractor and/or Contractor's maintenance subcontractor shall establish and maintain an on-going spare parts inventory sufficient to permit that vehicle requirements are met at all times.
- 13.17 Contractor will provide an adequate number of vehicles during the entire term of the Agreement for use in providing this service. All vehicles will be equipped with operating wheelchair lifts.
- 13.18 Upon termination of this Contract, the Contractor shall return all ICTC owned vehicles and equipment to ICTC ready for use, with no deferred maintenance or damage. The following procedure shall be used to determine the condition of ICTC's vehicles and equipment prior to any change in Contractors or, at ICTC's option, prior to the beginning of any new contract with an existing Contractor:

- 13.18.1 Authorized representatives of the current Contractor, the successful bidder, and ICTC shall meet at least thirty (30) days prior to the expiration of the contract. At this time, the parties shall examine every bus and all equipment to determine its current condition. The Contractor shall make available such personnel as necessary to move buses and operate hoists. The Contractor shall also make available to ICTC all preventative maintenance inspection records, daily driver inspections, oil analysis test results, and other records as appropriate. Contractor shall fully cooperate with this audit;
- 13.18.2 After the audit, the Contractor and ICTC shall meet to determine a plan and timeline for resolution of defects found during the audit. The Contractor shall furnish ICTC with a timeline and a specific plan for resolution of deferred maintenance prior to the expiration of the Contract.
- 13.18.3 A second audit shall be conducted within five (5) days of Contract expiration to reexamine every bus and to review work performed since the initial inspection. Records shall be kept and made available to ICTC documenting items that have been repaired since the initial inspection.
- 13.18.4 In the event that the Contractor returns ICTC vehicles and equipment to ICTC with deferred maintenance or damage, ICTC shall determine the cost to correct such deficiencies and shall withhold said amount from the Contractor's final payment. ICTC may, at its discretion, use withheld funds to correct and resolve deferred maintenance and damage as necessary to bring the vehicles or equipment into compliance with acceptable standards for transfer to the new Contractor.
- 13.19 Contractor will not allow any reported wear item to go un-repaired. The emphasis must be on preventing breakdowns. In addition, Contractor agrees that they will not: Install mismatched tires, install retread tires on a front axle, allow tires to wear more than 3/32 tread depth, perform partial brake relines without determining the cause of abnormal or premature wear, replace a dead battery without testing charging system to ensure the battery will not go dead due to system malfunction, fail to ensure on a daily basis that each vehicle is in proper condition to pass all scheduled and unscheduled inspections.

14.0 FACILITIES

- 14.1 All facilities and arrangements including office space, furniture, dispatch, maintenance bays, paved, secured and lit parking areas, security cameras, storage, on/off site fueling, radio, telephone and computer connections are the responsibility of Contractor and shall be sufficient to support the operation of the services described herein.
- 14.2 Contractor shall ensure that facilities provided are maintained as needed to ensure a safe,

hygienic, professional and attractive working environment which is in compliance with Federal, State and local regulations.

- 14.3 Services will be operated on an inter-regional basis. Vehicles dispatched out of the facilities will travel to various destinations. ICTC does not specify a preference for location, however, the location will be evaluated for practicality and functionality for the administration, operations and maintenance of the system.
- 14.4 Contractor shall locate facilities so as to be able to bring a back up vehicle into service within 60 minutes from the location.
- 14.5 The facilities must be ADA accessible and should be able to accommodate the walk-in passenger, receive fare payments, and provide a centralized site for operations and a distribution point for information and brochures.

15.0 VEHICLES

- 15.1 Contractor shall supply all non-revenue vehicles for the services. Contractor must examine the service history and schedule to determine vehicles recommended for efficient service operation. ICTC will provide 4 (four) cutaway style vehicles and one MV1 for revenue service.

Contractor must examine the service schedule to provide maximum utilization of vehicles and related equipment.

- 15.2 Contractor must maintain adequate air conditioning and passenger comfort on board at all times.
- 15.3 ICTC may inspect a vehicle on- or off-route and pull a vehicle out of service at any time due to perceived or reported safety violations, lack of air conditioning, lack of functional wheelchair lifts or other condition that impacts the health and welfare of passengers.

16.0 PERSONNEL

- 16.1 Contractor shall provide all management, office staff, drivers, dispatchers, mechanics, maintenance clerk, cleaners, service workers, telephone information operators, road supervision and such other personnel necessary to responsibly operate ICTC paratransit system, including any on-board security or supervision. It is understood that Contractor may subcontract components of its operations; however, no such subcontract shall relieve Contractor from responsibility to ensure compliance with the terms of this Scope of Work and accompanying agreements.
- 16.2 Contractor will recruit, screen, hire, discipline and train personnel as necessary, conduct monthly safety and other related employee meetings as necessary, and perform liaison activities with ICTC and other agencies related to execution of the agreement. A copy of employee benefits, work rules, and union contracts shall be provided to ICTC. Contractor shall meet and coordinate with ICTC on a frequent basis.

- 16.3 Contractor shall supervise all drivers to the end that they are courteous to all patrons at all times and respond to patron's questions regarding use of the transit system or connecting systems accurately.
- 16.4 Contractor shall provide ICTC with an organizational chart prior to start-up. After startup, Contractor shall provide a drivers list to ICTC and shall update said list annually. Contractor shall not place a driver into service without completing training program. Failure to comply with this section may result in termination of the agreement.
- 16.5 Management and Supervision - The overall management and daily supervision of transportation services provided by Contractor shall be the responsibility of Contractor. Contractor shall meet the following minimum requirements:
- 16.5.1 Designate and provide the services of a General Manager who shall provide overall management and supervision of the services to be provided under the terms of this Agreement. The General Manager shall have the appropriate education, five (5) or more years-experience in public transportation operations or equivalent managerial experience deemed acceptable by ICTC, and supervisory skills and experience necessary to effectively manage all of the transportation services to be provided under this Agreement.
- 16.5.2 ICTC shall participate in the selection and approval of the person serving as General Manager and Operations Manager and in determining whether or not the General Manager possesses the necessary education, qualifications and experience. In the event that this position must be replaced, ICTC will participate in the selection of the replacement. The General Manager shall work cooperatively with ICTC in matters relating to service quality, providing operational and other data, responding to comments from passengers and the general public, and responding to specific requests for other assistance as the need arises.
- 16.5.3 The office of the General Manager shall be physically located at the facility where the Contractor will operate transportation services and maintain vehicles.
- 16.5.4 At all times, the General Manager or an Operations Supervisor designated to act for the General Manager shall be available by telephone, email or in person to make decisions regarding day-to-day operations and shall be authorized to act on behalf of Contractor regarding all matters pertaining to the transportation services provided under this Contract.
- 16.6 Management Assistance** - Designate and provide the services of an Operations Supervisor who shall provide management assistance and supervision of the

services to be provided under the terms of this Agreement. The Operations Supervisor shall have the appropriate education, three (3) or more years-experience in public transportation operations or equivalent managerial experience deemed acceptable by ICTC, and supervisory skills and experience necessary to effectively manage all of the transportation services to be provided under this Agreement

16.7 Maintenance Management - Designate and provide the services of a qualified Maintenance Manager who shall be physically assigned responsibility for the maintenance of ICTC vehicles and equipment, including preventative maintenance scheduling, repair supervision, technical training, and other activities as may be necessary to ensure the performance of the Contractor's maintenance duties and responsibilities. The Maintenance Manager shall have the appropriate education, experience in maintaining public transportation vehicles similar to vehicles provided by the ICTC, experience in managing the maintenance function of a diesel bus shop similar in size and complexity to the services herein described and supervising the work of other maintenance personnel.

16.7.1 The office of the Maintenance Manager shall be physically located at the facility where the Contractor will operate transportation services and maintain vehicles.

16.7.2 At all times, the Maintenance Manager or a Senior Level Mechanic designated to act for the Maintenance Manager shall be available by telephone, email or in person to make decisions regarding day-to-day maintenance activities and shall be authorized to act on behalf of Contractor regarding all matters pertaining to the maintenance services provided under this Contract.

16.8 Designate and Provide Support Staff - Contractor must provide road supervisors, dispatchers, and other support staff who have two to three (2-3) years of operating and/or transit experience. All support staff are required to be fully trained and familiar with all contractual and operational requirements relating the provision of services under this Agreement. Contractor must provide support staff responsible for tasks including but not limited to:

16.8.1 Timely and efficient provision of real-time service, vehicle operator conduct and proper documentation of all service related activity, providing special attention to timely departures from base and minimizing deadhead, basic troubleshooting and detour creation

16.8.2 Providing continuous monitoring of radio communication, answer and respond to telephone calls, responding to customer comments and questions daily.

16.8.3 Scheduling and assigning drivers and vehicles in accordance with the service hour schedules and scheduled trips for each day.

16.9 Designate and Provide Maintenance and Maintenance Support Staff - Contractor must provide mechanics, bus washers/vehicle cleaners, and other maintenance personnel necessary to maintain vehicles and respond to road calls. Provide must maintain the ICTC required mechanic to vehicle ratio of 1:8 unless prior approval is received from ICTC.

16.9.1 **Training Requirements for Maintenance Personnel** - The Contractor agrees that only properly trained mechanics will be used by the Contractor to maintain and service the vehicles. The Contractor shall provide technical training for all maintenance personnel necessary to ensure a consistent level of current knowledge in the maintenance and repair of ICTC vehicles, including air conditioning systems, wheelchair lifts and other ancillary Equipment.

16.9.2 **Minimum Requirements for Maintenance Personnel** – All maintenance personnel assigned to work on ICTC owned vehicles shall have:

16.9.2.1 A thorough knowledge of Diesel and gasoline engines, automatic transmissions, electronic engine and transmission diagnostic equipment and systems, air brake systems, air conditioning systems, electrical systems, vehicle chassis and bodies, and related bus mechanical systems and equipment;

16.9.2.2 Knowledge of the general methods and procedures used in servicing and repairing mechanical equipment, including the use of tools, precision instruments, and equipment used in the general repair and maintenance of vehicles and equipment provided by the ICTC;

16.9.2.3 Knowledge of specialized bus systems and equipment including wheelchair lifts and wheelchair tie-down systems, bus camera systems;

16.9.2.4 The skills and experience necessary to conduct preventative maintenance inspections and complete associated paperwork; and,

16.9.2.5 The ability, skill, and experience to inspect, diagnose problems, and repair ICTC vehicles and equipment, including the general and specialized bus components and systems.

17.0 TRAINING

17.1 Contractor shall provide full training for Contractor's drivers. This training shall be a minimum of eighty (80) hours per employee, of which at least thirty (30) shall be behind

the wheel. This training must be completed before a driver can enter unsupervised passenger service. Contractor shall maintain and certify driver records, subject to review by ICTC and California CHP.

- 17.2 All Contractor employees, including dispatchers and supervisors, must be trained and certified as drivers. Such training shall meet all requirements of the State of California, including but not limited to VTT, GPPV and the Commercial Drivers' License. A detailed description of Contractor's proposed training program shall be submitted. Contractor's training plan shall provide a minimum of eight (8) hours of annual refresher training per driver.
- 17.3 Contractor shall conduct classroom training in at least the following areas: Multi-media first aid training, cardiopulmonary resuscitation (CPR), National Safety Council (or approved equivalent) Defensive Driving Course, customer service, sensitivity/empathy training, emergency and accident procedures, and wheelchair loading and securement procedures.
- 17.4 Contractor will have all drivers obtain a class of license as required by law, and certification in CPR and first aid. All Contractor employees must pass a pre-employment physical examination, paid for by Contractor, prior to start of training. All of Contractor's drivers shall be subject to a pre-employment background check, review of DMV records, and VTT certification.
- 17.5 Drivers will be trained by a trainer or trainers who are certified by the National Safety Council (or other approved agency) to instruct the Defensive Driving course and are certified by either the American Heart Association or Red Cross (or another approved agency) to instruct the drivers in Red Cross and CPR. Contractor shall certify their trainer in customer service, sensitivity training, emergency and accident procedures and wheelchair loading and securement procedures, or as may otherwise be required by State or Federal law or regulations.
- 17.6 Contractor shall require all drivers to attend a monthly safety meeting, which shall be a minimum of one (1) hour in duration. Contractor shall implement a planned program of safety retraining to be conducted at the safety meetings. ICTC and ICTC representatives shall be allowed to attend said safety meetings.

18.0 LICENSES

- 18.1 Contractor shall provide and maintain licenses for the radio system.
- 18.2 Contractor shall be responsible for any locally required business or other licenses, including Federal Communications Commission and Public Utilities Commission certificates as required and necessary. Contractor shall also be solely responsible for any parking and traffic violations of vehicles operated in connection with ICTC's paratransit program.

19.0 UNIFORMS

Contractor shall provide and maintain clean, color-coordinated and identical uniforms to be approved by ICTC for all Contractors' employees. Contractor shall enforce a dress and appearance code. At a minimum, dress requirements shall include: shirts, slacks or shorts. Headgear is optional but if worn will be a design of a baseball type hats. Jackets will be uniform for use in cold or rainy weather. All shirts and jackets will have sewn name badges and identification patches with ICTC-approved logo. Sandals or open-toed shoes are not allowed.

20.0 SAFETY AND SECURITY

- 20.1 Contractor shall be responsible for safety and security of passengers during operations and for all related equipment and facilities. Contractor shall develop specific procedures, which define the safety and security program for ICTC paratransit services. Safety and organizational meetings shall be held with all employees at least once per month.
- 20.2 Contractor shall report all hazardous conditions (e.g., trees, signs, slides, etc.) in the service area to ICTC and any other appropriate authority and take necessary precautions to safeguard passengers and personnel.
- 20.3 Contractor shall comply with all CHP, Cal-OSHA, and OSHA requirements. Contractor shall not permit drivers to bear weapons of any type while operating a vehicle under this contract.

21.0 EMPLOYEE WORK RULES

Contractor shall enforce the following employee rules:

- 21.1 Uniforms:
 - 21.1.1 Must be worn at all times when on duty.
 - 21.1.2 Shall be clean and presentable at all times.
 - 21.1.3 Uniforms designs, colors and ID tags subject to ICTC approval.
- 21.2. Gratuities:
 - 21.2.1 Shall NOT be accepted.
 - 21.2.2 All cash shall go into farebox without being handled by the driver, unless required by the passenger's disability.
- 21.3 Knowledge of Service and Service Area:
 - 21.3.1 Drivers shall have a thorough knowledge of all ICTC transit services and service areas.
 - 21.3.2 Drivers shall also have a basic knowledge of potential transfer locations for all ICTC transit services.
- 21.4 General Rules:
 - 21.4.1 No one will be permitted to smoke, eat or drink aboard vehicles at any time. This includes passengers and staff.
 - 21.4.2 Boisterous language, profanity, or incivility to anyone shall not be allowed while in uniform, while on or off duty representing the Contractor or the ICTC.

- 21.4.3 While in uniform, no employee shall purchase, consume, or be under the influence of any narcotic, intoxicant, or harmful drug.
- 21.4.4 Drivers shall be responsible for keeping all vehicles clean and sanitary during their shift.
- 21.4.5 All employees are responsible for reporting any defects a vehicle may have to the supervisor and maintenance department immediately. Drivers shall conduct a "walk-around" and in-vehicle inspection of their vehicle and fill out a "squawk" sheet. Drivers shall have maintenance or management personnel resolve any doubt about the safety of a vehicle prior to placing a vehicle in passenger service.
- 21.4.6 Employees may use vehicles only in accordance with their assigned duties.
- 21.4.7 Employees must conduct themselves and operate vehicles in a safe and courteous manner at all times.
- 21.4.8 No one shall be permitted to solicit on the vehicle.
- 21.4.9 No item longer than five (5) feet will be permitted on the vehicle.
- 21.4.10 All information regarding accidents shall be confidential. Employees shall refrain from speaking to anyone concerning any accident unless it is to police, supervisory personnel, or other person(s) involved in the accident as required by law.
- 21.4.11 Persons under the influence of any intoxicant, narcotic, or harmful drug shall not be permitted on the vehicle.
- 21.4.12 Drivers providing service will be required to travel over prescribed routes (corridors) and maintain time (window) schedules. If it becomes necessary to leave the deviated from the expected route, the dispatcher or immediate supervisor shall be notified immediately.
- 21.4.13 Drivers will provide the assistance required to help elderly and disabled persons boarding and de-boarding vehicles, moving to their seat and or maneuvering and securing wheelchairs. Under no circumstances will drivers enter a passenger's residence or physically lift a passenger.
- 21.4.14 No vehicle shall be operated when its condition is unsafe or uncertain.
- 21.4.15 No driver shall operate the wheelchair lift: a) until he/she has received the required training; and b) if there is any doubt whosoever about the mechanical condition of the lift or safety of the passenger as a result from using the lift. Wheelchair lift operation shall be in compliance with the methodology recommended by the OEMs.

Appendix A - 1 IVT MedTrans Performance Standards

**IVT MedTrans Contract
Performance Standards**

DRAFT

El Centro	FY 2023-24 performance for baseline	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30 Option Year 6	FY 2030-31 Option Year 7	TOTAL
		Year 1	Year 2	Year 3	Year 4	Year 5			
total fixed costs									\$ -
total cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
less 10% fares	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
total subsidy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
revenue hours estimate	3,400	3,400	3,400	3,400	3,400	3,400	3,400	3,400	17,000
passenger estimate	5,300	5,300	5,353	5,407	5,461	5,515	5,570	5,626	27,146
service days	208	208	208	208	208	208	208	208	1,040
mileage estimate	112,500	112,500	113,625	114,761	115,909	117,068	118,239	119,421	576,216
pass/hour	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.7	
pass/day	25.5	25.5	25.7	26.0	26.3	26.5	26.8	27.0	
pass/mile	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
cost/pass	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
sub/pass	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
cost/mile	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
cost/hour	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
farebox ratio	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
fte				X.X					
cost/hour	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	

Note 1: The current service is operated by a for profit provider with 3 revenue service hour vehicles owned by ICTC

Note 3: The fare box ratio was changed to 10% in FY 2019-20

Note 4: Cost data to be added upon award of contract

Appendix A - 2 IVT MedTrans Vehicle Fleet List

IVT MedTrans Fleet (2023)

Veh #	Description	Eng Year	V.I.N.	License Plate Info	Seats + Driver	Seating Material	WC #	WC Entry	Fuel	Standee Capacity	Seating	Bus Width Ft	Bus Length Ft	Bike Rack	Security Cameras
1400	2016 Ford E-450 STARCRAFT	2016	1FD4E4FS3GDC45448	1396364	15	Leather	2	Lift	Gas	0	Yes	8	23	None	Yes
1401	2016 Ford E-450 STARCRAFT	2016	1FD4E4FS5GDC45449	1396295	15	Leather	2	Lift	Gas	0	Yes	8	23	None	Yes
1402	2016 Ford E-450 STARCRAFT	2016	1FD4E4FS0GDC45455	1396298	15	Leather	2	Lift	Gas	0	Yes	8	23	None	Yes
1403	2016 Ford E-450 STARCRAFT	2016	1FDEE3FL4GDC26065	1474443	11	Leather	1	Lift	Gas	0	Yes	8	23	None	Yes
1404	2023 Ford E-450 SUPER DUTY STARCRAFT	2023	1FD4E4FN1PDD38317	1671780	15	Leather	2	Lift	Gas	0	Yes	8	23	None	Yes
1405	2023 Ford E-450 SUPER DUTY STARCRAFT	2023	1FD4E4FN4PDD38327	1671779	15	Leather	2	Lift	Gas	0	Yes	8	23	None	Yes
1406	2023 Ford E-450 SUPER DUTY STARCRAFT	2023	1FD4E4FN0PDD38308	1671778	15	Leather	2	Lift	Gas	0	Yes	8	23	None	Yes
S4	MedTrans MV1	2016	57WMD2A62EM101962	1474523	5	Leather	2	Ramp	Gas	0	Yes	6.6	17.1	0	No

* A number of vehicles are anticipated to be retired.

Appendix A - 3 IVT MedTrans Table of Incentives and Penalties

Appendix A-3

Table of Incentives and Penalties - IVT MedTrans - Demand Response

It is the goal of ICTC to foster and maintain a cooperative relationship with the Provider. Through the award of the contract, ICTC and Provider agree to this system of liquidated damages as necessary, to insure that the performance required in the contract is delivered.

In the event liquidated damages are imposed by ICTC, then the Provider may have the opportunity to appeal, at the discretion of ICTC, any sums assessed against it as liquidated damages by demonstrating either:

1. Incorrect Assessment - The Provider had met the applicable service standard and/or that the Service had been delivered in accordance with the Agreement.
2. Beyond the Provider's Control - The event which resulted in a liquidated damage assessment was caused by or attributable to mitigating circumstances beyond the Provider's control. The Provider shall not be held responsible for failure to provide on-time service due to accidents not involving ICTC vehicles, unusual weather or traffic conditions, road detours, or naturally occurring disasters, if sufficient documentation is provided to ICTC.

Neither the agreement of ICTC to accept liquidated damages as compensation for its damages for the Provider's failure to perform, nor the imposition or assessment of any liquidated damages, shall affect any other rights and remedies of ICTC under the Agreement, including the right of ICTC to terminate the Agreement in accordance with the termination provisions.

Performance Measure		Standard	Liquidated Damages	Monitor
1	Operating Ahead of Schedule	No unauthorized departure by a bus from its scheduled departure time.	\$100 per incident	ICTC observations/ verified passenger complaints
2	Operating Late per Schedule	No unauthorized departure by a bus more than twenty (20) minutes from its scheduled departure time.	\$100 per incident	ICTC observations/ verified passenger complaints

		Reasonable accommodations required to ensure that all passengers return to their return destination unless prior approval is received from ICTC. Scenarios may require an overnight stay, require IVT MedTrans management staff to travel to locations in San Diego.		
3	Failure to follow inclement weather or road closure notifications and policies, failure to perform Passenger Returns		\$1,000 per incident and possible termination of the contract	ICTC observations/verified passenger complaints
4	Missed trip	Failure to operate any scheduled trip without prior approval from ICTC	\$500 per incident	ICTC observations/verified passenger complaints
5	Prompt Farebox Removal	Remove all fareboxes and receipts from revenue vehicles daily at the end of service	\$50 per incident	ICTC observations / fiscal audits
6	Secure Farebox Count/Deposit	Secure storage, count receipts in double custody and deposit of revenues daily	\$50 per incident	ICTC observations / fiscal audits
7	ADA Compliance	Compliance with the ADA regulations including but not limited to; insuring working PA systems, calling out major intersections, failure of wheelchair lifts	\$250 per incident	ICTC observations / verified passenger complaints

8	Failure to Enforce Fare or Price Policies	Compliance with the ICTC approved fare policy	\$50 per incident	ICTC observations / verified passenger complaints
9	Failure to Maintain the Staffing and Personnel Plan	All positions filled unless ICTC approves a change to the plan	\$100 per day per position	ICTC observations / verified passenger complaints
10	Failure to Maintain Security Requirements	Vehicles, facilities and other assets are to be secured and monitored. Reports to ICTC within 24 hours of an incident	\$50 per incident	ICTC observations / fiscal audits
11	General Vehicle Maintenance	Vehicles, facilities and other assets are to be maintained in a state of good repair	\$100 per vehicle per day that has equipment i.e. bike rack, stop cord inoperable or unavailable for service without prior authorization from ICTC	ICTC observations / fiscal audits / passenger complaints
12	Vehicle Maintenance On Board/Offboard	Vehicles, facilities and other assets are to be maintained in a state of good repair	\$250 per vehicle per day that is inoperable or unavailable for service to meet rollout beyond a 90 day limit without prior authorization from ICTC	ICTC observations / fiscal audits
13	Vehicle Maintenance - Passenger Comfort	Vehicles, facilities and other assets are to be maintained in a state of good repair	\$500 per vehicle per day that has an inoperable cooling or HVAC system	ICTC observations / passenger complaints

14	Vehicle Maintenance - Failure to Respond in a Timely Manner	Vehicles, facilities and other assets are to be maintained in a state of good repair	\$100 per vehicle per day where Provider fails to provide an replacement revenue service vehicle within thrity (30) minutes of a mechanical failure or breakdown	ICTC observations / passenger complaints
15	Vehicle Maintenance - Failure to Respond in Annual Maintenance Audits in a Timely Manner	Vehicles, facilities and other assets are to be maintained in a state of good repair	\$250 per vehicle per day that is inoperable or unavailable for service to meet rollout beyond a 90 day limit without prior authorization from ICTC	ICTC observations / maintenance audits
16	Vehicle Maintenance - PMI	Any preventive maintenance inspection (PMI) not completed within 300 miles of scheduled interval	\$250.00 per infraction	ICTC observations / maintenance audits
17	Vehicle Appearance	Vehicles are to be cleaned daily and deep cleaned quarterly. All dents and paint chips are to be maintained in a state of good repair. Any damage to said vehicle or logo will be corrected within 7 business days or penalty shall apply.	\$50 per vehicle per day	ICTC observations / verified passenger complaints
18	Bus Operations Facility Appearance - Interior/Exterior	Vehicles, facilities and other assets are to be maintained in a state of good repair	\$50 per facility per day	ICTC observations / verified passenger complaints

19	Driver Uniform Violation/Appearance	Drivers must maintain the uniform policy	\$50 per occurrence per day that has not maintained the uniform policy	ICTC observations / verified passenger complaints
20	Driver/Dispatch/Customer Service Behavior Violation	Personnel	\$50 per occurrence per day that has not maintained the customer service policy	ICTC observations / verified passenger complaints
21	Total Miles Between Road Calls - calculated by dividing the number of breakdowns or roadcalls in the reporting period by the number of vehicle service miles in that reporting period. - Reporting Period is Monthly	Average miles between road calls for entire service	Performance below 10,000 miles - Average miles per road call - \$1,000 for 0 - 2,000 miles; \$750 for 2,001 - 3,000 miles; \$500 for 3,001 - 4,000 miles; \$250 4,001 - 5,000 miles; no damages incurred if value exceeds 10,000 avg miles per road call	ICTC observations / verified passenger complaints
22	Total Miles Between Accidents - Accidents per miles are calculated by dividing the number of accidents in the reporting period by the number of vehicle service miles in that reporting period. Reporting Period is Monthly.	Average miles between accidents	Performance below 10,000 miles - Average miles per accident - \$2,000 for 0 - 2,000 miles; \$1,500 for 2,001 - 3,000 miles; \$1,000 for 3,001 - 4,000 miles; \$500 for 4,001 - 5,000 miles; no damages incurred if value exceeds 10,000 avg miles per accident	ICTC observations / verified passenger complaints

23	Safety Inspection Report - CHP	Failure to achieve a satisfactory rating in any category of the annual CHP Safety Compliance Report	\$500.00 per infraction and possible termination of contract	ICTC observations / CHP reports
24	Compliance with DOT/FTA Drug and Alcohol Policy and Program Review	Failure to achieve a compliance in a review of the annual D & A Audit/Compliance Report	\$500.00 per infraction and possible termination of contract	ICTC observations / reports
25	Compliance with but not limited to ICTC/NTD/DOT/FTA Reporting	Failure to achieve compliance with reporting requirements	\$500.00 per infraction and possible termination of contract	ICTC observations / reports

Appendix A - 4 ICTC Fare Collection Policy

ICTC Fare Collection and Deposit Policy

General Provisions

Provider will assume the following responsibilities:

1. Maintain an adequate supply of passes/coupons and print additional quantities as needed.
2. Issue passes/coupons to vendors.
3. Issue a punch to each driver for validating passes.
4. Maintain a Ticket Control Form and retain for auditing purposes.
5. Deposit revenue in accordance with ICTC policy.
6. Complete Fare Revenue Control Form and retain for auditing purposes.

The Agency will assume the following responsibilities:

1. Approval of design and implement all necessary procedures concerning passes, coupons, or special promotions.
2. Establish fares and the value of passes, coupons, or special promotions.
3. Provide Provider with fare structure information.
4. Supply Provider with passes and coupons.
5. Supply Provider with necessary forms.
6. Engaging Auditing Firm to evaluate all aspects of Fare Revenue recording and collection procedures.

Cash Fares

1. Provider shall be responsible for installing a vault in each farebox and for completing the appropriate information on a Fare Revenue Control Form.
2. All cash fares shall be deposited in the farebox by the passenger upon boarding.
3. Drivers will not make change.
4. Drivers will not handle fare revenue
5. Provider's General Manager or an employee designated to act for the General Manager shall remove the full cash vaults from the fareboxes daily and replace the full vault with an empty one. Appropriate information shall be completed on the Fare Revenue Control Form.
6. Full vaults must be kept in a secure area with cameras on the Provider's property until counted and they are taken to the bank.
7. Provider must make arrangements with a bank to receive, count and deposit the farebox revenue.
8. Provider and a bank representative shall complete and sign the Fare Revenue Control Form.

Appendix A - 5 ICTC DBE PROGRAM



**Disadvantaged Business Enterprise Plan (DBE)
For Projects Funded Through
the Federal Transit Administration (FTA)
FY 2022-23 to FY 2024-25**

IMPERIAL COUNTY TRANSPORTATION COMMISSION**DEPARTMENT OF TRANSPORTATION
DBE PROGRAM – 49 CFR PART 26****POLICY STATEMENT****Section 26.1, 26.23****Objectives/Policy Statement**

The Imperial County Transportation Commission has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The ICTC has received federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the ICTC has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the ICTC to ensure that DBEs are defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure non-discrimination in the award and administration of DOT – assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

Gustavo Gomez has been delegated as the DBE Liaison Officer. In that capacity, Gustavo Gomez is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the ICTC in its financial assistance agreements with the Department of Transportation.



Interim Executive Director

8/17/2022

Date

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SUBPART A – GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are found in the policy statement on the first page of this program.

Section 26.3 Applicability

The ICTC is the recipient of federal transit funds authorized by Titles I, III, V, and VI of ISTEA, Pub. L. 102-240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, II, and V of the Teas-21, Pub. L. 105-178.

Section 26.5 Definitions

The ICTC will adopt the definitions contained in Section 26.5 for this program.

Section 26.7 Non-discrimination Requirements

The ICTC will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the ICTC will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Reporting to DOT: 26.11(b)

We will report DBE participation to DOT as follows:

We will report DBE participation on a semiannual basis, using DOT Form 4630 or through the FTA TrAMS website. These reports are due by June 1 and December 1. These reports will reflect payments to contractors, as well as, payments actually made to DBEs on DOT-assisted contracts.

Bidders List: 26.11(c)

The ICTC will create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The purpose of this requirement is to allow use of the bidders list approach to calculating overall goals. The bidder list will include the name, address, DBE non-DBE status, age, and annual gross receipts of firms.

We will collect this information in the following ways: requiring prime bidders to report the names/addresses and possible other information, of all firms who quote to them on subcontracts, providing a notice in solicitations and post it on the Commission website.

Section 26.13 Federal Financial Assistance Agreement

ICTC has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: 26.13(a)

ICTC shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The ICTC shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The ICTC's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the ICTC of its failure to carry out its approved program, the Department may impose sanction as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

This language will appear in financial assistance agreements with sub-recipients.

Contract Assurance: 26.13b

We will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the ICTC deems appropriate.

SUBPART B - ADMINISTRATIVE REQUIREMENTS**Section 26.21 DBE Program Updates**

Since the ICTC may receive a grant of \$250,000 or more for planning or development, planning capital, and or operating assistance in a federal fiscal year, by the statute for we will continue to carry out this program until all funds from DOT financial assistance have been expended. We will provide to DOT updates representing significant changes in the program.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this program.

Section 26.25 DBE Liaison Officer (DBELO)

We have designated the following individual as our DBE Liaison Officer:

Gustavo Gomez, Transit Planner

Imperial County Transportation Commission
 1503 N. Imperial Ave. Suite 104
 EL Centro, Ca, 92243
 760-592-4492
gustavogomez@imperialctc.org

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the ICTC complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the Executive Director of ICTC concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is found in Attachment A to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has a staff of 0 to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all components within the ICTC to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals attainment and identifies ways to improve progress.
6. Analyzes ICTC's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the Executive Director\Commission on DBE matters and achievement.
9. Participates in pre-bid meetings.
10. Provides DBEs with information and assistance in preparing bids.
11. Plans and participates in DBE training seminars.
12. Acts as liaison to the Uniform Certification Process in California.
13. Provides outreach to DBEs and community organizations to advise them of opportunities.
14. Maintains the ICTC's updated directory on certified DBEs.

Section 26.27 DBE Financial Institutions

It is the policy of the ICTC to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contract to make use of these institutions. We have made the following efforts to identify and use such institutions: research the credit unions and commercials banks in the community through on site visits and website reviews.

To date we have identified the following such institutions: None

Section 26.29 Prompt Payment Mechanisms

The ICTC will include the following clause in each DOT-assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from ICTC. The prime contractor

agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the ICTC. This clause applies to both DBE and non-DBE subcontracts.

Any failure to comply with this section by the prime contractor shall be considered as a breach of the contract, subject to the provisions of the agreement. In addition, the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractors ensures that the subcontractors are promptly paid for the work that they have performed.

Section 26.31 Directory

The ICTC maintains a directory identifying all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. We revise the Directory annually.

We make the Directory available online at <https://ucp.dot.ca.gov/licenseForm.htm>. Further information may be found about California's Uniform Certification Program <https://dot.ca.gov/programs/civil-rights/dbe-certification-information>.

Section 26.33 Overconcentration

ICTC has not identified that overconcentration exists in the types of work that DBEs perform.

Section 26.35 Business Development Programs

ICTC has not established a business development program.

Section 26.37 Monitoring and Enforcement Mechanisms

The ICTC will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.
2. We will consider similar action under our own legal authorities, including responsibility determinations in future contracts. Attachment 3 lists the regulation, provisions, and contract remedies available to us in the events of non-compliance with the DBE regulation by a participant in our procurement activities.
3. We will also provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by the DBEs. This will be accomplished via a reporting mechanism.
4. We will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The ICTC does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 4 to this program. This section of the program will be updated annually.

The overall program goal will be developed in accordance with the 2-step process specified in 26.45 (c-d). The first step is to determine the goal “base figure” based on the relative availability of DBEs in ICTC’s market area. The second step is to adjust the goal “base figure” from Step one so that it reflects as accurately as possible the DBE participation ICTC would expect in absence of discrimination based on past participation, a disparity study and/or information about barriers to DBE participation. Annual projections on DBE participation during each fiscal year will be developed as specified by 26.45 (e)(3)(iii).

Before establishing the overall goal, ICTC will consult with the Chambers of Commerce and CALTRANS Local District Offices to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and ICTCs efforts to establish a level playing field for the participation of DBEs.

Following the consultation, ICTC will publish a notice of the proposed overall goals, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at the ICTC offices for 30 days following the date of the notice, and informing the public that ICTC and DOT will accept comments on the goals for 45 days from the date of the notice.

We will begin using our overall goal on October 1 of the year, unless we have received other instructions from DOT. If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

The proposed overall annual goal will be published on ICTC’s website on <http://www.imperialctc.org/publications-&reports/transit-and-non-motorized/>.

Section 26.47 Shortfall Analysis and Corrective Action Plan

If at the end of each year, awards/commitments are less than the applicable overall goal, ICTC will analyze the reasons for the shortfall and establish specific steps that may enable ICTC to meet its overall goal in the next year. ICTC will submit its Shortfall Analysis and Corrective Action Plan to the FTA by December 29 of any applicable year.

Section 26.49 Transit Vehicle Manufacturers Goals

ICTC will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, ICTC may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the TVM complying with this element of the program. Purchase information of a TVM should be sent to FTA within 30 days of making an award.

Section 26.51(a-c) Breakout of Estimated Race-Neutral & Race-Conscious Participation

The breakout of estimated race-neutral and race-conscious participation can be found in Attachment 5 to this program. This section of the program will be updated annually when the goal calculation is updated.

Section 26.51(d-g) Contract Goals

The ICTC will use contract goals to meet any portion of the overall goal ICTC does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

We will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work.)

We will express our contract goals as a percentage of total amount of a DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures

Demonstration of Good Faith Efforts (26.53(a) & (c))

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are located in Appendix A to 49 CFR Part 26.

The following personnel is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive

David Aguirre, Interim Executive Director
Imperial County Transportation Commission
1503 N. Imperial Ave. Suite 104
EL Centro, Ca, 92243
760-592-4492
davidaguirre@imperialctc.org

We will ensure that all information is complete and accurate and adequately documents the bidder/offer's good faith efforts before we commit to the performance of the contract by the bidder/offeror.

Information to be submitted (26.53(b))

ICTC treats bidder/offers' compliance with good faith efforts' requirements as a matter of responsiveness.

Each solicitation for which a contract goal has been established will require the bidders/offerors to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and

6. If the contract goal is not met, evidence of good faith efforts.

Such documentation should be submitted either with the bid/proposal or within 5 days of bid opening.

Administrative reconsideration (26.53(d))

Within 10 days of being informed by ICTC that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

David Aguirre, Interim Executive Director
Imperial County Transportation Commission
1503 N. Imperial Ave. Suite 104
El Centro Ca, 92243
760-592-4494
davidaguirre@imperialctc.org

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts when a DBE is replaced on a contract (26.53(f))

ICTC will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. We will require the prime contractor to notify the DBE Liaison officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, we will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, ICTC will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Sample Bid Specification:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the [Name of ICTC] to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of ____ percent has been established for this

contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

Section 26.55 Counting DBE Participation

We will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55.

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

ICTC will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. ICTC is not a certifying agency.

For information about the certification process or to apply for certification, firms should contact:

CALTRANS Civil Rights
ATTN: Certification Unit
1823 14th Street
Sacramento, Ca. 95811
(866) 810-6346

<https://dot.ca.gov/programs/civil-rights/dbe-certification-information>

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

The ICTC is the member of a Unified Certification Program (UCP). The UCP meets all of the requirements of this section. The following is a description of the UCP (as provided on the CUCP website located at <https://dot.ca.gov/programs/civil-rights/dbe-certification-information>

“The California Unified Certification Program (CUCP) went into effect on January 1, 2002. It is a one stop shopping certification procedure that eliminates the need for Disadvantaged Business Enterprises (DBE) firms to obtain certifications from multiple agencies within the State.

The CUCP is charged with the responsibility of certifying firms and compiling and maintaining a single Statewide database of certified DBEs, pursuant to 49 CFR Part 26. The database is intended to expand the use of DBE firms by maintaining complete and

current information on those businesses and the products and services they can provide to all DOT assisted grantees in California.

The CUCP has established two regional DBE certification clusters throughout the State, designated by geographical boundaries to effectively facilitate Statewide DBE certification activities.

The CUCP certifying agencies are responsible for certifying DBE firms. It is not necessary to apply for DBE certification at more than one agency. If your firm meets the general criteria for DBE certification as provided on the Application package, please submit your completed application, along with the requested documentation to one of the Certifying agencies serving the County where your firm has its principal place of business. “

Section 26.83 Procedures for Certification Decisions

Re-certifications 26.83(a) & (c)

We will review the eligibility of DBEs, to make sure that they will meet the standards of Subpart E of Part 26. We will complete this review no later than five years from the most recent certification date of each firm.

For firms that we have reviewed and found eligible under part 26, we will again review their eligibility every five years. These reviews will include the following components: filing out a new application, performing on site visits in the ICTC local area, and reviewing work history, qualifications and equipment of the firm.

“No Change” Affidavits and Notices of Change (26.83(j))

To the extent as required by the CUCP, we require all DBEs to inform us, in a written affidavit, of any change in its circumstances affecting its ability to meet size, disadvantaged status, ownership or control criteria of 49 CFR Part 26 or of any material changes in the information provided with the CUCP’s application for certification.

We also require all owners of all DBEs to submit, on the anniversary date of their certification, a “no change” affidavit meeting the requirements of 26.83(j). The test of this affidavit is the following:

I swear (or affirm) that there have been no changes in the circumstances of [*name of DBE firm*] affecting its ability to meet the size, disadvantaged status, ownership, or control requirements of 49 CFR part 26. There have been no material changes in the information provided with [*name of DBE*]’s application for certification, except for any changes about which you have provided written notice to the ICTC under 26.83(j). [*Name of firm*] meets Small Business Administration (SBA) criteria for being a small business concern and its average annual gross receipts (as defined by SBA rules) over the firm’s previous three fiscal years do not exceed \$16.6 million.

We require DBEs to submit with this affidavit documentation of the firm’s size and gross receipts.

We will notify all currently certified DBE firms of these obligations. This notification will inform DBEs that to submit the “no change” affidavit, their owners must swear or affirm that they meet all regulatory requirements of part 26, including personal net worth. Likewise, if a firm’s owner knows or should know that he or she, or the firm, fails to meet a part 26 eligibility requirement (e.g. personal net worth), the obligation to submit a notice of change applies.

Section 26.85 Denials of Initial Requests for Certification

If the CUCP denies a firm's application or decertify it, it may not reapply until 12 months have passed from the action.

Section 26.87 Removal of a DBE's Eligibility

In the event the CUCP proposes to remove a DBE's certification, we will follow procedures consistent with 26.87.

Section 26.89 Certification Appeals

Any firm or complainant may appeal the CUCP decision in a certification matter to DOT. Such appeals may be sent to:

Department of Transportation
Office of Civil Rights Certification Appeals Branch
400 7th Street, SW
Room 2104
Washington, D.C. 20590

We will promptly implement any DOT certification appeal decisions affecting the eligibility of DBEs for our DOT-assisted contracting (e.g., certify a firm if DOT has determined that our denial of its application was erroneous)

SUBPART F – COMPLIANCE AND ENFORCEMENT**Section 26.109 Information, Confidentiality, Cooperation**

We will safeguard from disclose to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law.

Notwithstanding any contrary provisions of state or local law, we will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

Monitoring Payments to DBEs

We will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be make available for inspection upon request by any authorized representative of the ICTC or DOT. This reporting requirement also extends to any certified DBE subcontractor.

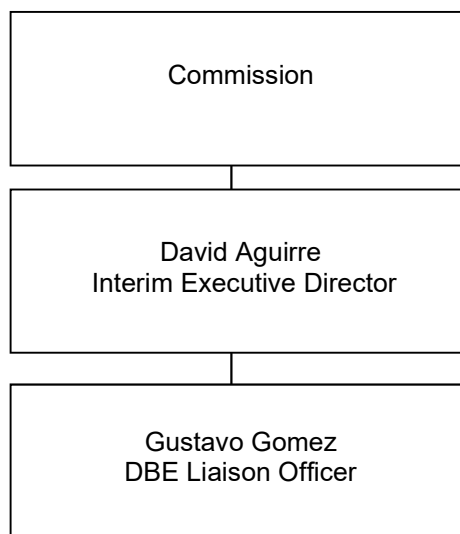
We will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts states in the schedule of DBE participation.

ATTACHMENTS

Attachment 1	Organizational Chart
Attachment 2	DBE Directory
Attachment 3	Monitoring and Enforcement Mechanisms
Attachment 4	Overall Goal Calculation
Attachment 5	Breakout of Estimated Race-Neutral & Race-Conscious Participation
Attachment 6	Form 1 & 2 for Demonstration of Good Faith Efforts
Attachment 7	Certification Application
Attachment 8	Procedures for Removal of DBE's Eligibility
Attachment 9	Regulations: 49 CFR part 26
Attachment 10	Affidavit of Publication
Attachment 11	Small Business Program
Attachment 12	Consultative Public Process

Attachment 1
Organizational Chart

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM



Attachment 2

DBE Directory

See the CUCP directory, found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

ICTC encourages prime contract bidders to search this directory when seeking subcontractors that are certified as a DBE.

Attachment 3**Monitoring and Enforcement Mechanisms**

The ICTC has available several remedies to enforce the DBE requirements contained in its contracts, including, but are not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract;
2. Breach of contract action pursuant to California Civil Code S 3300, et. seq;
3. Any other enforcement mechanism in law or equity allowable in California

In addition, the federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR part 26
2. Enforcement action pursuant to 49 CFR part 31
3. Prosecution pursuant to 18 USC 1001.

Attachment 4**ICTC Methodology for adopting an FY 2023- 2025 DBE goal for FTA purposes**

Pursuant to Section 49 CFR Part 26, The ICTC presents the following information as it relates to the development of the ICTC Methodology for adopting a FY 2022 - 2024 DBE goal for FTA purposes.

The projects include various transit service oriented and professional contracting opportunities and are anticipated to be awarded during the first year of the triennial period. This is the third year of the triennial report period.

Anticipated ICTC contracting opportunities during this period of time utilizing FTA funds:

- One (1) Contract for public fixed route transit services and Two (2) Contracts for demand response services: IVT Access (ADA paratransit services) and IVT MedTrans.
- Total approximate annual contract cost, including federal and non-federal funds: \$8,212,603.52 total three year approximate cost: \$25,809,271.97
- Total FY 2022 FTA 5307 Funds: \$3,761,398, FTA 5311 Funds: \$538,038
- Total three year approximate revenues: FTA 5307 Funds: \$12,036,473.60 FTA 5311 Funds: \$1,646,612.22

These contracts are for turnkey operation of all public fixed route transit, ADA paratransit services and non-emergency transportation to medical facilities in San Diego, currently or proposed to be administered by ICTC (i.e. Imperial Valley Transit, IVT Access and IVT MedTrans). ICTC does not own transit facilities, therefore only those firms capable of providing facilities and the nonrevenue vehicles needed for operations will respond to ICTC's competitive bid processes.

Approximate total amounts were based upon:

1. Obligated funds based on revenue apportionments as posted by the FTA under the FY 2021-22 FTA 5307 and FY 2022-23 FTA 5311 program.

Unique factors affecting the development of the DBE Goal for FY 2023 – 2025:

1. Recognition and local knowledge that as a small urban turnkey transit system, the majority of the FTA 5307 and FTA 5311 funds are used for direct operating costs in turn key contracts for which limited opportunities exist for DBE and small business participation i.e. salaries and facility lease costs.

2. Recognition and local knowledge that there is limited DBE participation in the immediate geographic area. The area is 84 miles to the south of Riverside and 120 miles to the east of San Diego counties, which represent the closest populated areas. The market area, or region, therefore has been expanded to include the Counties of Imperial, Riverside and San Diego Counties. The DBE firms certified by the California Unified Certification Program with the most appropriate NAICS classification code (485113 – Bus and motor vehicle transit systems) are generally charter services who are not ready, willing, or able to bid on public fixed route contracts of this size and complexity.
3. There may exist opportunities for the prime contractor (currently First Transit) to utilize outside firms to provide needed services. However the distance to cover providing these services when unbundled historically has not proven attractive or realistic to DBE providers from adjacent urbanized areas.

Step 1 – Development of the Base Goal Figure

In order to determine an overall goal the first step is to determine a base figure:

Approximate potential annual funding available for the contacting opportunities.

Table 1 Amount of DOT Funding			
Work Code	Description of the Work	Amount of DOT funds	Percent of Total Weight
D3710	Parts (general)	\$ 668,219.33	0.271
D3010	Tire products	\$ 50,641.29	0.021
F5980	Fuel and Oil Suppliers	\$ 1,475,404.30	0.598
C8708	Consulting Services	\$ 00.00	0.000
17310	Transit Advertising	\$ 189,920	0.077
F5132	Uniforms	\$ 31,660.58	0.012
C0699	Tool Supplier	\$ 00.00	0.000
D2520	Office Furniture	\$ 00.00	0.000
F5044	Office Equipment	\$ 47,715.17	0.019
E4110	Local and Suburban Transportation	\$ 00.00	0.000
E4130	Intercity and Rural Bus Transportation	\$ 00.00	0.000
	TOTALS	\$ 2,463,560.67	100%

The number of DBE and non DBE firms ready, willing, and able to bid on contracting opportunities.

Table 2 Relative Availability of DBEs				
NAICS CODE	Description of the Work	Available DBEs in the Region	Number of all Firms Available	Relative Availability
D3710	Parts (general)	0	5	0.000
D3010	Tire products	0	3	0.000
F5980	Fuel and Oil Suppliers	0	0	0.000
C8708	Consulting Services	3	33	0.050
I7310	Transit Advertising	27	117	0.135
F5132	Uniforms	2	3	0.333
C0699	Tool Supplier	0	7	0.000
D2520	Office Furniture	0	2	0.000
F5044	Office Equipment	0	8	0.000
E4110	Local and Suburban Transportation	0	12	0.000
E4130	Intercity and Rural Bus Transportation	0	0	0.000
	TOTALS	32	190	0.1684

Local Potential Subcontracting Opportunities

There are currently a total of thirteen certified DBE's in the entire County of Imperial. Only one DBE performs services that Imperial Valley Transit (IVT) needs, advertising. The rest of the DBE's are mostly engineering and construction firms, along with a couple of utility services firms. Should ICTC encounter engineering and/or construction projects, all local firms will be given an opportunity to pursue any available services.

Table 3 Step One - Base Goal Development				
NAICS CODE	Description of the Work	Weight	Relative Availability	Weighted Base Figure
D3710	Parts (general)	0.154	0.000	0.000
D3010	Tire products	0.258	0.000	0.000
F5980	Fuel and Oil Suppliers	0.528	0.000	0.000
C8708	Consulting Services	0.000	0.090	0.000
17310	Transit Advertising	0.042	0.231	0.009
F5132	Uniforms	0.002	0.666	0.001
C0699	Tool Supplier	0.000	0.000	0.000
D2520	Office Furniture	0.005	0.000	0.000
F5044	Office Equipment	0.008	0.000	0.000
E4110	Local and Suburban Transportation	0.000	0.000	0.000

E4130	Intercity and Rural Bus Transportation	0.000	0.000	0.000
	TOTALS	100%		

Step 2: Adjustments to the Base DBE Relative Availability Figure

Adjustments to the base figure goal may be necessary and justified for a variety of reasons including: lower or higher than expected past participation by DBE firms, additional evidence from disparity studies, etc. Unfortunately, very little data of this sort is currently available to ICTC. In past years FTA funds were spent solely on the turnkey operations contract. In addition, a comprehensive disparity study completed by the San Diego Association of Governments in 2014 included ICTC and the region of Imperial Valley, and concluded that no real opportunities existed in the immediate area. Therefore, ICTC cannot identify a valid reason to adjust its base goal upward or downward based on past participation or based upon other available studies.

However, ICTC does recognize that there are many firms within Imperial County currently eligible to be certified as DBE firms that simply have not gone through the application process. Based on recent conversation with potential applicants, this is not only because of a lack of understanding of said process but more to do with a lack of desire or monetary incentive to do so. ICTC has encouraged these firms in contracting opportunities, especially local subcontracting opportunities.

An outreach program conducted annually over the last two years has not been very successful. It was felt that it might be possible given the large proportion of minority and women owned firms without the County of Imperial. (The numbers reported below are from 2010 Census data.)

Minority owned firms	35.2%
Women owned firms	10.1%

Table 4 Historical DBE Participation		
FFY	Goals	Annual Participation
2017	1.00%	0.00%
2018	1.00%	0.00%
2019	1.00%	0.00%
2020	1.00%	0.00%
2021	1.00%	0.00%
2022	1.00%	0.00%

The median participation FFYs and Step 2 Goal

DBE Median Participation	0.00%
Step One Base Goal	0.1684%

Total	0.1684%
Divided by 2 =	2
	0.0842 %

There have been opportunities for non-federally funded projects to have DBE/WBE/MDE/UDBE participation. Most recently, three consultant developed projects were completed in FY 19-20, FY 20-21 and FY 21-22:

1. Transit Drug and Alcohol Programs Compliance Audit \$19,948.80
DBE participation =0%= \$0
2. Maintenance Audit \$47,553.00

- DBE participation =0.0%
3. Marketing \$149,280.00
DBE Participation = 100%

In a desire to maintain the spirit of the law, it will be requested that consultants or contractors strive to attain a race neutral DBE goal of **FY 2023-25 DBE Goal = 1.0%**

Attachment 6

Forms for Demonstration of Good Faith Efforts

[Forms should be provided as part of the solicitation documents.]

FORM 1:**DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION**

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____ %) is committed to a minimum of _____ % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____
(Signature)

(Title)

FORM 2:**LETTER OF INTENT**

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described

above. The estimated dollar value of this work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____
(Signature)

(Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor)

Attachment 7
Certification Application Forms

The certification application forms for the CUCP are found at:

<https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/uniform-certification-application-english>

The application package includes an affidavit of personal net worth.

Attachment 8**Procedures for Removal of DBE's Eligibility**

The ICTC is not a certifying agency under the CUCP.

Ineligibility complaints

Any person may file a written complaint alleging that a currently certified firm is not eligible and specifying the alleged reasons why the firm is ineligible. ICTC is not required to accept a general statement or allegation that a firm is ineligible, or an anonymous complaint. The complaint must include information supporting the assertion that the firm is ineligible and should not continue to be certified. Complainants identified must be protected as provided in Sec 26.109(b).

ICTC will review its records concerning the firm and any materials provided by the complainant. ICTC may request additional information or conduct any other investigation that ICTC deems necessary.

If the ICTC determines that there is reasonable cause to believe that the firm is ineligible, ICTC will provide written notice to the firm that the ICTC proposes to find the firm ineligible, setting forth the reasons. If ICTC determines that reasonable cause does not exist, the ICTC will notify the complainant and the firm in writing of this determination and the reasons for it. All statement and reasons for findings on the issue of reasonable cause must specifically reference the evidence in the record on which the reason is based.

Recipient initiated

If based on notifications by the firm of a change in its circumstances or other information that comes to ICTC attention, the ICTC determines that there is reasonable cause to believe that a currently certified firm is ineligible, the ICC will provide written notice to the firm that ICTC proposes to find the firm ineligible, setting forth the reasons for the proposed determination. The statement of reasons for the finding of reasonable cause must specifically reference the evidence in the record on which each reason is based.

DOT directive

If the DOT determines that a firm does not meet the requirements for eligibility, the DOT will provide a notice setting forth the reasons for the record with relevant documentation and the ICTC may initiate appropriate actions after consultation with the DOT.

Attachment 9

Regulations: 49 CFR Part 26

Please refer to: <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/dbe-regulations>

Attachment 10**Imperial County Transportation Commission (ICTC)
Small Business Program**

Consistent with Imperial County Transportation Commission's policy that firms certified as DBE, MBE, WBE and ESB have an equal opportunity to participate in the performance of contracts, as well as to foster small business participation in conformance with CFR 49 Part 26.39, ICTC has developed and administers a Small Business program.

Under the Small Business program, ICTC will facilitate participation by Small Businesses in its contracts and agreements through the development of procedures, documents and practices that are "Small Business friendly".

Elements of ICTC's Small Business Program are as follows:

Size Standard

1. Under ICTC's Small Business program, a Small Business is a business that:
 - a. Is organized for profit;
 - b. Has a place of business in the United States;
 - c. Is independently owned and operated
 - d. For its industry, does not exceed the numerical size standard established by the federal Small Business Administration pursuant to 13 Code of Federal Regulations Part 121. For more information on these standards see the following Internet site:
<http://www.sba.gov/content/table-small-business-size-standards>
2. A business shall be presumed to meet the Small Business size standard and be a Small Business if the business comes within one of the following categories:
 - a. Is a participant in federal Small Business Administration programs such as, but not limited to Section 8(a) Business Development, Small Disadvantaged, and HUBZone.
 - b. Is certified by a public agency other than OMWESB and has a size standard that is no greater than the Small Business Administration Size Standard.

To obtain a listing of Small Businesses participating in the U.S. Small Business Administration programs or activities as eligible Small Businesses, contact the SBA's San Diego District Office at 550 West C Street Suite 550, San Diego, CA 92101.

3. If a business does not come within one of the categories set forth in the paragraph immediately above, the business may qualify if it can assure itself and demonstrate to ICTC that the business does in fact meet the applicable Small Business size standard. The business may use tax records, certified annual audit reports of the business, or other documents reasonably related to showing that the business meets the Small Business definition and size standard.

4. Businesses are advised that in proving they meet the size standard for annual gross receipts, the amounts are averaged over the business' latest three (3) completed fiscal years to determine its average annual receipts. If a business has not been in business for three (3) years, the average weekly revenue for the number of weeks it has been in business is multiplied by 52 to determine its average annual receipts. If there are questions or issues about whether a business meets the applicable size standard, ICTC and the business will consult and, to the extent practicable, follow the methodologies established by the federal Small Business Administration in determining whether a business is within or exceeds an applicable size standard.

Facilitation of Contracting Opportunities

In order to facilitate participation by Small Businesses in its contracts and agreements, ICTC will implement "Small Business friendly" strategies in its procurement process. These strategies may include the following, as appropriate, however at the current time, ICTC will not "set-aside" contracts for Small Businesses:

1. On larger contracts, require bidders on the prime contract to specify elements of the contract or specific subcontracts that are of a size Small Businesses can reasonably perform.
2. Require general contractors to provide subcontracting opportunities of a size that Small Businesses can reasonably perform.
3. Identify alternative procurement strategies; structure procurements to facilitate the ability of Small Businesses, or consortia or joint ventures including Small Businesses, to compete for and perform the work.
4. Require general contractors to describe historical usage of Small Businesses.
5. Require contractors to describe strategies for maximizing Small Business usage under the contract, through use of an outreach plan or other appropriate means.

Attachment 11**Imperial County Transportation Commission (ICTC)
DBE Consultative Process**

Consistent with Imperial County Transportation Commission's policy that firms certified as DBE, MBE, WBE and ESB have an equal opportunity to participate in the performance of contracts, as well as to foster awareness and interaction through a public consultative process, ICTC will facilitate participation by interested parties through continuing outreach.

ICTC will also place its DBE program on its website for review by interested parties.