

Appendix A IVT ACCESS Scope of Work

**IVT ACCESS
ADA PARATRANSIT SERVICES
SCOPE OF WORK
FY 2024-2025 through FY 2030-2031**

This Scope of Work describes the tasks and duties to be undertaken by the Imperial County Transportation Commission (ICTC) and by Contractor under contract with ICTC to provide Americans with Disabilities (ADA) Paratransit services throughout Imperial County.

1.0 GENERAL OPERATIONS

- 1.1 The service to be provided under the agreement with ICTC is on behalf of the member agencies of the Imperial County Transportation Commission (ICTC). ICTC has developed and approved ADA service alternatives, operating *windows* and *corridors* and corresponding service hours.
- 1.2 This agreement is for specific paratransit service and implies a complimentary service that operates its services based upon the public fixed route bus schedules. This set, designated pattern and routes of travel, within a designated operating area and with specific hours of operation are called *windows* and *corridors*. There may be fixed route trips or routes that are in a demonstration phase throughout the term of this ADA service agreement. These demonstration routes will not be subject to ADA paratransit service until they are officially made a permanent part of the transit system. The Remote Zones are provided service utilizing fixed route deviation upon request and not subject to this agreement.
- 1.3 The system when viewed in its entirety must achieve a negotiated farebox of 10%.
- 1.4 Fixed-route services and therefore ADA paratransit in the service area is currently scheduled to be operated on varying hours, from Monday through Friday between the hours of 6:00 A.M. through approximately 12:30 AM, Saturday between the hours of 6:00 a.m. through 8:30 P.M. and Sunday between the hours of 7:00 a.m. through 5:00 P.M. Contractor's dispatch offices are therefore expected to be open one hour before and one hour after the hours of operation for the public.
- 1.5 Contractor shall furnish all daily online management, dispatch and operation of paratransit service, as well as, drivers, admin and maintenance vehicles, maintenance and the 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, 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 any 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's management personnel. ICTC will be informed by Contractor of all disputes. 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 of Table of Incentives / Penalites). 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 or pay hours of 10% or greater service is added, any resulting savings and or costs will 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 ADA 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., County's Office of Emergency Services (OES) field site that has assumed responsibility for the evacuation and/or transport of injured and ambulatory wounded and movement of persons to food and shelter facilities.
- 3.3 Contractor will provide a 10 hour community service hour requirement per month. The community service hours "bank" is available on a first come first served basis for

activities that support the mission of IVT. ICTC will manage the use of the “bank” for unique community services i.e. senior appreciation day in Brawley, or homeless task force event in Calexico etc.

- 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 fixed route service area is designated into service zones entitled the Primary, Secondary and Remote Zones. The Primary Zone is on a north/ south axis with the cities of Brawley, Imperial, El Centro and Calexico and corresponding area of ICTC in between. The two Secondary Zones are: (1) The cities of Calipatria and Westmorland and the community of Niland, and (2). The City of Holtville and the community of Seeley, with corresponding parts of County in between. There are four (4) Remote Zones: 1. Winterhaven, 2. Bombay Beach and East Shores Communities (3) the Salton City and the West Shores Communities and (4) the community of Ocotillo.

For planning purposes there are two Travel Corridors and three Zones; the North-South Corridor which is a north and south axis, and the East-West Corridor on an east-west axis. Service is provided six days a week in the Primary and Secondary Zones. Service is provided once a week of a lifeline nature in the Remote Zones.

ADA Paratransit service is provided in the Primary and Secondary service areas. ADA Paratransit service is not provided in the Remote Zones.

4.1 SERVICE HOURS: Subsidized service is to be provided daily, Monday through Sunday.

FY 2024-25

ESTIMATED SERVICE HOUR ALLOCATION TABLE

Monday through Friday	6:00 AM to 12:30 AM = approximate 55 service hours/day/eight buses
Saturday	6:00 AM to 8:30 PM = approximate 13 service hours/day/two buses
Sunday	7:00 AM to 5:00 PM = approximate 10 service hours/day/one bus
Total Annual Weekdays	252 weekdays
Total Annual Saturdays	52
Total Annual Sundays	52
Estimated Annual Hours	14,000 (adjustments will be made to eliminate denials, if any, after changes to the fixed route service schedule are implemented, per the SRTP)

SERVICE MILES

Estimated Annual Mileage = 300,000 miles

FY 2025-26

ESTIMATED SERVICE HOUR ALLOCATION TABLE

Monday through Friday	6:00 AM to 12:30 AM = approximate 55 service hours/day/eight buses
Saturday	6:00 AM to 8:30 PM = approximate 13 service hours/day/two buses
Sunday	7:00 AM to 5:00 PM = approximate 10 service hours/day/one bus
Total Annual Weekdays	252 weekdays
Total Annual Saturdays	52
Total Annual Sundays	52
Estimated Annual Hours	14,000 (adjustments will be made to eliminate denials, if any, after changes to the fixed route service schedule are implemented, per the SRTP)

SERVICE MILES

Estimated Annual Mileage = 300,000 miles

FY 2026-27

ESTIMATED SERVICE HOUR ALLOCATION TABLE

Monday through Friday	6:00 AM to 12:30 AM = approximate 55 service hours/day/eight buses
Saturday	6:00 AM to 8:30 PM = approximate 13 service hours/day/two buses
Sunday	7:00 AM to 5:00 PM = approximate 10 service hours/day/ one bus
Total Annual Weekdays	252 weekdays
Total Annual Saturdays	52
Total Annual Sundays	52
Estimated Annual Hours	14,000 (adjustments will be made to eliminate denials, if any, after changes to the fixed route service schedule are implemented, per the SRTP)

SERVICE MILES

Estimated Annual Mileage = 300,000 miles

FY 2027-28

ESTIMATED SERVICE HOUR ALLOCATION TABLE

Monday through Friday	6:00 AM to 12:30 AM = approximate 55 service hours/day/eight buses
Saturday	6:00 AM to 8:30 PM = approximate 13 service hours/day/two buses
Sunday	7:00 AM to 5:00 PM = approximate 10 service hours/day/one bus
Total Annual Weekdays	252 weekdays
Total Annual Saturdays	52
Total Annual Sundays	52
Estimated Annual Hours	14,000 (adjustments will be made to eliminate denials, if any, after changes to the fixed route service schedule are implemented, per the SRTP)

SERVICE MILES

Estimated Annual Mileage = 300,000 miles

FY 2028-29

ESTIMATED SERVICE HOUR ALLOCATION TABLE

Monday through Friday	6:00 AM to 12:30 AM = approximate 55 service hours/day/eight buses
Saturday	6:00 AM to 8:30 PM = approximate 13 service hours/day/two buses
Sunday	7:00 AM to 5:00 PM = approximate 10 service hours/day/one bus
Total Annual Weekdays	252 weekdays
Total Annual Saturdays	52
Total Annual Sundays	52
Estimated Annual Hours	14,000 (adjustments will be made to eliminate denials, if any, after changes to the fixed route service schedule are implemented, per the SRTP)

SERVICE MILES

Estimated Annual Mileage = 300,000 miles

FY 2029-30

ESTIMATED SERVICE HOUR ALLOCATION TABLE

Monday through Friday	6:00 AM to 12:30 AM = approximate 55 service hours/day/eight buses
Saturday	6:00 AM to 8:30 PM = approximate 13 service hours/day/two buses
Sunday	7:00 AM to 5:00 PM = approximate 10 service hours/day/one bus
Total Annual Weekdays	252 weekdays
Total Annual Saturdays	52
Total Annual Sundays	52
Estimated Annual Hours	14,000 (adjustments will be made to eliminate denials, if any, after changes to the fixed route service schedule are implemented, per the SRTP)

SERVICE MILES

Estimated Annual Mileage = 300,000 miles

FY 2030-31

ESTIMATED SERVICE HOUR ALLOCATION TABLE

Monday through Friday	6:00 AM to 12:30 AM = approximate 55 service hours/day/eight buses
Saturday	6:00 AM to 8:30 PM = approximate 13 service hours/day/two buses
Sunday	7:00 AM to 5:00 PM = approximate 10 service hours/day/one bus
Total Annual Weekdays	252 weekdays
Total Annual Saturdays	52
Total Annual Sundays	52
Estimated Annual Hours	14,000 (adjustments will be made to eliminate denials, if any, after changes to the fixed route service schedule are implemented, per the SRTP)

SERVICE MILES

Estimated Annual Mileage = 300,000 miles

4.2 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.

4.3 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 and Christmas.

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. Contractor will reimburse ICTC with any savings in fuel cost. Contractor will work with ICTC to utilize the most cost effective fuel possible. Should the Contractor fail in its attempts to use the most cost effective fuel possible, Contractor will bear the excess costs.
 - 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.

6.0 INSTALLED FAREBOX

6.1 Collection of Farebox Revenue

Fareboxes are required. Vehicle operators will not make change for passengers.

6.2 Fare Collection

Contractor's vehicle operators 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 transit services. Contractor shall account for it in its report of revenue collected.

6.4 Prepaid Fare Revenue

Contractor shall 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 General Approval

Not later than thirty (30) days after the execution of this agreement and ninety (90) days prior to the end of the fiscal year thereafter, Contractor shall deliver a marketing plan for ICTC's final approval. The marketing plan shall indicate all proposed activities with a corresponding budget of 5% of the total cost of the service for the fiscal year.

Contractor shall be responsible for development and preparation, subject to the approval of ICTC, of all marketing materials for the fixed-route services. Contractor will coordinate the placement, scheduling and distribution of all advertising and promotional materials designed to inform patrons of ICTC services and to promote ridership.

In addition, Contractor will coordinate the creation of a professionally designed website. This website will not be listed on the operator's corporate website but be hosted separately under the domain name of the service. The website design process and artistic attributes will be subject to the approval of the ICTC. The purpose of the website is to provide information regarding the transit services and customer service related items.

Contractor is not precluded from subcontracting the development and implementation of marketing services and the web design and hosting services to a qualified marketing firm or agency. The Contractor shall use a competitive process to solicit the services and will utilize reasonable efforts to obtain proposals from qualified DBE firms.

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 of Supervisors 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 at least two (2) numbers. One phone number shall be toll-free. Contractor shall provide bi-lingual 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 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 ICTC.

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 Bilingual Capability

During system operating hours, Contractor shall provide bilingual (Spanish and English speaking) dispatchers or information operators who are knowledgeable of schedules, routes, windows corridors, and 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.

10.0 COORDINATION

10.1 Consultation

As an expert in the field of public paratransit, 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 ICTC and will make recommendations as to changes 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 a Dial-A- Ride 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 and approval of the person serving as the General Manager and Operations Manager. In the event that this position 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 ADA paratransit operation as having priority over any other local 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 Annex E

12.3 Annual Reports

Contractor will report the summarized information on an annual basis in the format as described in Annex 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, State, or Federal authorities. These reports will include but not be limited to all required California Air Resource Board Requirements, California's Transportation Development Act, 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 California Highway Patrol (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. Contractor should set standards by which vehicles are maintained to ensure vehicles are maintained properly, efficiently and with care.

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, exceptions 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 industry and manufacturer standards and policies, and FCC procedures for radio use.
- 13.3 Any vehicles made available for use for ADA paratransit services shall not be used for any other purpose without specific written approval from ICTC.
- 13.4. All wheelchair lift-related equipment shall be inspected, serviced and lubricated at intervals necessary to insure 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 maintenance 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 during 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 good 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. A quarterly deep clean will be performed on all vehicles. Deep cleaning shall include exterior, interior with floors, seatbelts, upholstery areas, hand bars and other passenger access areas.
- 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 lighted parking areas, 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, and professional working environment which is in compliance with Federal, State and local regulations.
- 14.3 Services will be operated primarily, but not exclusively on an **inter-city** 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 centrally locate facilities so as to be able to bring a back up vehicle into service within 20 minutes from the location.
- 14.5 The facilities are not expected to serve the walk-in passenger but provide a centralized site for operations and a distribution point for information and brochures.

15.0 Vehicles

- 15.1 ICTC shall provide revenue service hour vehicles. Contractor shall supply all non-revenue vehicles for the services.
- 15.2 Contractor must maintain adequate air conditioning and passenger comfort on board at all times particularly during extreme high air temperatures.
- 15.3 ICTC may inspect a vehicle on- or off-route and pull a vehicle out of service at any time due to safety violations, lack of air conditioning, lack of functional wheelchair lifts or other condition that impacts the health and welfare of passengers.
- 15.4 Vehicles must meet the requirements of the Americans with Disabilities Act.
- 15.5 Vehicles must meet the California Air Resources Board emission reduction requirements. Contractors are expected to be familiar with the requirements of the Urban Bus or Transit Fleet rules and regulations.

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 staff on a frequent basis. The Contractor's staffing is considered to be essential to the work being performed under this agreement. Contractor is required to maintain the staffing level included in the final proposal unless approved in advance by ICTC. Contractor is required to provide a replacement for these positions within thirty (30) days.
- 16.3 Contractor shall supervise and train all drivers to ensure 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 a personnel organizational chart prior to start-up. After startup, Contractor shall maintain this and shall provide an updated list quarterly.
- 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 panel work; 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 transit 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 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 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 ensure all drivers obtain an appropriate classification 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. 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 programs.

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 employees or drivers to bear weapons of any type while operating a vehicle or performing other duties under the terms of this contract.

21.0 Employee Work Rules

Contractor shall enforce the following employee rules:

21.1 Uniforms:

- 22.1.1. Must be worn at all times when on duty.
- 22.1.2. Shall be clean and presentable at all times.
- 22.1.3. Uniforms designs, colors and ID tags subject to ICTC approval.

21.2. Gratuities:

- 22.2.1. Shall NOT be accepted.
- 22.2.2. 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:

- 22.3.1. Supervisory, customer contact personnel and drivers shall have a thorough knowledge of all ICTC transit services and service areas.
- 22.3.2. Supervisory, customer contact personnel and drivers shall also have a basic knowledge of potential transfer locations for all transit services and ICTC routes and 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 ACCESS Performance Standards

**IVT ACCESS
Performance Standards**

	FY 2023-24 performance for baseline	FY 2024-25 Year 1	FY 2025-26 Year 2	FY 2026-27 Year 3	FY 2027-28 Year 4	FY 2028-29 Year 5	FY 2029-30 Option Year 6	FY 2030-31 Option Year 7	TOTAL
total fixed costs									\$ -
total cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
less 10% fares	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
total subsidy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
revenue hours estimate	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	70,000
passenger estimate	30,400	30,400	30,704	31,011	31,321	31,634	31,951	32,270	155,706
service days	355	355	355	355	355	355	355	355	1,775
mileage estimate	282,743	282,743	282,743	282,743	282,743	282,743	282,743	282,743	1,413,715
pass/hour	2.2	2.2	2.2	2.2	2.2	2.3	2.3	2.3	
pass/day	85.6	85.6	86.5	87.4	88.2	89.1	90.0	90.9	
pass/mile	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	
cost/pass	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
sub/pass	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
cost/mile	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
cost/hour	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
farebox ratio	10%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
fte				X.X					
variable cost/hour	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	

Note 1: The current service is operated by a for profit provider with 8 revenue service hour, 1 admin and 2 spare vehicles owned by ICTC

Note 2: The fare box ratio is 10%

Note 3: Cost data to be added upon award of contact

Appendix A - 2 IVT ACCESS Fleet

IVT ACCESS Fleet (2023)

Vehicle #	Description	Eng Year	V.I.N.	License Plate	Seats + Driver	Seating Material	WC #	WC	Fuel	Standing Cap	Seatbelts	Bus Width Ft	Bus Length Ft	Bike Rack	Sec Cameras
1300	2016 Ford E-450 STARCRAFT	2016	1FDFE4FS3GDC45453	1474457	17	Leather	4	Lift	Gasoline	10	Yes	8	23	0	Yes
1301	2016 Ford E-450 STARCRAFT	2016	1FDFE4FS6GDC45458	1396357	17	Leather	4	Lift	Gasoline	10	Yes	8	23	0	Yes
1302	2016 Ford E-450 STARCRAFT	2016	1FDFE4FS1GDC46436	1396361	17	Leather	4	Lift	Gasoline	10	Yes	8	23	0	Yes
1303	2016 Ford E-450 STARCRAFT	2016	1FDFE4FS6GDC46433	1396360	17	Leather	4	Lift	Gasoline	10	Yes	8	23	0	Yes
1304	2016 Ford E-450 STARCRAFT	2016	1FDFE4FS5GDC46438	1396362	17	Leather	4	Lift	Gasoline	10	Yes	8	23	0	Yes
1305	2016 Ford E-450 STARCRAFT	2016	1FDFE4FS4GDC45457	1396359	17	Leather	4	Lift	Gasoline	10	Yes	8	23	0	Yes
1306	2016 Ford E-450 STARCRAFT	2016	1FDFE4FS8GDC46434	1396363	17	Leather	4	Lift	Gasoline	10	Yes	8	23	0	Yes
1307	2016 Ford E-450 STARCRAFT	2016	1FDFE4FS3GDC46440	1396296	17	Leather	4	Lift	Gasoline	10	Yes	8	23	0	Yes
1308	2016 Ford E-450 STARCRAFT	2016	1FDFE4FS3GDC46437	1474456	17	Leather	4	Lift	Gasoline	10	Yes	8	23	0	Yes
1309	2016 Ford E-450 STARCRAFT	2016	1FDFE4FS2GDC45456	1396297	17	Leather	4	Lift	Gasoline	10	Yes	8	23	0	Yes
1310	2016 Ford E-450 STARCRAFT	2016	1FDFE4FSXGDC46435	1396358	17	Leather	4	Lift	Gasoline	10	Yes	8	23	0	Yes
TBD	Ford Transit Works Van	2018	1FDFE4FSXGDC46435	1559416	6	Leather	2	Lift	Gasoline	0	Yes			0	Yes
S5	IVT Access MV1	2017	57WMD2C62GM100102	1525375	5	Leather	2	Ramp	Gasoline	0	Yes	6.6	17.1	0	No

Appendix A - 3 IVT ACCESS Table of Incentives or Penalties

Appendix A-3

Table of Incentives/Penalties - ADA paratransit - 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 as necessary, to ensure that the performance required in the contract is delivered.

In the event penalties are imposed by ICTC, then the Provider may have the opportunity to appeal, at the discretion of ICTC, any sums assessed against it as penalties 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 penalty 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 penalties as compensation for the Provider's failure to perform, nor the imposition or assessment of any penalties, 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	Incentives / Penalties	Monitor
1	Arriving Ahead of Scheduled Pick Up Time	Pickup must not occur more than 15 minutes prior to the scheduled pick up time	\$100 per incident	ICTC observations/ verified passenger complaints
2	Late arrival to Scheduled Pick Up Time	Pickup must not occur more than 15 minutes after the scheduled pick up time	\$100 per incident	ICTC observations/ verified passenger complaints

3	Incomplete trip	No unauthorized departure by a bus more than thirty (30) minutes from its scheduled departure time.	\$100 per incident	ICTC observations/ verified passenger complaints
4	Missed trip	Failure to operate any scheduled trip without authorization	\$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 thirty (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	<p>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</p>	<p>Average of 10,000 miles between road calls for entire service</p>	<p>Performance below 10,000 miles - Average miles per road call - \$1,000 for 0 - 2,500 miles; \$750 for 2,501 - 5,000 miles; \$500 for 5,001 - 7,500 miles; \$250 7,501 - 10,000 miles; no damages incurred if value exceeds 10,000 avg miles per road call</p>
22	<p>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.</p>	<p>Average of 25,000 miles between accidents</p>	<p>Performance below 20,000 miles - Average miles per accident - \$2,000 for 0 - 5,000 miles; \$1,600 for 5,001 - 10,000 miles; \$1,200 for 10,001 - 15,000 miles; \$800 15,001 - 20,000 miles; \$400 for 20,001 - 25,000 miles; no damages incurred if value exceeds 25,000 avg miles per accident</p>
23	<p>Safety Inspection Report - CHP</p>	<p>Failure to achieve a satisfactory rating in any category of the annual CHP Safety Compliance Report</p>	<p>\$500.00 per infraction and possible termination of contract ICTC observations / CHP reports</p>
24	<p>Compliance with DOT/FTA Drug and Alcohol Policy and Program Review</p>	<p>Failure to achieve a compliance in a review of the annual D & A Audit/Compliance Report</p>	<p>\$500.00 per infraction and possible termination of contract ICTC observations / reports</p>

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
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