

## **SCOPE OF WORK**

The scope of work defines the responsibilities and expectations of the contractor as outlined below:

- A. Purpose of RFP
  - i. This Contract is referred to as a “broker service model” because the Contractor manages, plans, schedules, and dispatches the work to a network of subcontract - Providers. The Contractor shall at all times be responsible for all services required under this Contract, including those services subcontracted to Providers.
  - ii. Access is seeking a contract with a Contractor that shall be directly responsible for reservations, scheduling, and dispatching functions. The Contractor shall contract with and oversee service providers. The Contractor shall be the only entity with the ability to contract any of the daily operations under this contract. Each Provider shall be responsible for their contracted fleet operations, including driver monitoring and vehicle inspections. In addition, the Provider(s) shall be responsible for ensuring that all vehicles meet the standards outlined and preventative maintenance is kept current with the Contractor.
  - iii. Access Services will evaluate proposals based upon qualifications and availability of proposed staff, qualified resources, quality of technical approach, cost/price proposal, brokerage operating experience, quality of the transition plan and employee pay/benefits.
  - iv. Proposals will identify a Firm Fixed Monthly Fee, variable Fixed Rate per Trip, and a variable Fixed Rate per Hour that will be used to evaluate the proposals.
  - v. The term under this RFP shall be five (5) year base term with four (4) one (1) year renewal options at Access’ complete discretion. After completion of the base contract term, and each subsequent year thereafter, the Contractor or Access may request an adjustment in the variable and/or fixed rates based on possible changes in operating costs. Total adjustments will in no case exceed the year over year change in the U.S. Department of Commerce, Bureau of Labor Statistics Consumer Price Index-Urban for Metropolitan Los Angeles County. The permissible maximum increase will be calculated based upon the average of the change for the three months immediately preceding the month in which the negotiations for a rate increase are completed. (For example, if negotiations for a given option year are conducted in May and the average year over year change for the months of

February, March and April is 1.8%, then the increase in the cost of performing service under new fixed and/or variable rates cannot exceed 1.8%, where the number of trips is held constant.) Access will stipulate the base cost per gallon for fuel. That price will be used to make any adjustments as needed for Access provided vehicles only. The fuel adjustment will be calculated as stated per Attachment A.

- vi. Access anticipates that the Board will consider the award of a contract at its August 2019 Board meeting, for a phased in start-up beginning on February 3, 2020, with full implementation by March 30, 2020.

## B. Background

### i. ADA

- (1) The Americans with Disabilities Act of 1990 (ADA) guarantees equal opportunity for individuals with disabilities in employment, public accommodations, transportation, state and a local government services and telecommunications. The transportation provisions of the ADA are focused on acquisition of sufficient accessible vehicles by public and private entities, requirements for complementary Paratransit service by public entities operating a fixed-route system and provision of nondiscriminatory accessible transportation service.
- (2) The ADA mandates that each public entity operating a fixed-route system (a system that picks up and drops off passengers on a regularly published schedule) is to provide or ensure paratransit service is provided, such as a dial-a-ride type service, to individuals with disabilities who are unable to use the fixed-route service. The paratransit service must be comparable to the level of service provided to individuals without disabilities who use the fixed-route system. The paratransit service is intended to complement the fixed-route system in terms of area served and time of service. It is to service strictly defined categories of individuals with disabilities.
- (3) The ADA requires each public entity to establish a certification process for determining ADA Paratransit eligibility. The eligibility criteria are designed to limit ADA Paratransit eligibility only to those individuals whose disabilities prevent them from using a fixed-route system for some or all of their trips.
- (4) Access Services is a public entity formed by the regional transportation planning authority for Los Angeles County as a non-profit public benefit corporation, designated as the consolidated transportation services agency

for the county under Government Code §15975, and charged with administering a countywide coordinated paratransit plan adopted pursuant to Section 37.141 of Chapter 49 of the Code of Federal Regulations and, pursuant to Government Code 15975(b), a public agency within the meaning of Government Code §811.2, it is entitled, among other things, to the immunities set forth in Government Code §§ 815.6, 818 and 818.6. Complementary ADA paratransit service is federally mandated under 42 U.S.C. 12143. Access is provided under the Los Angeles County Coordinated Paratransit Plan first approved by the Federal Transit Administration (“FTA”) and the Fixed Route Operators in 1992, and amended from time to time since then. The Access service area extends for more than 1,900 square miles. Access provides more than 12,000 trips per day on an average weekday and has more than 151,000 customers (persons with disabilities) that are certified to use the service.

- (5) The mission statement of Access is as follows: Access Services promotes access to all modes of transportation and provides quality and safe ADA paratransit service on behalf of public transit agencies in Los Angeles County.
- (6) Access’ funding sources are the local Proposition C sales tax, Federal Transit Administration Section 5310 (a) (1) and 5310 (a) (2) grants, Measure M, New Freedom 5317 and Job Access Reverse Commute (JARC), passenger fares and other associated sources.
- (7) For purposes of the proposed Contract, Access is a public entity within the meaning of Government Code § 811.2 and entitled to the immunities provided by Government Code for public entities including, without limitation, those of Government Code §§ 818 and 818.8. Contractor agrees that all material changes in the proposed Contract if entered into may only be made by a formal written amendment signed by both parties having authority to do so and no officer or employee of Access has the right or authority to waive or otherwise change this requirement expressly or by implication. The Contractor will not seek to legally rely on any statement made by any officer or employee of Access that in any way contravenes the express written terms and conditions of the proposed Contract.

ii. Access

- (1) Access is the ADA Complementary Paratransit service for individuals with functional disabilities in Los Angeles County.

- (2) Access transportation service is available for any ADA Paratransit-eligible individual to any location within  $\frac{3}{4}$  of a mile of any fixed-route local bus operated by the Los Angeles County public fixed-route bus operators and within  $\frac{3}{4}$  of a mile around Metro Rail stations during the hours that the systems are operational. Following these boundaries results in a 1,900 square mile service area that encompasses 97% of the urbanized areas of Los Angeles County. The service area is divided into six service areas (see Attachment D) and extends into portions of the surrounding counties of San Bernardino, Orange, and Ventura that are served by Los Angeles County bus lines.
- (3) Access service is contracted in a manner that promotes the efficient use of resources and reduces the overall program cost. Access service is provided using a combination of accessible vans and small buses depending upon trip demand and the need for a lift or ramp-equipped vehicle. All Access owned vehicles are identified with Access logos and must be operated by contractor(s) or subcontractor(s) employee drivers at all times. The Contractor shall provide additional vehicles to handle peak periods and growth in demand. Additional vehicles may consist of taxis, community resources, local service providers, Microtransit services, and Transportation Network Companies (TNC). Contractor or subcontractor vehicles do not need to be dedicated to Access nor do they require employee drivers. (Independent contractor drivers are permitted in contractor or subcontractor provided vehicles as long as they have been certified to drive for Access). All contractor or subcontractor-provided vehicles used for Access service are subject to Access approval and they must successfully pass the Access vehicle certification process before providing revenue service.
- (4) Eligibility Transportation Service
  - (a) In order for an individual to become eligible for Access Paratransit they must meet the federal eligibility criteria outlined in Title II of the Americans with Disabilities Act (ADA) regulations. Access Services requires that each applicant complete an in-person evaluation to make this determination.
  - (b) Access Services utilizes an in-person evaluation process to uniformly and individually evaluate all applicants for our services to ensure the rider meets the ADA regulatory guidelines. In addition, all Access Services riders will be subject to periodic recertification evaluations.
  - (c) The Contractor is responsible for providing the scheduling and

transportation to and from the Eligibility Determination Services locations for the entire Los Angeles County service area.

(5) Parents with Disabilities Service

- (a) In 2013, Access launched the Parents with Disabilities Pilot Program (hereinafter referred to as the PWD program). The purpose of the program was to provide a modification of traditional paratransit services for Access-eligible customers who needed additional assistance due to child-care transportation demands.
- (b) Travelling on paratransit presents issues that are uniquely burdensome to parents and guardians with disabilities beyond those experienced by non-parent riders, such as coordinating trips for themselves and their children to multiple destinations. This pilot program is intended to address some of these challenges faced by parents with disabilities.
- (c) Access is interested in continuing its PWD program for Access eligible customers who also have child-care needs (parents and guardians). Access is also interested in extending the benefits of this program to regions outside of the San Fernando Valley (Northern) region, where the service has operated exclusively since 2013.
- (d) Service Hours: PWD program vehicle operations are provided from 6:00 a.m. to 9:00 p.m., seven days a week within the service area. Regular Access Service for Next Day service and Standing Order transport is offered from 4:00 am to 12:00 am.
- (e) Same Day reservations will be available only from the hours of 9:00 a.m. to 7:00 p.m.
- (f) Customer Trip Eligibility for the Program: Once Access has provided the Contractor with the list of eligible customers for this program, the contractor may provide the PWD transportation with features listed above to these customers. A PWD program trip is supposed to be for the benefit of a parent's child-care needs. A trip is "Not Eligible" if it is for the parent's benefit only, and would be better served by Access regular service. Access asks that a contractor provide a trip requested by a PWD customer, but if the trip seems to be "not eligible" as one not meeting a parent's child-care needs, Access ask that the contractor make contact with Access, so that Access staff can inform the customer that they traveled outside of the rules of the PWD program purpose.
- (g) Registered and Eligible Customers for this Program: Access Services will

provide a list of customers that are registered and eligible for this program to the contractor on a weekly basis. The contractor has no responsibility for the general determination of eligibility.

- (6) The Contractor may subcontract with other transportation Contractors, but the Contractor is responsible for all of the actions of its subcontractors and all such subcontracts must be reviewed and approved in advance by Access. The Contractor must ensure that all trips are provided within the parameters of the Contract and that riders are eligible for particular trips. Additionally, the Contractor must ensure that trips are provided in a timely, safe manner and that trip and performance data are accurate and submitted to Access as required by Contract.
- (7) The Contractor must be familiar with and enforce Access policies and procedures. The Contractor must understand that from time to time Access may amend and change its policies and procedures and agrees that unless such change in its policies and procedures results in a material change in the contract, no financial relief under the contract will be provided.

iii. Service Dates

- (1) The implementation of full service will be completed by March 30, 2020.
  - (a) With written approval of Access, this date may be extended only to ensure acceptable service can be achieved.

iv. Service Parameters

- (1) The two tables below outline the estimated service levels for the first year of service for eligibility transportation service, and Parents with Disabilities Program Trips.

<b>Certification Trips</b>		<b>Parents with Disabilities Program Trips</b>	
Estimated Weekday Trips	TBD	Estimated Weekday Trips	TBD
Estimated Weekend Trips	0	Estimated Weekend Trips	TBD
Estimated Annual Trips	TBD	Estimated Annual Trips	TBD
Estimated Annual Growth Rate	TBD	Estimated Annual Growth Rate	TBD
Annual Revenue Hours	TBD		
Annual Deadhead %	TBD		

- (2) The estimated annual contract miles and estimated annual revenue hours are separate totals and should not be taken together. Each number reflects the total estimated revenue miles or revenue hours for the year.
- (3) ACCESS SERVICES RESERVES THE RIGHT TO INCREASE OR DECREASE REVENUE VEHICLE TRIPS BY UP TO TWENTY PERCENT (20%) WITHOUT ANY CHANGE IN COMPENSATION RATES AGREED TO BE PAID TO THE CONTRACTOR. If the number of trips decreases in excess of 20% of the estimated number set forth above, or if the number of trips increases over 20% from that estimated above after adjustment for the amount of the monthly estimated growth rate above, either the contractor or Access can request a re-negotiation of the proposed rates. If the contractor is entitled to and desires to negotiate rates and mutually agreeable terms cannot be reached, Access will release the contractor from this agreement within 60 days of such a determination.

- (4) The estimated annual revenue vehicle miles/hours are estimates only, as is the estimated weekday trips and estimated annual growth rate. Access does not guarantee that trips, growth rate, or vehicle miles will surpass or even equal the estimated amounts specified above, as such, the estimated amounts are not a guarantee, commitment, or a promise that in the future Access will guarantee any minimum quantity of services.



### C. Tasks

The Contractor is responsible for the effective completion of the following tasks as more particularly described herein:

Task 1 - Transition of Service

Task 2 - Acquire/Provide Personnel

Task 3 - Provide Training

Task 4 - Acquire/Provide Vehicles

Task 5 - Acquire/Provide and Maintain Facility

Task 6 - Provide Reservations, Scheduling, and Dispatching of Eligibility Transportation Trips

Task 7 - Provide Reservations, Scheduling, and Dispatching of Parents with Disabilities (PWD) Trips

Task 8 - Information Systems and Data Requirements

Task 9 - Provide Vehicle Maintenance

Task 10 - Maintain, Prepare and Submit Records and Reports

Task 11 - Provide Customer Service

Task 12 - Attain Performance Standards

## **Task 1 Transition of Service**

I. The Contractor is responsible for the effective completion of the following tasks as more particularly described herein:

- A. The following tasks must be completed during the transition period by the date specified. The Contractor will need to provide adequate documentation to ensure compliance. If these tasks are not completed on time, the startup period may be extended in order to ensure adequate completion.
- B. Key personnel in place and dedicated to the Access contract no later than ninety (90) days prior to implementation date.
- C. A detailed transition plan must include, but is not limited to:
  - i. Contracting/Hiring and training schedules for drivers, call takers and dispatchers
  - ii. Key dates and approach for service implementation during the transition period.
- D. Possible approaches, but not limited to:
  - i. Turn-key implementation date (i.e. on specific date all service responsibility is transferred to new contractor).
  - ii. Phase in implementation (i.e. service responsibility is transferred incrementally based on a proposed plan).

II. Transition policy at the termination of this agreement

- A. It is understood that the services to be performed under the proposed contract involve an essential and federally mandated public function required of all public entities which provide non-commuter fixed route service. Complementary ADA Paratransit services are provided to qualified individuals with disabilities who cannot ride an accessible fixed route system. Failure to provide the service as required by 42 U.S.C. §12143 and the applicable regulations contained in 49 C.F.R. Part 37, is a violation of both federal and state civil rights of the riders. Thus performance to the level required by the proposed contract and applicable law is critical and time is of the essence.
- B. At the eventual termination of the agreement, the Contractor will facilitate the transition of staff that chooses to seek employment with the new contractor. Cooperation in furnishing drivers and/or the new Contractor with copies of driver training records will be a requirement of this prospective agreement. These requirements are to ensure a smooth transition of service and to eliminate possible service disruption.
- C. A transition period is defined as the 60-90 day period of time prior to the contract expiration date. The Contractor will participate in the coordinated transition of service to a new contractor in such a manner as to ensure the transition results in minimum service disruption. Difficulties in providing the service experienced by the Contractor that are the natural result of the imminent expiration of the term of the contract will not

be deemed an excuse from relief of liquidated damages from otherwise fulfilling the tasks described in this Scope of Work.

- D. During the transition phase, Access staff will conduct several meetings with the incumbent and new contractor to discuss specific operations issues, records and vehicle transition events and the period in which they must occur. As requested by Access, the incumbent must make pertinent records accessible to both Access and the new contractor within three (3) days of Access' request.
- E. Access-owned vehicles will be subject to a transition inspection and acceptance upon transition to the new contractor in accordance with vehicle maintenance standards. The incumbent Contractor will make all Access vehicles available to Access, at its request, by the first day following the day of termination.
- F. Access will approve a transition timeline detailing the due dates for critical tasks to be accomplished. Check points and stop points will be built into this timeline. If, at any time during the transition phase critical tasks are not completed by the assigned due date, a halt to the transition plan may be declared until the deficiency is corrected

## Task 2 - Acquire/Provide Personnel

### I. Contractor Responsibility

- A. Any reference to personnel used in this Scope of Work or Contract shall mean all persons performing work for or supporting this Contract as employees, contractors or volunteers of the Contractor, Providers or other subcontractors at any tier.
- B. Contractor agrees that at all times it will employ, maintain, and assign a sufficient number of competent and qualified personnel to meet the requirements of the services under this agreement. Contractor warrants and represents to Access that Contractor's personnel and subcontractors have the proper skill, training, background, knowledge, experience, character, and licenses necessary to perform all services under this agreement.
- C. Contractor acknowledges and agrees that Contractor and Access are not joint employers of Contractor's employees or independent contractors. Contractor affirms and represents that Access has no power or authority to hire and/or terminate Contractor's employees; that Access has no power or authority to discipline or promote Contractor's employees; that Access has no day-to-day authority over employment decisions relating to Contractor's employees; that Contractor owns and/or controls all equipment and materials necessary for Contractor's employees to perform essential functions of their employment; that Contractor exclusively maintains all employment and personnel records for its employees; that Access has no supervision or control over Contractor's employee work schedules or conditions of employment; and that Contractor is the exclusive decision maker of Contractor's methods and rates of payment to its employees.
- D. The Contractor will provide all personnel, subcontractors, supplies, and services needed to successfully manage the Access Contract requirements. The staff will include, but not be limited to, a General Manager, Call Center Manager, and other staff as deemed necessary to support this contract. It is up to the proposer to determine how many FTEs are needed to fulfill the above duties.
- E. The Contractor will comply with all federal, state and local employment regulations including, but not limited to, employer's liability, workers' compensation (for employees), unemployment insurance, payroll taxes, social security, and any other mandated or optional employee benefits.
- F. The Contractor will comply with safety requirements promulgated by the Federal Transit Administration and/or the U.S. Department of Transportation.
- G. The Contractor will be solely responsible for payment of all the Contractor employees' wages and benefits. The Contractor will be solely responsible for the payment and

actions of any and all subcontractors and subcontractors' employees when performing duties for Access.

- H. The Contractor will obtain and provide all required state and local permits, and ensure that all drivers are properly documented and licensed for the service that they are providing.
- I. All personnel, whether employee or contracted, that are assigned to this project will be knowledgeable about the project and the ADA. In addition, all personnel must maintain a professional and courteous behavior toward all passengers and individuals transported for Access.
- J. Access may require, at Access' sole discretion, that any Contractor personnel, whether employee or contracted, be removed from performance of services under this contract for excessive complaints, rudeness, unsafe actions or other inappropriate behavior. The right of such removal shall not be deemed a right of termination nor shall it imply and employer-employee relationship between Access and any such person and Contractor is free to use such removed person in any other contracts it may have.
  - (1) Access has adopted a zero tolerance with respect to any personnel utilizing a mobile device while operating a vehicle. Access may request that any personnel found in violation of this policy to be immediately and permanently removed from providing services under this contract.
- K. A sufficient number of personnel who answer customer calls will be bilingual in both English and Spanish, at all times. Access provides a language interpretation service for all languages other than Spanish. Spanish translation services will be billed back to the Contractor if used through the aforementioned language interpretation service.
- L. The Contractor will adhere to all policies and regulations as defined and communicated to the Contractor from Access regarding Access.
- M. Access retains the right to review the personnel policies and lists of personnel assigned to the Access Contract at any time upon 24 hours notice.
- N. All of the Contractor's Key Personnel shall be 100 percent dedicated to providing services for Access under this Contract unless Access provides prior written Approval for a lesser time dedication. None of these Key Personnel positions can be combined without the prior written Approval of Access. If Access approves a variance to the time dedication level of any Key Personnel or a consolidation of any Key Personnel positions, Access reserves the right to make appropriate adjustments to the Contractor's Fixed Monthly Fee, and reserves the right to reverse or modify any such Approval at any time.
- O. The Contractor shall not, without prior written notice to and prior written approval by Access, remove or reassign any Key Personnel identified in its proposal, or appoint any

new individual to any Key Personnel position (whether in an acting or permanent capacity), at any time during the Contract Term: provided that the Contractor may, following written notice and explanation to Access, remove any such individual for misconduct or cause pursuant to the Contractor's established personnel policies.

- P. If the Contractor fails to provide the required Key Personnel, or removes Key Personnel without Access' prior written approval, Access may make appropriate adjustments in the Contractor's Fixed Monthly Fee until the position is filled.
- Q. While several evaluative factors will be utilized by Access in the selection of a contractor for this service, a key issue will be the adequacy of the proposed employee pay and benefit structure. Access seeks to promote a skilled, stable, and diligent workforce among its service contractors in order to ensure that superior service is provided to Access customers. Access places significant weight upon the ability of a contractor to recruit and retain high-quality, qualified employees for this project. From time to time, significant service delivery problems have occurred with Access contracted service, at least partially due to unusually high employee turnover or due to the inadequate quality of service rendered by selected employees in certain positions.
- R. The Contractor will hire and train reservationists and dispatchers to schedule, route, and dispatch all services under this contract.
- S. Those proposals that contemplate the use of independent contractors as opposed to direct employees of Contractor to provide any part of the service must, to be considered, provide proof of a written contractual right in favor of the Proposer (with third party beneficiary status as to that right in favor of Access) as to each such independent contractor giving the Proposer (and Access Services as third party beneficiary) the right to legally compel that the service to be provided by such independent contractor in fact be provided in accordance with the terms and conditions contained in the Scope of Work applicable to that service. The fact of such contractual right will not relieve the Proposer, should they be successful, from liability to Access for the failure to provide the service timely and to the standards set forth in the Contract documents. If applicable, Access must approve the Agreement(s) (Master Template) for all independent contractor drivers prior to the contract start date. Access will require subcontractor agreements provide assurances to prevent the inconsistent delivery of timely service, the degradation of customer service and the lack of quality transportation services.

## II. General Manager

- A. Subject to the approval of Access, the Contractor will assign a full-time on-site General Manager. The General Manager oversees the daily operations of the service by the

Contractor.

- B. The General Manager must be on site during the normal working hours and be available by telephone, email, or mobile phone at all times. The General Manager will ensure the operations meet Access objectives and standards and respond to all significant emergencies.
- C. Access shall be provided with the identity and phone numbers of the General Manager and his or her immediate subordinate and shall be advised of any change in such personnel.

### III. Vehicle Operators

#### A. Background Checks

- (a) Prior to beginning revenue service, drivers are subject to a criminal background check performed as described more fully below. The background checks will include all types of felony and misdemeanor arrests and convictions, not just vehicular ones, and will meet the standards of the City of Los Angeles Department of Transportation Taxicab Rules in Board Order 471 Sections: 607P, 607R, 608P, 608R, 609, 614, 615P, and 615R, as well as additional standards set forth by Access. Background checks shall include a fingerprint-based, Live Scan report and enrollment in the Subsequent Arrest Notification program.
- (b) Upon request, designated Access personnel will be given access to documentation demonstrating that the initial and subsequent background checks have been performed. It is the responsibility of the Contractor to maintain the aforementioned documentation.
- (c) A driver candidate who has significant job related convictions, including, without limitation, more than four points on his or her driving record in the past three years is not eligible to drive a vehicle (whether or not belonging to Access) under an Access contract. Contractors are free to establish at their discretion stricter standards so long as they are compliant with applicable law. Access reserves the right, without limitation to its other rights under the contract, to refuse to pay for any trips provided by a driver whose background checks are not in compliance with the above referenced policy.
- (d) The determination of either a job-related conviction, whether felony, misdemeanor, or infraction or any then pending criminal charges and arrests for which the driver is out on bail or on his or her own recognizance pending trial or falsified information on the application may result in denial or forfeiture of employment. In making the determination of job-relatedness, consideration should be given to how recent the conviction occurred; the frequency and severity of the crimes; and the age of the individual at the time the crimes were committed, evidence of rehabilitation and the

relationship between the criminal activity and the important elements of the job. Further guidance regarding this can be found at the U.S. Equal Employment Opportunity Commission website - Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.

[http://www.eeoc.gov/laws/guidance/arrest\\_conviction.cfm](http://www.eeoc.gov/laws/guidance/arrest_conviction.cfm)

(e) A conviction will be deemed "job-related" calling for denial of employment or termination of employment if it falls within the categories contained in the Los Angeles Department of Transportation Taxicab Rules in Board Order 471 and/or as modified by Access express policy. The following is intended to be a guide but not exclusive:

1. Conviction of a crime pursuant to which the applicant is required to register as a sex offender under Section 290 of the Penal Code or conviction of a felony involving violence against persons.
2. Conviction during the preceding seven years of:
  - a. any offense relating to the use, sale, possession or transportation of narcotics or addictive or dangerous drugs other than marijuana;
  - b. any act involving force, violence, threat or intimidation against persons;
  - c. any sexual offense;
  - d. any act involving moral turpitude, including fraud or intentional dishonesty for personal gain;
  - e. any offense which results in a felony conviction;
  - f. any offense involving the possession of a firearm or dangerous weapon;
  - g. any offense involving the solicitation or agreement to engage in or engagement in any act of prostitution;
  - h. any offense involving resisting, delaying or obstructing a peace officer, public officer or emergency medical technician; for theft in any degree;
    - i. For this purpose, a subsequent change of plea or vacation or verdict and dismissal of charges pursuant to California Criminal Code § 1203.4 does not change the effect of the conviction.
    - ii. Conviction within the last two years of any offense relating to the use, sale, possession or transportation of marijuana;



- iii. A record of habitual or excessive use or addiction to intoxicating beverages, narcotics or dangerous drugs.
- 3. Conviction at any time of the following Vehicle Code sections (or their successors):
  - a) 20001 - Hit and Run resulting in injury or death
  - b) 20003 - Hit and Run - failure to identify yourself to police or victim - injury or death involved
  - c) 20004 - Hit and Run death - failure to report to police or CHP
  - d) 23104 - Reckless driving- causing injury
  - e) 23153 - Driving while under the influence of alcohol or drugs - causing injury to others. [Source §654]
- 4. Conviction within the last three years of the following Vehicle Code Sections:
  - a) 20002 - Hit and Run - property damage, including vehicles
  - b) 23103 - Reckless Driving - no injury
  - c) 23152 - Driving while under the influence of alcohol or drugs - no injury
  - d) 23220 - Driver drinking while operating motor vehicle on highway
- 5. Conviction within the last three years of Vehicle Code violations:
  - a) totaling more than four (4) points if hired prior to July 1, 2012 or more than three (3) points if hired on or after July 1, 2012;
  - b) any single violation of two or more points;
  - c) Once hired, conviction during any one-year period of Vehicle Code violations totaling more than two points.
  - d) Failure to disclose any "job related" conviction when asked to do so on a job application and in the absence of any legal prohibition with respect to such disclosure.

(f) Potential Driver Interviews

- 1. It is acceptable and appropriate for a Contractor to inquire during the interview process about convictions and arrests that meet the requisite legal criteria. Contractor hiring officials should review the conviction statements on the employment application of interviewed candidates and should inquire about potentially job-related convictions during the

interview. Contractors should act with caution and seek the advice of experienced and qualified employment practices counsel as legal restrictions with regard to what can and cannot be inquired about are subject to exceptions and to periodic change.

- (g) Individuals who do not disclose all required convictions on the application may be denied employment for falsification of the application. Convictions disclosed on the application or during the employment process should not be used to influence the selection decision if they have been determined to be unrelated to the job under the criteria referenced above
- (h) Background checks conducted in response to this requirement must comply with all applicable state and federal regulations. The background check must be a fingerprint-based check (e.g. Live Scan) that includes a California Department of Justice (DOJ) check and, if the applicant has not continuously resided in California for the previous seven (7) years, a Federal Bureau of Investigation (FBI) check as well. Contractor is responsible for compliance with all notice, consent and other prerequisites or conditions legally required ensuring the legal validity of the background check.
  - 1. Contractor will maintain all Criminal Background Check information in the strictest confidence possible. Only essential personnel involved in the hiring process should be informed on a need-to-know basis.
  - 2. Contractor must have an acceptable fingerprint based background check report on file that is no more than TWO years old for all drivers and road supervisors at all times. Drivers with a valid California school bus, SPAB, GPPV, or VDDP certificate that has been issued within the preceding twenty-four (24) months are exempt from this requirement. Such drivers with California special certificates must have a fingerprint based criminal background check conducted twenty-four (24) months following the issue date of the special certificate.
- (i) DMV H-6 and Pull Notice
  - 1. Contractors must obtain a California Department of Motor Vehicle (DMV) H-6 Motor Vehicle Report at the time of Hire for all drivers and road supervisors. The H-6 report must be dated no more than thirty (30) days prior to the date of application for employment. Once hired, all drivers and road supervisors are to be enrolled in the DMV PULL Notice Program and must have a PULL Notice on file that is less than one-year-old. All PULL Notices and H-6 reports are to be reviewed by an authorized representative of the contractor, have the points totaling and

be signed and dated by the representative indicating that the Notice or report was reviewed and that the driver's points fall within the allowable limits of this policy.

2. At the time of hire, drivers may not have had more than four points on their recent DMV report in the past 36 months. In addition, drivers may not have had any single violation of two points in the past 36 months. Once hired, drivers may have no more than two points per year. A single violation of two points may be grounds to deem a driver unqualified to provide service under the contract.

(j) Driver License

1. Possesses a valid California Class A, B, or Class C driver's license, as appropriate, as well as any other license required by applicable federal, state, and local regulations are required when operating any vehicle assigned under this contract.

(k) Medical examination certificate

1. Possesses a current medical examination certificate for all drivers regardless of vehicles operated.

(l) Enrollment in Drug and Alcohol Program

1. All contractor's and sub-contractor's safety-sensitive employees are to be enrolled in a Drug and Alcohol Program that meets federal requirements.
2. Other
  - a. Drivers must be able to effectively communicate in English and are required to treat all passengers with kindness, courtesy, and respect. Drivers found not able to effectively communicate in English will be immediately removed from this contract.
  - b. The Contractor shall have a corporate uniform/grooming/hygiene/appearance policy and all drivers (whether employee or contracted) will be required to adhere to the standards included in the policy. This includes an identification badge that will include a picture of the employee's face and a unique badge number.
  - c. The Contractor will manage and maintain driver updates on driver licenses, medical cards, and pull notices.
  - d. The Contractor will notify Access of driver terminations, suspensions start/end or reinstatements regularly (i.e. weekly).

- e. The Contractor will have a program in place to monitor and manage driver fatigue and excessive driving time.
- f. The Contractor will have a program in place to ensure delivery of important information to drivers; this includes but is not limited to policies and procedures, operations bulletins, safety campaign notices, etc.

B. Road Supervisors

- i. The contractor will provide on-street road supervisors who will operate throughout the service area during all service times to:
  - 1. Ensure quality service delivery on a regular basis through driver observations
  - 2. Address specific service problems and service interruptions
  - 3. Investigate collisions and incidents
- ii. In order to ensure adequate supervision of the operations, the Road Supervisors must be dedicated to supervising this contract only.
- iii. If the Contractor fails to provide the proposed number of Road Supervisors, Access may make appropriate adjustments in the Contractor's Fixed Monthly Fee until the position(s) is filled.
- iv. Road Supervisors may not be scheduled to provide revenue service; service shall be for emergency purposes only.

C. Eligibility Center Transportation Coordinator (ECTC)

- i. The Contractor will staff one on-site that will work at the Commerce Eligibility site on all scheduled interview days. The ECTC will be on-site for all hours while a eligibility transportation trip applicant is on-site. The ECTC will provide on-site support to in coordinating transportation needs for applicants. The ECTC's responsibilities include, but are not limited to:
  - 1. Facilitating on-time delivery of applicants for their scheduled appointment time as well as timely return trip pick-ups.
  - 2. Manage reroutes and communicate anomalies with the Contractor and the Commerce eligibility location.
  - 3. Managing on-site vehicle traffic congestion.
  - 4. Filling in gaps in vehicle operators' manifests to maximize efficiency and utilization of vehicle resources.
  - 5. Conduct random quality checks on drivers including, but not limited to, vehicle conditions, driver professionalism, driver performance, driver appearance, and service rules adherence.

- D. Reservationists
  - i. The Reservationists must complete the training outlined in Task III of this document and be experienced in customer service and sensitivity to persons with disabilities prior to answering calls and assisting callers.
- E. Schedulers
  - i. Schedulers must complete the training outlined in Task III of this document and be knowledgeable of the Access service area and experienced in customer service prior to assisting callers with subscriptions.
- F. Dispatchers
  - i. Dispatchers must complete the training outlined in Task III of this document and be knowledgeable of the Access service area and experienced in customer service prior to assisting callers with subscriptions.
- G. Wages and Benefits
  - i. Contractor has the exclusive right to determine the pay and benefits of its employees. Accordingly, positive consideration will be given to Proposers who agree to pay their full time employees providing services under the Agreement a competitive wage and benefit structure comparable to the prevailing Access provider contract wages for similar operating regions, positions, and work. Proposer must submit rates and graduated rate increases along with timelines for the increases. In addition to our desire for proposals to include adequate pay, this agreement is subject to the standard labor protection agreement of a Federal Transit Grantee (Section 5333). Accordingly, new contractors will be required to assure that they do not reduce the working conditions (including compensation and benefits) of the existing employees.
- H. Personnel Policy
  - i. The Contractor, and any/all subcontractors, will have in effect personnel policies that conform to all state, federal, and local laws including, but not limited to, all regulations concerning Equal Employment Opportunity, compensation (wage and hour laws), Worker's Compensation, and other regulations as appropriate.
- I. Drug and Alcohol Testing
  - i. The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988 (49 CFR Part 29); State of California Government Code Section 8350 (Drug-Free Workplace Act of 1990), etc. seq., SB 532 (enacted into law on 10/10/00); the U.S. Department of Transportation "Procedures for Transportation Workplace Drug and Alcohol Testing Program" (49 CFR Part 40, as amended); and the Federal Transit Administration "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit

Operations" (49 CFR Part 655, as amended). Since these rules are periodically revised and amended, any plan adopted by the Contractor must be revised and amended accordingly to maintain compliance.

- ii. Prior to performance of this contract, the Contractor shall identify all subcontractor(s). Identified sub-contractor(s) performing safety sensitive tasks are subject to DOT and FTA regulations and shall comply with all stipulated drug and alcohol program and testing requirements, as identified in this section. The following are categories of safety-sensitive functions: a) operating a revenue service vehicle, even when not in revenue service; b) operating a non-revenue service vehicle when it is required to be operated by a CDL holder; c) controlling dispatch or movement of a revenue service vehicle or equipment used in revenue service; d) maintaining (including repairs, overhaul and rebuilding) revenue service vehicles or equipment used in revenue service; and 5) carrying a firearm for security purposes.
- iii. Prior to performance of this contract, the Contractor, including identified subcontractor(s) shall prepare and submit a current drug and alcohol policy that complies with the current requirements of the applicable drug and alcohol testing regulations. The policy will be approved by the contractor's governing board or highest ranking official and by Access. Please refer to Section 655.15 of the FTA rule for a listing of the required policy statement contents.
- iv. The aforementioned regulations include, but are not limited to, requirements for pre-employment, post-accident, reasonable suspicion, and random testing for employees performing safety-sensitive functions, as defined in the current FTA regulations. If the Contractor allows the return to work of a safety-sensitive employee who has previously violated the regulation(s), the policy must also include return-to-duty and follow-up testing. Additionally, identified sub-contractors (other than specific maintenance subcontractors) performing safety-sensitive tasks are also subject to the regulations.
- v. Unless the Contractor's, including the identified sub-contractor's own policy or requirements of State, Federal or local law now or hereafter are more stringent, the Contractor and the identified sub-contractor(s) will enforce these standards. From the date of the contract, the Contractor, including the identified sub-contractor(s) will certify to Access in writing their compliance with the mandated laws and regulations. See Attachment E for a sample "Certification of Contractor Compliance".
- vi. The Contractor's, including identified subcontractors, drug and alcohol testing program will be subject to periodic audits by Access and/or their designated

representative. Program audits serve as a part of Access assessing program compliance. The audits will include a comprehensive review of program related forms, documents and procedures utilized by the Contractor and/or sub-contractor(s) and their service agents such as the collection sites, drug testing laboratory, Medical Review Officer, Substance Abuse Professional, and consortium/third party administrator (if applicable.) Requested records need to be made available for review and inspection at contractor's and or identified sub-contractor's principal place of business. The requested documents shall be presented in a readily auditable manner.

- vii. Identified program deficiencies and/or findings during the course of the contract shall be immediately corrected. Corrective actions shall be clearly identified in writing for Access staff and or designee to review and approve.
- viii. The Contractor, including identified sub-contractor(s) shall comply with all record keeping and reporting requirements outlined in the DOT and FTA rules: 49 CFR Part 40 and Part 655.
- ix. The Contractor and identified sub-contractor(s) agree to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655 and 49 CFR Part 40; produce any documentation necessary to establish its compliance with Part 655 and Part 40; and permit any authorized representative of the US Department of Transportation or its operating administrations, the State of California oversight agency, or Access (or its designee) -to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 40 and 655.
- x. The Contractor and identified sub-contractor(s) will submit monthly and quarterly drug and alcohol testing reports to the drug and alcohol consultant designated by Access. The reports are due no later than the 15th of the month following the close of each month and quarter. (See schedule below.)
  - 1. 1st Quarter (Jan, Feb & Mar) Reports - due April 15
  - 2. 2nd Quarter (Apr, May & Jun) Reports - due July 15
  - 3. 3rd Quarter (Jul, Aug & Sept) Reports - due October 15
  - 4. 4th Quarter (Oct, Nov & Dec Reports - due January 15

The monthly reporting template will be provided by Access Services. Quarterly reports shall be completed on the current DOT DAMIS forms.

- xi. In addition, on an annual basis, and no later than February 15th of each year, the Contractor and identified sub-contractor(s) must submit to the drug and alcohol consultant annual DAMIS reports for the previous calendar year. The Contractor and

identified sub-contractor(s) will provide an explanation for any discrepancy or deficiency in the data reported (e.g., not meeting the required random rates).

- xii. The Contractor and identified sub-contractor(s) also shall be required to meet the FTA training requirements outlined in Section 655.14 of the FTA rule or Drug & Alcohol Awareness Training. In addition to the prohibited drug use, Access also requires that the training for covered safety-sensitive employees include alcohol, prescription and over-the-counter medications, and the major provisions of the employer drug and alcohol policy. The employee training shall be for a minimum of two (2) hours. Supervisors and other company officials who may be called upon to make reasonable suspicion testing referrals also shall be required to receive at least 60 minutes of training on the physical, behavioral, and performance indicators of probable drug use and at least 60 minutes of training on the physical, behavioral, speech and performance indicators of probable alcohol misuse. Road Supervisors and other safety sensitive personnel shall receive a minimum of two (2) hours of FTA Post-Accident Testing; Testing Thresholds, Decision-Making Procedures & Regulatory Requirements. Access highly recommends that refresher training for supervisor's/company officials be provided every two years. All training provided by the contractor and identified sub-contractor(s) shall be properly documented (including date and time) and acknowledged by the individual(s) that received training (e.g., sign-in sheet).
- xiii. The Contractor, including identified sub-contractor(s) must comply with all record keeping and reporting requirements defined in the DOT and FTA rules: 49 CFR Part 40 and Part 655. Each record shall be maintained for the specified minimum period of time as measured from the date of the creation of the record. All program related documents and records shall be kept in a secure location with controlled access. Records should be locked in file cabinets. If records are kept electronically, they should be password protected. Records shall be maintained in accordance with the following schedule:
  1. 1 Year: Cancelled drug test results
    - Negative test results
    - Alcohol test results less than 0.02
    - Alcohol test form with results
    - Employer's copy of the federal CCF
  2. 2 Years: Testing documentation
    - Collection log books, if used
    - Random selection process



- Reasonable suspicion documentation
  - Post-Accident testing documentation
  - MRO documents verifying existence of a medical explanation for insufficient volume
  - Records of inspection, maintenance, and calibration of EBT
3. 3 Years: Previous employer records
    - Good Faith Efforts
  4. 5 Years: Annual MIS reports
    - Employee Evaluation and referrals to SAP's
    - Follow-up tests and follow-up schedules
    - Refusals to test
    - Alcohol test results 0.02 or greater
    - Verified positive drug test results
- xiv. Relevant and pending audits, investigations and litigation involving the records or their management must be resolved before records having any bearing, or that have the potential to have any bearing, on any proceedings may be legally destroyed. It must be ascertained through Access' Drug & Alcohol Program Manager that the records don't have any remaining interest, before proceeding with destruction of records.
- xv. All paper based records and documents shall be treated as sensitive and shredded in a timely manner.
1. Electronic records and or data shall be treated as sensitive and must be deleted, or wiped from hard drives and portable devices. Special software programs wipe records to make them permanently irretrievable and inaccessible. Disks must also be properly destroyed.

### **Task 3 Provide Training**

- I. The Contractor will ensure that all of its employees and subcontractor are and remain during the term of the contract trained-to-proficiency so as to function in a manner that conforms to all federal, state and local laws - and ensure that Access contractual and operational objectives are met. The Contractor will establish and document the proficiency of its employees, including, without limitation, test and observation results and training undertaken and be prepared to demonstrate to the reasonable satisfaction of Access such level of training has occurred and is maintained. To this end the Contractor shall implement a training program which will ensure the following:
  - A. The provision of service which is safe, reliable and meets ADA requirements;
  - B. The provision of service which will maximize customer acceptance; and
  - C. The provision of quality service in an efficient manner.
- II. The training program must include the specific course content or subject matter and the number of hours of training to be provided for each class of employee. Training shall include, but not be limited to, sensitivity, policies and procedures, securement and ADA.
- III. Training records are subject to random inspection and review by Access staff. Failure of a Contractor employee or subcontractor to be and remain trained to proficiency may result in the removal of that employee from service under the Access contract.
- IV. In addition to initial training, the contractor must also provide a continuous annual training program that includes steps to improve employee skills, enhance service quality and promote safety in the performance of work.
- V. In addition to initial training, the contractor must also provide a retraining program for preventable (as determined by Access) collisions and incidents.

#### **Task 4 Acquire/Provide Vehicles**

I. It shall be the Contractor's responsibility to ensure an adequate number and type of vehicles are available to provide service under this contract. The overall number and vehicle mix required to achieve service flexibility, efficiencies and to meet all the key performance indicators shall be at the discretion and responsibility of the Contractor. The vehicles must be able to support a shared ride program. The Contractor shall provide Access with the number of vehicles available for service with the contract proposal, 30 days prior to the start of the contract and monthly for the life of the contract. The Contractor will receive no additional payment when utilizing non-Access provided equipment.

#### **II. Access-Owned Vehicles**

- A. Access will provide vehicles as listed under Attachment P at the request of the Contractor. Access-provided service vehicles are scheduled for replacement after 200,000 miles. However, it has not always been possible to retire vehicles upon reaching this milestone.
- B. Access will be responsible for obtaining registration and vehicle licenses for all Access-owned vehicles. Access will not be responsible for outstanding tickets or held liable for informing contractors of violations charged to vehicles. If a situation arises wherein Access has to clear violations either monetarily or through court action, the contractor will be responsible for the costs involved, including Access staff time and processing charges and such costs may be offset by Access against any amount coming due to Contractor under the contract or any other amount owed by Access to contractor from whatever cause. The minimum charge for such service will be \$100.00, but can be higher depending on how much staff time is involved.
- C. Each vehicle certified for Access service will contain a blood borne pathogen kit to be purchased and maintained by the Contractor. All vehicle operations will be trained on when and how to use the blood borne pathogen kit. The contents of this kit must be replaced as they are used or become damaged. The kit should contain, at a minimum, the following items:
  - i. CPR Microshield Clear Mouth Barrier
  - ii. Spray Bottle and Sprayer (containing one (1) part chlorine to ten (10) parts water), or an equivalent pre-mixed solution
  - iii. Body Fluid Disposal Kit:
    - (a) Absorbent granules
    - (b) Scraper and scooper
    - (c) Latex gloves
    - (d) Chlorhexidene towelette

- (e) Goggle and shoe covers
  - (f) Apron
  - (g) Face mask
  - (h) Red bag and ties
  - (i) Multi-Trauma Compress
- D. Safety Backpacks - Each Access-owned vehicle must be equipped with a safety backpack. The initial safety backpacks will be purchased by Access. However, all subsequent safety backpacks must be purchased and maintained by the Contractor. The drivers should be trained in using the contents of the Safety backpack and in the event of a collision or an incident. Each back pack should contain the following items and the contents should be replaced when used:
- i. One (1) set of Accident/Incident Forms
  - ii. Blue tethers
  - iii. Vehicles with two (2) wheelchair positions are required to have six (6) 18-inch webbings
  - iv. Five (5) Medical Waivers
  - v. Five (5) Witness Forms
  - vi. "D" Ring Securement
    - (a) Vehicles with two (2) or less wheelchair positions are required to have one (1) securement.
    - (b) Vehicles with more than two (2) wheelchair positions are required to have (2) securements.
- E. Seat Belt Cutter - a seat belt cutter must be available in all revenue vehicles. Drivers shall be trained in using the seat belt cutter in the event of an emergency.
- F. Driver Pledge Card Holders: Each Access-owned vehicle must be equipped with a driver ID pledge card and holder. The initial identification cards and holders will be provided by Access. However, all subsequent driver pledge ID cards and holders for new and existing drivers should be purchased and maintained by Contractor.
- G. Access-owned vehicles provided to the Contractor for Access will be leased by the Contractor from Access for \$1.00 per vehicle per month during the term of this Contract. This payment will be deducted from the monthly Access invoice. This Contract will constitute the vehicle lease and terms. These vehicles were built to meet ADA specifications for Access service. At no time may Access-owned vehicles be used to provide non-Access related services or be used for any private or personal use, including Road Supervision. Road supervisor vehicles need to be supplied by contractor. Road Supervisor vehicles will be ADA accessible, with no-rear entry.

- H. Direct employees of the Contractor or approved sub-Contractor may only operate Access-owned vehicles. "Independent Contractors" or "Leased-Drivers" are not allowed to operate Access-owned vehicles.
- I. Specifications of vehicles to be provided by Access are as follows:
  - i. Accessible Minivans - Lowered-floor modified Dodge Caravan mini-vans with six-cylinder gasoline engines, automatic transmissions, power steering, power brakes and other common standard features. Vehicles have folding ramps and tie down locations for up to two wheelchairs. These vehicles will have seating for two (2) to four (4) ambulatory passengers.
- J. Contractor will develop and implement a Transit Asset Management (TAM) plan that meets the guidelines of the Federal Transportation Administration (FTA).
- K. The Contractor must utilize Access-owned equipment uniformly, i.e. operating mileage on any vehicle for any 90-day period cannot vary more than twenty percent (20%) from the average operating mileage of the Access-owned vehicles assigned to the Contractor for the same period of time without sufficient explanation.
- L. Each Access-owned vehicle will be equipped (at Access' cost) with SmartDrive onboard camera technology. SmartDrive is a comprehensive onboard vehicle recording system that provides the end-user with a detailed analysis of safety related driver events by severity. Regardless of Category, the events captured identify potential violations of DOT regulations, local and state laws, Access policy or identify events that pose a safety hazard or a conduct issue by employees or customers.
  - (1) The events are rated by SmartDrive by severity, as Category 1, 2, 3 and 4 events, with Category 3 and 4 events being the most egregious.
  - (2) The contractor is required to conduct in-person driver coaching for all Category 3 and 4 events and document the coaching process utilizing the SmartDrive software. This requirement does not preclude the Contractor from coaching on Category 1 or 2 events. For the purposes of incident and collision investigation, Access reserves the right to consider Category 1 and 2 events.
  - (3) Access and/or SmartDrive will provide Train-the-Trainer training to educate the staff with respect to the coaching and documentation process.
  - (4) Access has adopted a zero tolerance with respect to any contract employee tampering with the SmartDrive camera system; Access may request that any contract employee found to be tampering with the equipment to be immediately and permanently removed from providing services under this contract.
  - (5) Contractor shall treat SmartDrive video in strict regard per Access policy (see Attachment Z).

(6) Access has adopted a Procedure for Failure to Stop at a Red light or Stop Sign violations, that contractor must adhere to.

M. Return of Access Vehicles

(1) All Access vehicles will be promptly returned by Contractor to Access or its designee in writing at the termination of the Contract. Said vehicles will be in good repair and condition, normal wear and tear accepted; with at least 4/32" serviceable tread life on tires, and with all repair and scheduled maintenance work completed. The parties agree that it is the responsibility of the Contractor to ensure the vehicles are repaired and maintained on a continuing basis during the term of the Contract and to provide sufficient additional vehicles or equipment so as to facilitate this process. Access or its designee will inspect vehicles at or near the termination of the Contract. The actual cost of repairs for all damage or deferred maintenance identified by said inspector which has not, as of the Contract termination date, been repaired by the Contractor, and which is paid for by Access or its designee may be offset against the Contractor's final payment. If the Contractor's final payment is insufficient in amount to liquidate the offsets, Contractor will be liable for such any excess and reasonable attorney's fees and costs incurred by Access in recovering the excess.

III. Contractor-Provided/Subcontractor Vehicles

- A. The Contractor may utilize their own or subcontractor vehicles for this service. Any vehicles used to provide Access service will be individually identified per the requirements of its applicable licensing authority (local taxi regulations or PUC) and will bear two Access logos, one on each side of the vehicle. It is the sole responsibility of the Contractor to procure, register, license any and all vehicles beyond those provided by Access. Contractor or subcontractor will pay all fees associated with owning and operating the non-Access vehicles.
- B. All non-Access provided vehicles will be subject to approval and periodic inspection by Access. Vehicles with rear entry wheelchair access or vehicles requiring the use of a portable step will not be acceptable for Access work. The Contractor will provide Access with periodic reports, as requested by Access, identifying these vehicles by manufacturer, model and year, mileage, specific type and size of lift or ramp, if any. The Contractor may utilize self-provided vehicles in non-Access service as long as these vehicles are appropriately licensed for the non-Access service.
- C. All vehicles used in Access service will be certified as meeting the criteria established by Access. A qualified, approved representative of the Contractor maintenance staff will individually certify vehicle condition. Access will provide training to the designated staff of the Contractor on the expectations Access has for the vehicle

inspection/certification. The designated staff member(s) will be responsible for the inspection/certification of all non-Access provided vehicles, including subcontractors' vehicles to be used for providing Access service. Access will randomly audit certified vehicles to ensure compliance. If vehicles are found to be operating in Access service, but not meeting the minimum maintenance standards, the vehicle will be immediately removed from service and any trips provided in this vehicle in the previous seven-day period may not be reimbursed by Access. Repeated non-compliance may result in a detailed fleet audit being performed by Access or its designee. Used vehicles are acceptable if they meet the following standards and are individually approved:

- D. Vehicles must be free of body and chassis damage; paint will be uniform and not show obvious previous repairs with bad color matches;
- E. Vehicles may not exceed 200,000 miles of previous life when placed into Access service without specific written permission of Access;
  - (1) Access will not certify a vehicle exceeding 300,000 miles
  - (2) Safety and passenger comfort shall be prioritized by the contractor when considering a subcontractor vehicle for certification
  - (3) Subcontractor vehicles must possess a seal from the City of Los Angeles or pass a AAA certified inspection annually - proof of one or the other must be provided to Access at the time of certification request
  - (4) Subcontractor vehicles will not provide Access trips after the odometer reaches 400,000 miles
  - (5) Access trips operating outside of these parameters will not be paid for and could represent a serious breach of contract.
- F. Vehicles must have interiors of reasonably uniform or matching colors and must be free of tears, damage or graffiti;
- G. Vehicles will have full maintenance records and such records will demonstrate vehicle reliability;
- H. Vehicles will have fully functioning:
  - (1) Air conditioners; safety and securement belts; airbag system; heaters; flashers; defrosters; lights; speedometers; windshield; washers/wipers; fuel gauges; mirrors; doors; windows; manually operated locks; interlock system where applicable; brakes and ABS; wheelchair lifts/ramps; and serviceable tires. All vehicle system monitoring will be clear (No Airbags or Service Engine Soon warning light on)
  - (2) Vehicles must have communication to a live dispatch center responsible for tracking the vehicle when in service.
  - (3) All vehicles capable of transporting wheelchairs shall have a requisite number of

positioning belts available on the vehicle when in revenue service.

- (4) All Access-provided and dedicated vehicles shall have a minimum of two seat belt extensions available on the vehicle; subcontract vehicles shall have a minimum of one seat belt extension available on the vehicle when in revenue service.
- I. The Contractor will submit in writing at least five (5) days prior to the vehicle beginning Access service (unless mutually agreed) the following information for each vehicle: make, model, year, vehicle identification number, capacity, and owner. This information must be submitted for vehicles not owned by Access to be used in Access service by the Contractor or a subcontractor.
- J. The Contractor or subcontractor-provided vehicles may use the Contractor or subcontractor's corporate colors as long as an Access logo is placed on both sides of the vehicle. Access reserves the right to change the logo design at any time. The contractor is responsible for the cost of Access-approved decals (approximately \$165 to \$230 per decal depending on the vehicle type; decal prices subject to change).
- K. All vehicles will display the Access logo at the required locations on the vehicle when in Access service. Only vehicles approved by Access may display the Access logo. The Contractor shall comply with Access' logo vehicle placement requirements; placement requirements shall be provided to the selected contractor.



**Task 5 Acquire/Provide and Maintain Facility**

- I. The Contractor shall be responsible for supplying and maintaining office space, equipment and other supplies necessary for the efficient operation of the contract.
  - A. The office space is not required to be situated in the service area.
- II. Requirements for contractors who utilize and directly maintain Access vehicles:
  - A. A secured, paved, and striped parking lot in which all Access-provided vehicles may be stored when not in service;
- III. Contractor will develop and implement a security plan that identifies what safeguards, policies, measures, etc. will be put in place to address security of assets or personnel.
- IV. Contractor will develop and implement a Continuity of Operations Plan (COOP) that addresses redundancies and back-up plans for their operating facility and infrastructure.
- V. Access shall perform regular Occupational Safety and Health Administration (OSHA) facility inspections. Any deficiencies noted on the inspections shall be addressed immediately.

## **Task 6 Provide Reservations, Scheduling, and Dispatching of Eligibility Transportation Trips**

### **I. Reservations**

- A. The reservations function shall be the responsibility of the Contractor. Reservations shall be accepted for all the services under this contract. Reservations shall be taken Monday through Friday, between the hours of 8 am and 5 pm. This function shall be supervised at all times during operational hours. It shall be the responsibility of the Contractor to manage and oversee this area and take the necessary steps required to meet the service levels.
- B. Reservations must have the capability to process calls from multi-language customers. Calls shall be processed with an accuracy level of 99% on data insertion based on random audit samples conducted by Access.
- C. The Contractor will schedule appointments for new applicants and designated customers for eligibility. The Contractor will:
  - i. In conjunction with Access Services and its eligibility contractor, develop a schedule designating evaluation days, times, and number of applicants permitted to be scheduled.
  - ii. Schedule appointments in accordance with all written policies and procedures established by Access Services. Appointment dates cannot exceed more than the days specified by Access Services.
  - iii. Receive requests from applicants to schedule or cancel an evaluation appointment. The Contractor may establish zones of service to efficiently schedule and route appointments.
  - iv. The Contractor will backfill customer cancellations with other applicants to ensure the number of daily appointment slots are filled.
  - v. Notify electronically Access Services Customer Service and the eligibility contractor of scheduled appointments, pick-up times and cancellations no later than 8:00 PM the previous business day.
  - vi. Coordinate the scheduling of transportation with the eligibility contractor to and from the evaluation site. The Contractor may not drop off applicants earlier than 15 minutes prior to the opening of the Eligibility Determination site.
  - vii. The Contractor's schedule is subject to modification up to two days prior to scheduled service. Such modifications may include: cancellation of scheduled service, additional service beyond the dates indicated on the monthly calendar, or other adaptations to meet demand for eligibility or other purposes.
- D. The Contractor can expect to receive approximately 11,000 phone calls per month, with an average of 490 phone calls per day.

- i. The applicant will call the Contractor via a designated toll-free number to schedule a date for the eligibility evaluation.
- ii. The Contractor will schedule the eligibility appointment for the most appropriate day and time that maximize efficiency and customer preference
- iii. The Contractor will inform applicants the option of "own transportation" (OT) to their eligibility appointment. This methodology promotes the use of customers' own transportation to the certification appointments during the scheduling process. The Contractor will focus on achieving 19% or higher of all eligibility appointments scheduled as OT appointments.
- iv. The Contractor will call applicants to inform them of the specific pick-up time two (2) days before the scheduled date of evaluation and perform a reminder call the day before the scheduled date of the evaluation (no later than 9:00 PM).
- v. The Contractor will make minimum of two (2) phone attempts to contact each applicant and confirm the evaluation appointment. If after the two phone attempts where the applicant is non-responsive, the evaluation and transportation appointments for the applicant in question will be cancelled. The applicant would then have to contact the Contractor to reschedule the appointments.
- vi. The Contractor shall provide the return trip, on average, within one (1) hour after the conclusion of the appointment.
- vii. Applicants who cancel will be told their transportation and appointment will be cancelled and they will need to call the Contractor to reschedule their appointments.
- viii. Drop off applicant at the designated time

## II. Scheduling

- A. The Contractor shall be responsible for scheduling all services as described in this document and shall dedicate sufficient personnel to this function. This function shall be supervised at all times during operational hours. The Contractor shall be responsible for managing and overseeing the daily operations and ensure that the daily/weekly and monthly service levels are met. Customers who are able and desire to utilized TNC providers shall be informed that TNC trips are not "ADA" regulated trips.

## III. Dispatching

- A. The Contractor shall be responsible for managing and overseeing the daily operations and ensure that the daily/weekly and monthly service levels are met. The chosen software shall be used to communicate, manage, monitor, and respond to any events that occur while delivering the daily service. The Dispatch Center shall communicate with the customer, via phone line and with the assistance of software, trip details; such as, estimated pick-up and drop-off times, driver name, vehicle description, i.e. model,

color, license plate number, and any delays due to weather and traffic conditions and vehicle breakdowns. In addition, the Dispatch Center shall work with all drivers to approve/deny no shows, make customer calls prior to no shows, maintain on-time performance, assist with customer incidents and vehicle breakdowns. The Dispatch Center shall have the ability to right size the number of vehicles according to customer need and volume of demand by time of day, season and other fluctuations. A supervisor must be present in the Dispatch Center during all operational hours.

- B. Dispatchers shall, at a minimum:
- i. Monitor and manage the day-to-day street operations, which includes driver and customer activities in real-time;
  - ii. Assist the drivers and authorize customer no shows, trip cancellations, same day scheduling, and free fares. Dispatchers shall ensure customer calls are made prior to no shows being approved;
  - iii. Assist drivers with traffic and weather conditions, street detours, accidents, road calls, and other related problems involved in day-to-day street operations;
  - iv. Track, document, and resolve operational issues, including, but not limited to, driving speeds, late arrivals, vehicle unavailability, vehicle failure/breakdown, and non-functioning equipment;
  - v. Coordinate immediate vehicle replacement in the event of vehicle failure, to minimize service interruption and maintain required service levels; and
  - vi. Issue alerts of accidents and incidents.

#### **IV. Special Trips**

- A. The Contractor may be requested to provide special trips to individuals involved in special Access activities. These may include, but are not limited to, advisory committee meetings, public hearings, and other special activities. The Contractor will transport individuals or groups of individuals approved by Access at the rates bid in this Contract.

## **Task 7 Provide Reservations, Scheduling, and Dispatching of Parents with Disabilities (PWD) Trips**

### **I. Service Parameters**

A. The service for this contract is intended to be similar to traditional ADA paratransit service, but with some modifications. These modifications are designed to make it easier for ADA-eligible customers with child-care needs to be able to meet these child-care transportation needs using Access. This premium model is necessary to address some of the challenges parents have indicated that they encounter by introducing extended wait times at school or day-care drop-offs and non-share ride service. Because of this, this contract is for a service that exceeds the ADA minimum paratransit provisions. Below are presented the premium ADA elements that are part of the PWD program and are included as elements of this contract:

- i. Non-Share Ride Service: PWD program trips are designed for the eligible ADA customer parents and their child (children). PWD program trips are not to be shared with non-PWD program customers.
- ii. Same Day Reservations are allowed for non-emergency medical necessities. The two examples "non-emergency medical necessity" trips where a PWD program customer may request a Same Day trip are: (a) a school nurse requesting a student be taken home by the child's parent due to illness at school; (b) a child becomes sick at a play date and is to return home to rest. If a customer calls for transport for a non-emergency medical necessity trip purpose (like the two examples listed above), they will be able to make the reservation. If the purpose of the trip is dissimilar from the above trip purposes, the contractor may transport the customer, but notify Access for Access to follow-up with the customer that their reason for travel was not permitted. As different scenarios are encountered by Access and the contractor, Access may modify, expand or limit the number of trip purposes that would be pre-approved trip purposes. Actual medical emergencies are trips to be provided by emergency (911) services and not under this program. Approved riders of the Parents with Disabilities Pilot Program will be limited in terms of the number of Same Day Trips they may reserve in a month. Parent customers may make no more than two round trips (four one-way trips) in a one month period. Access will notify customers who have reached their 4-trip maximum and notify the contractor that they may deny Same Day trip requests for the remainder of that particular month.
- iii. Same Day Reservation pick-ups are to be provided no more than 2 hours after a customer's call for service. The customer may, however, request a pick-up time to take place more than 2 hours after the request time, and the service provider can be

allowed to accommodate such a request.

- iv. Time period as to when Same Day Reservations may be made: The purpose of the Same Day component of this Pilot Program is to ensure that a parent may be able to respond to a non-emergency medical necessity of a child. It was predicted that the most likely times that a parent may need to transport their child in such a non-emergency medical situation would be during school, or after-school activities. For this reason, Same day reservations will be permitted only during the hours of 7:00 a.m. and 7:00 p.m. with trips permitted between the hours of 9:00 a.m. and 7:00 p.m.
- v. Next Day Reservations are to be "appointment based." The Provider of the service will arrange a pick-up time with the customer that will ensure that the customer arrives at his or her destination on time (as much as 15 minutes ahead of the appointment time). This is intended to address conditions outside of the Contractor's control such as traffic congestion.
- vi. Standing Order Reservations: Access anticipates that most of the trips provided under this program will be based around transporting children to and from regular school and/or to and from regular after-school activities, most of the trips under this program will probably be Standing Order in nature. Similar to the Next Day reservations above, these Standing Order trips will be designed "appointment based" transport to ensure the customer arrives at his or her destination on time.
- vii. Linked Trips: A customer may reserve a trip to drop-off or pick-up a child (for example, from the child's school). In this case, a customer will not need to wait for a period up to an hour for their next trip. In this case, a customer may request a trip to the school and once the pick-up or drop-off has been performed, the customer may be driven to their next destination).
- viii. Extended Pick-up Wait Times - 10 Minutes: For initial passenger pick-ups, drivers will be expected to wait up to 10 minutes to allow for routine boarding.
- ix. Intermediary Stop Wait Times - 20 Minutes: At intermediary stops (ex. Drop-offs of children at schools where parent will return to the van), drivers will be expected to wait up to 20 minutes (which includes boarding and unloading time.)
- x. Passenger Fare Amounts: Parents and children will each be charged a \$1.00 fare for each leg of a trip that they take. No fares will be collected from riders traveling as Personal Care Attendants (PCAs). And no fares will be collected for children of 5 years of age and younger.
- xi. Number of Permitted Passengers: For trips other than same day trips, riders may reserve trips for multiple children, up to four per family. This is dependent upon the

seating capacity of the vehicle. Same day service will not be guaranteed for riders travelling with more than one child, due to the fact that the contractor may deploy a sedan or other taxi-like vehicle for a same day trip.

- xii. Number of Permitted Daily Trips: Program registrants may ride as often and up to six trips per day with no restrictions on type of trips, as long as the trips are for the benefit of the parent with childcare needs. As the program develops, Access may provide a list of trip purposes to reflect scenarios that may be encountered for child-care related trips.
- xiii. Child Seat Requirement: Children must ride properly buckled in the back seat in a safety or booster seat until they are eight (8) years old or are at least 4',9" tall. This is required by law. It is the responsibility of the parent or legal guardian traveling with the child, not the provider, to both furnish and to properly secure the child in the safety seat. Drivers may assist with installation upon request. Drivers will ensure that the seat is secure before transport is permitted. Access will not provide booster or car seats for children. (Please refer to Attachment I, Policies and Procedures, with respect to driver assistance to include carrying empty car seats and booster seats.)
- xiv. Beyond the Curb Service: PWD trips will be provided on a Beyond the Curb basis, with the driver being required to accompany the rider away from the Access vehicle, up to 60' from the vehicle, as long as the driver can always remain in view of the Access vehicle. Access has already determined that the Beyond the Curb service element will be covered under Access' Self-Insured-Reserve umbrella insurance for transport between the Access vehicle to the customer door (within view of the Access vehicle), however the contractor will be expected to carry insurance of its own (See Section 14 of Form of Contract).

## II. Reservations

- A. The reservations function shall be the responsibility of the Contractor. Reservations shall be accepted for all the services under this contract. Access will allow next day reservations to be use a next day scheduling policy. Reservations can be scheduled anytime from 6:00 am to 7:00 p.m. on the day before the requested pick-up time, seven days a week, including weekends and holidays. Under this program, the reservation and service hours will be consistent as stated above. This function shall be supervised at all times during operational hours. It shall be the responsibility of the Contractor to manage and oversee this area and take the necessary steps required to meet the service levels.
- B. Reservations must have the capability to process calls from multi-language customers. Calls shall be processed with an accuracy level of 99% on data insertion based on

random audit samples conducted by Access.

### III. Scheduling

- A. The Contractor shall be responsible for scheduling all services as described in this document and shall dedicate sufficient personnel to this function. This function shall be supervised at all times during operational hours. The Contractor shall be responsible for managing and overseeing the daily operations and ensure that the daily/weekly and monthly service levels are met. Customers who are able and desire to utilize TNC providers shall be informed that TNC trips are not "ADA" regulated trips.

### IV. Dispatching

- A. The Contractor shall be responsible for managing and overseeing the daily operations and ensure that the daily/weekly and monthly service levels are met. The chosen software shall be used to communicate, manage, monitor, and respond to any events that occur while delivering the daily service. The Dispatch Center shall communicate with the customer, via "Where's My Ride?" phone line and with the assistance of the software, trip details; such as, estimated pick-up and drop-off times, driver name, vehicle description, i.e. model, color, license plate number, and any delays due to weather and traffic conditions and vehicle breakdowns. In addition, the Dispatch Center shall work with all drivers to approve/deny no shows, make customer calls prior to no shows, maintain on-time performance, assist with customer incidents and vehicle breakdowns. The Dispatch Center shall have the ability to right size the number of vehicles according to customer need and volume of demand by time of day, season and other fluctuations. A supervisor must be present in the Dispatch Center during all operational hours.
- B. Dispatchers shall, at a minimum:
  - i. Monitor and manage the day-to-day street operations, which includes driver and customer activities in real-time;
  - ii. Assist the drivers and authorize customer no shows, trip cancellations, same day scheduling, and free fares. Dispatchers shall ensure customer calls are made prior to no shows being approved;
  - iii. Assist drivers with traffic and weather conditions, street detours, accidents, road calls, and other related problems involved in day-to-day street operations;
  - iv. Track, document, and resolve operational issues, including, but not limited to, driving speeds, late arrivals, vehicle unavailability, vehicle failure/breakdown, and non-functioning equipment;
  - v. Coordinate immediate vehicle replacement in the event of vehicle failure, to minimize service interruption and maintain required service levels; and



vi. Issue alerts of accidents and incidents.

**V. Special Trips**

A. The Contractor may be requested to provide special trips to individuals involved in special Access. These may include, but are not limited to, advisory committee meetings, public hearings, and other special activities. The Contractor will transport individuals or groups of individuals approved by Access at the rates bid in this Contract.

## **Task 8 Information Systems and Data Requirements**

### **I. Phone System**

- A. The Contractor will be responsible to provide the necessary telecom line capacity (i.e. QSIG, CAS T1, PRI) or circuits to accommodate the service level demands.
- B. The Contractor will be responsible to provide the necessary telephone system that has:
  - i. Ability to provide hour-by-hour analysis of staff to call volume to reduce the abandonment of calls and to achieve hold time standards
  - ii. Automatic Call Distribution (ACD) telephone system that will place calls into a central queue;
  - iii. Ability to transfer calls to Access' Customer Service Center;
  - iv. Ability to have a "menu" tree.
  - v. Ability to have a prerecorded greeting prior to ACD assignment;
  - vi. Ability to have prerecorded messages playing while a caller is on hold (these messages may be changed on a weekly or monthly basis);
  - vii. Ability to capture, report and export all data required in Task IV.
  - viii. Ability to record, store, organize and play back all telephone calls received. The level of recording will include -
    - 1. Cradle to Grave Recording: Captures every moment of the call, even while the caller is on hold
    - 2. Look-Back Recording: Records an entire conversation, even if the recording was initiated after the call began
    - 3. All recordings shall be made available to Access for at least three (3) years following the date of the recording.
    - 4. All recordings must be exportable in a .wav format.
- C. One phone line in the main system must be dedicated to a TDD or text phone equipment for communication with people with hearing or speech impairments. The TDD should be located in an area where calls will be will be handled during all operating hours. Staff who may be asked to answer TDD calls should be properly trained in operating the equipment and in the protocols of conversing via TDD.
- D. Proposer shall include full telephone system technical specifications and a narrative summary of system capabilities.

### **II. Reservation/Scheduling/Dispatch System (RSDS)**

- A. The Contractor must provide a RSDS.

- B. At the minimum, contractor-provided software will also provide the following functionality:
- i. Rider360 Integration - The software must be able to integrate real-time (acceptable 10-minute delay) with Access' rider database. This will be to a field-level integration and is inclusive of all required trip booking data such as (but not limited to) -
    - 1. ID Number
    - 2. Name
    - 3. Equipment type
    - 4. Disability
    - 5. Eligibility dates (must warn if eligibility is expired or suspended)
    - 6. PCA information
  - ii. Capacity tracking - The software will be able to determine and provide real-time statistics as to the fleet capacity at any given time. This functionality will prevent over-booking of Access trips;
  - iii. Capacity and Service Attributes - The software will have the capability to accommodate attributes upon request from Access relating to capacity or certain service needs.
  - iv. GIS mapping - Access' service area maps are based on GTFS (Google) GIS data. Any proposed software utilized by the contractor must -
    - 1. Be able to import shape file overlay maps that detail Access' service area by day of week and time of day
    - 2. Be able to identify valid pick-up and drop-off addresses at the time of the initial trip booking based on the imported maps and be able to override use of those determined invalid addresses
    - 3. Be able to implement revised maps multiple times throughout the contract term
    - 4. Any pre or post conversion or updating of any of the maps/data will be at the sole cost of the contractor
  - i. Automatic Trip Dispatching - The software will automatically dispatch trips to its fleet or sub-fleet, the software will verify all aspects of the trip determination (i.e. trip received, vehicle arrival time at trip address, vehicle departure time from trip address, drop-off time or ending of trip; additionally, if the trip is a No Show, the software will process and report to Access reporting standards);
  - ii. GPS Integration - The software will support and integrate real-time GPS mapping of all vehicles involved in Access;
    - 1. The contractor will provide to Access licensed software for remote

- access of the GPS system as well as to view real-time OTP data
2. Contractor will need to provide GTFS-R data feed to Access based on the data refresh rate set by Access. This data feed is crucial to support Access' Vehicle Location function to be developed for both website and mobile apps.
  3. On-vehicle failure of the GPS system will preclude use of the vehicle in Access operations.
  4. GPS data will be retained and be accessible a minimum of thirty (30) days.
- iii. The software will be able to make call-outs to riders prior to vehicle arrival.
1. The software will have the ability to restrict call-outs to a pre-determined distance-based proximity to the pick-up location.
  2. The software will be able to issue either a pre-recorded call-out message or text message based upon customer preference at time of the trip booking.
- iv. The software will be able to accept/process debit/credit card transactions for fare payments and conform to PCI-DSS requirements. The software must process all debit/credit transactions under the Transit Merchant code (4111).
- v. The software will be able to import trip data from third-party applications for routing and dispatch services.
- vi. The software will be able to export trip data to third-party applications for routing and dispatch services.
- vii. The software will be able to book next-day trip requests.
- viii. The software will be able to book to either a pick-up time based request or an appointment time based request.
- ix. The software will be able book, route, and provide directions from manually entered geo-codes. This method will be mainly used for pickups at stands (e.g., UCLA Campus)
- x. The software will be able to insert same-day trip requests.
- xi. The software will provide alternate trip booking/cancellations/ status interfaces up to and including:
1. Riders have the ability to receive trip notifications via phone call, text and email. Automated call-outs should be transmitted via phone call, text or email.
  2. The software will need to route next-day trips based upon the contractor's operational plan.
    1. The process will need to occur once the reservation lines are closed

- for the day (to route the entirety of the next day's trips) and be completed in a timely enough manner.
2. The contractor will need to ensure that the routing software provided meets all aspects of the operational goals of the contract.
  3. The contractor will need to ensure that the routing software provides statistical comparison on the efficiency of the generated routes on an hourly, daily, weekly, and monthly basis.
  4. The software must be able to accommodate booking and routing of pick-up reservations, appointment and PWD reservations.
- C. The contractor will insure that the hardware/software solution proposed is configured as a robust solution that will accommodate growth over the term of the contract as well as insuring proper backup controls.
- D. Access will be supplied with all the necessary equipment/software to monitor these processes at Access' administrative office.
- E. The software will be able to provide a complete transaction and tracking record of the Access trip (including GPS tracking) as required in the above contract standards. This record will contain all information needed as to be a complete billing record. It is only from this information that the Contractor will be able to submit billing information. In addition, the data will be able to be prepared to meet NTD (National Transit Database) reporting requirements under FTA regulations. The software will transfer all of the previous day's trip and GPS data via a text delimited file using "|" (pipe) as the delimiting field.
- i. The contractor will be responsible for the total interface cost of the text delimited file. Required data fields are listed in Attachment W
- F. SmartDrive is Access' event recording system that captures comprehensive vehicle data from triggered events. The SmartRecorder is triggered by an advanced process including an accelerometer that measures sudden movements such as swerving and sudden braking, and a speed sensor that determines when a driver exceeds a safe speed. The Contractor will access the recordings via SmartDrive's website upon notification of an incident to be reviewed. The Contractor will produce the required daily SmartDrive file which is sent to SmartDrive to identify drivers.
- G. The contractor is responsible for providing their own Payment Gateway system to process debit/credit card payments.
- i. Payment solution needs to be in compliance with PCI-PSS requirements. PCI-PSS certificate and Pen Test results need to be provided annual to Access for filing purposes.

- H. Rider 360 is Access' web-based application for task management and response. The Contractor will log into Rider 360 via the Internet website on a daily basis to check on any outstanding tasks. The Contractor should respond and close out the task by the due date or within a reasonable time if there is no due date. These tasks include:
  - i. Driver - To get more information or driver statement about a collision, incident, or complaint filed against the driver
  - ii. Lost and Found - To see if an item was found
  - iii. Reservationists/Dispatchers - To get more information or statement about a complaint filed against the call taker or dispatcher
  - iv. Rider Incident - This Sub Queue is on all Work Queues, but is not used in this Work Queue
  - v. Risk Management (RM): Access Risk Management specifically requests more about a collision or incident
  - vi. Trip - To get clarification about a trip like excessive travel time or routing
  - vii. Vehicle - When there is a question about a vehicle number or the condition of the vehicle
  - viii. FYI - non action tasks like commendations or for the provider to file for future
- I. Access reserves the right to switch the Rider 360 software to other solutions. At such time, contractor shall be notified of the change and shall work on data integration based on the new requirements.
- J. Other Hardware
  - i. Sufficient workstations will be procured to meet the operating requirements of this contract.
  - ii. Sufficient printers and other related equipment will be procured to meet the operating requirements of this contract.
- K. Contractor will conduct quarterly system health checks and record results to an electronic log accessible by Access staff
  - i. Power health check - Check electrical wiring and perform tests to ensure proper voltage is provided, including UPS units
  - ii. Network health check - Inspect switches and routers. Utilize an SNMP monitoring system to uncover any network bottlenecks or hidden viruses
  - iii. Hardware health check - Inspect all systems to ensure there are no component failures (e.g., disk drives or power supplies)
  - iv. Telecom health check - Perform weekly inbound TDD checks
  - v. Recordings health check - Check system to ensure it is recording. Also, restore a recording from backup to ensure backups are working

- vi. Dispatch System health check - Perform a failover test to ensure the standby system is operational
- L. The Contractor will be prepared to scale its information systems and related infrastructure throughout the term of this contract as required by service demand, including proposed option years. All costs regarding these requirements must be accounted for in the pricing proposal. Proposers also need to address cyber security practice relating to the various information systems and data environment at the Contractor site.
- M. Staffing
  - i. The provider will designate at least one on-site staff person (Network Administrator) that will be responsible for the Information Systems installed at the provider's facility.
  - ii. This staff person must have the requisite background and/or training to support these systems in a normal operational and general troubleshooting mode.
  - iii. This staff person and/or designated alternate must be available 24/7, 365 days of the year.
- N. Cyber Security Governance Plan
  - i. The contractor must implement a cyber security governance plan containing the following life cycles:
    - Roles and Responsibilities
    - Incident escalation flow
    - Cybersecurity Policies, Standards and Procedures
    - Cybersecurity awareness & training plan
    - Auditing and Monitoring
    - All Data at Rest and in Transit
    - Vehicle onboard data communication

## **Task 9                    Provide Vehicle Maintenance**

The Contractor is responsible for properly maintaining all vehicles, SmartDrive event recorder system provided by Access and for maintaining vehicles provided by the Contractor, or subcontractors, for use in Access service.

Requirements:

### **A. Maintenance Hours**

- i. All maintenance and repairs of vehicles will be completed in accordance with Access specified standards, whether performed by the Contractor or authorized subcontractors. Authorized subcontractors must follow the same guidelines of the Contractor and be inspected by the Maintenance Manager named by the contractor. Maintenance of Access equipment will be done at a time that will ensure maximum availability of vehicles for Access service. It is not the intent of this requirement to preclude necessary maintenance during normal hours; it is only to ensure that the maximum number of vehicles will be available for service during the peak periods. Maintenance personnel need to be on site during vehicle operation schedules to ensure someone is available if needed.

### **B. Vehicle Inspection by Access**

- i. Access, or its designee, may inspect the vehicles at any time either at the Contractor or subcontractor's location or while the vehicle is in service within the assigned Access service area. If, in Access' opinion, the vehicle does not meet the cleanliness or safety standards, it may be "red tagged," thereby preventing it from going into service, or it may be taken out of revenue service until such time as any problems associated with it have been resolved.

### **C. Daily Inspection**

- i. Each driver will do a daily pre-operational inspection that will comply with all state requirements for buses before taking any Access vehicle out of the yard (such reports will be performed on all revenue vehicles including sedans, mini-vans, buses and mini-buses). Trips may not be scheduled during the first 15 minutes of the driver's sign on time so that the inspection can be completed without undue rush. Trips found to be scheduled during the first 15 minutes of the driver's start on time will not be paid for by Access. If there are any defects noted, the driver must note such on the pre-trip inspection card. If no defects are noted, the driver must sign the pre-trip inspection card indicating such. Pre-trip inspection cards will be replaced on a daily basis. Any vehicle found in the pre-trip to have a safety-related defect must be repaired before being sent out on a revenue trip.
- ii. Vehicles with pre-trip inspection cards showing defects must be inspected and



appropriate action taken on items noted on the card. The mechanic must sign the pre-trip inspection card and the information must be transferred to a Shop Work Order. Pre-trip inspection cards showing defects must be dated and filed in chronological order for inspection and verifications purposes (CHP and Access). Pre-trip inspection cards showing defects will become a permanent part of the vehicle file and must be made available for inspection at all times.

- iii. Sub-contractor drivers are responsible for the daily inspection, maintenance and upkeep of their vehicles while the Contractor requires these drivers to report for inspections and/or submit maintenance documentation every 3500 miles/45 days.

#### D. Repair and Maintenance

- i. Access requires that all vehicles used in the Access service, regardless if they are provided by Access or the Contractor, are subject to preventive maintenance inspections (PMIs) every 3,500 miles or 45 day intervals, whichever occurs sooner, with a 500-mile window (not less than 3,000 or more than 4,000 miles) between preventive maintenance inspections. The work to be performed will meet the manufacturer's minimum requirements. All safety-related repairs must be completed before the vehicle is placed back in service. Originals of the reports will be kept in the individual vehicle file as reference for future PMIs and inspection by Access. Access will supply suggested preventive maintenance schedules and preventive maintenance Inspection forms for contractors to use. Contractor can use their own forms but must incorporate all items on the Access supplied forms
- ii. PMI reports will be in electronic excel database format and are subject to the approval of Access. Must include; Access vehicle number, Contractor vehicle number, date, odometer, Failure Code, Task ID, tasks (description), Time (labor, parts, total parts and labor, Collision cost.
- iii. Access-provided vehicles will not be placed in service if the vehicle has traveled more than 4,000 miles or 45 days since the last PMI.
- iv. The Contractor will use materials that meet or exceed the original manufacturer's specifications when doing any repairs to the vehicles. The lubricants used will meet or exceed the standards specified by the manufacturer.
- v. The Contractor will perform all necessary and required maintenance and repair work to Access-owned vehicles and SmartDrive event recorder camera system. The Contractor is responsible for all parts, consumables, maintenance labor, tires and other items necessary to maintain Access vehicles.
- vi. The Contractor will utilize a Shop Work Order Form, of its own format, subject to the approval of Access. The work orders will be filed in the individual vehicle records

file.

- (a) The information on this form will be accurate, including: date, description of work done, labor hours, employee name or clock number, mileage of vehicle at time of repairs and parts utilized for such repairs. The parts section on the work order will include: quantity, part description, unit costs and other charges.
- vii. The Maintenance Supervisor or designee, will review and verify all work performed and labor utilized and will make sure that all information needed has been entered on to the work order.
- viii. The cost of all preventive, routine, and major maintenance and repairs will be the responsibility of the Contractor.

E. Smog Testing

- i. Access vehicles will be emission-tested on a biennial basis, or as required by law. The Contractor will be responsible for the completion of inspection of all assigned vehicles. The Contractor is responsible for all costs associated with the inspection and necessary repairs.
- ii. Any vehicle, Contractor- or Access-owned, producing excessive smoke or visible emissions will be immediately removed from service and will not be permitted to operate until repaired.

F. Vehicle Cleaning

- i. All vehicles used in Access service will be cleaned on a daily basis. Daily cleaning will consist of the following:
  - 1. Clean all windows, removing all dust, fingerprints and head prints;
  - 2. Remove all dust from seats, dashboards, wheel wells, rails and ledges;
  - 3. Sweep or vacuum all floor areas; mop or clean all liquid spills;
  - 4. Vehicle must be free of all paper and debris;
  - 5. Repair all damaged seats; and
  - 6. Graffiti removal
- ii. The vehicle exteriors will be washed as necessary to maintain cleanliness. Vehicles will be subject to spot checks for cleanliness.

G. CalTrans DOT and California Highway Patrol (CHP) Inspections (If Applicable)

- i. CalTrans conducts a biennial monitoring visit. During this visit, 5310-funded vehicles are inspected; records documenting the maintenance and usage of these vehicles are reviewed. The inspection also includes the Contractor garage facility. If defects are noted by CalTrans, Access notifies the Contractor and requires it to send copies of receipts showing all required repairs corrected. (Who is doing the inspections of the vehicles funded through Metro 5310?)

- ii. Every 12 months, each Access vehicle may be inspected by the CHP as part of the annual CHP terminal inspection. The Contractor will be responsible for all repairs required to maintain vehicle certification. If operating regulated vehicles, the Contractor will request a terminal inspection with the CHP and notify Access of the inspection. If a vehicle fails to pass inspection, that vehicle will not be used until approved and/or passed by the CHP or Access. CHP report must be forwarded to Access within seven (7) calendar days.
- H. Inspection Discrepancy Reports
- i. From time to time Access will inspect Access certified vehicles. Vehicles found to be in an unsafe or unacceptable condition will be “red tagged” and removed from service. Vehicles with minor defects will be issued an Inspection Discrepancy Report. When Inspection Discrepancy Reports are submitted to the Contractor by Access, all noted open repair items will be completed within 45 days or at the next PMI, whichever occurs first. The completed discrepancy sheet will be returned to Access when work has been performed. The PMI will be incomplete if items listed on discrepancy sheets are not corrected.
- I. Collision Repair
- i. The Contractor will promptly repair damaged vehicles; Access must approve all outside body shops used to repair Access owned vehicles. The Contractor must keep a collision repair log which will include all costs associated with repairs. The Contractor will submit copies of these logs on a quarterly basis to the Access Risk Management Claims Analyst or other designated person. These logs will be submitted as follows:
    - Jan/Feb/Mar    Submit by April 30
    - Apr/May/Jun    Submit by July 31
    - Jul/Aug/Sep    Submit by October 31
    - Oct/Nov/Dec    Submit by January 31
  - ii. Body damage is the sole responsibility of the Contractor and will be repaired within one (1) month from the date of the collision. Vehicles with significant body damage or any safety damage will not be used in Access service.
  - iii. Access-assigned vehicles that are considered totaled will be subject to an independent loss evaluation. The Contractor will have thirty (30) days from the date of the evaluation to remit the remaining cost of the vehicle to Access. After thirty (30) days the cost of the vehicle will be deducted from the Contractor’s payment for services.

- iv. Maintenance Transportation
  - (a) If maintenance or warranty repairs are to be performed at locations other than the Contractor's premises, the Contractor will transport the vehicle, at its cost, to and from the repair location.
  - (b) If the vehicle sustains major physical damage in which it is likely to be deemed a total loss, the contractor will not remove any parts from the vehicle until approved in writing by Access or until authorized in writing by the designated insurance company. Failure to comply will result in Contractor reimbursing Access the cost of missing or damaged items.
- J. Vehicle Fleet and Taxi Inspection Audit
  - i. Access shall conduct regular inspection audits of the fleet (both Access owned and contractor and subcontractor provided) and taxis, including records. Any deficiencies noted in the inspection shall be fixed or addressed immediately. As a result of such inspection, Access may require a vehicle be removed.

## **Task 10. Maintain, Prepare, and Submit Records and Reports**

- i. The Contractor will provide accurate monthly reports outlining and detailing Access service characteristics, analyzing and interpreting the statistics, and projecting future service trends.
- ii. Billing and Type of Service:
  - (a) Access will pay the Contractor for the performance of the Services as provided herein. A trip is defined as each time an Access certified passenger boards a vehicle operating in revenue service. Personal Care Attendants (PCA) and Companions / Guests do not count as passenger trips. Access will pay all properly documented and executed invoices submitted by the Contractor net thirty (30) days upon receipt.
  - (b) Records and Reporting
    1. The Contractor will provide for the following:
      - The Contractor will maintain all permanent project records as requested by Access;
      - The Contractor will maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for Access under this Contract on file for at least seven (7) years following the date of final payment to the Contractor by Access. Any duly authorized representatives of Access will have Access to such records for the purpose of inspection, audit, and copying at reasonable times during the Contractor's usual and customary business hours;
      - All project records prepared by the Contractor will be owned by Access and will be made available to Access upon request and at no additional charge;
      - Operating and financial reports, in the approved format by Access will be provided either semi-monthly and/or monthly to Access;
      - The Contractor will certify as accurate all information given to Access;
      - All revenues received and expenses incurred in the performance of this Contract will be recorded in an account separate from those used for other business activities or related entities of the Contractor and will be subject to audit;
      - The invoice for services rendered will be prepared in a format

approved by Access. All reports, trip sheets, invoices, and electronic submissions containing this data must be submitted within fifteen (15) calendar days after the end of the semi-monthly billing period or operating month to receive reimbursement for service provided within 30 days. Invoices may not be paid until monthly operating data is submitted and accepted by Access.

iii. **Vehicle Maintenance Data Collection and Reporting Requirements**

(a) The Contractor is to develop, with the approval of Access, the following forms:

1. Pre-trip Inspection Card;
2. Preventive Maintenance Inspection Reports;
3. Shop Work Order;
4. Dispatch Logs;
5. Report of Trouble (Road Call) Reports;
6. Vehicle PMI detail report inclusive of the PMI schedule for the month, actual vehicle mileages and dates of work performed;
7. Monthly Maintenance Summary (see Attachment I for form to be utilized); and
8. The Contractor is to submit the following Maintenance Report at the end of each month (use form as per Attachment I):
  - Vehicle and maintenance summary to include total number dedicated vehicles, total number of non-dedicated vehicles, average mileage by vehicle type, average miles between PMI's, average mileage between road calls, fuel consumption, and total road calls.
  - Summary, by vehicle, of the total maintenance hours, parts purchased associated costs and subcontractors work performed on all Access vehicles. This information, as well as requested vehicle data, will be submitted to Access as part of the monthly report.
9. All forms to be developed by the Contractor will be submitted to Access for approval prior to use.

(b) Retention Schedule

1. Report 1 (above): Reports from the drivers showing vehicle defects will be a permanent part of the vehicle file. Reports about will be kept for a minimum of 30 days.

2. Preventive Maintenance Inspection Reports and Shop Work Orders: Copies will be a permanent part of the vehicles files.
3. Reports 1 and 2 (above): Copies will be a permanent part of the vehicles files.

(c) Vehicle Monthly Reports

1. The Contractor will prepare and submit to Access monthly reports for the Operations and Accounting Departments. The report will be submitted within fifteen (15) calendar days after the end of the operating month to receive reimbursement or adjustments for service provided during the prior month. The format to be used for the operating reports and monthly summaries will be electronic Excel based subject to approval of Access.
2. Elements of the Vehicle Operations Report will include:
  - A summary of operations, including significant achievements and problems, total miles operated, number of collisions and incidents and frequency of collisions and incidents on a per 100,000 mile basis, number of denials, vehicles/maintenance including vehicle performance and maintenance practices, number of preventive maintenance inspections (PMIs), average mileage on Access-owned vehicles and other related issues, customer satisfaction including a summary of complaints/commendations and a summary of recommended actions to improve service, solve problems, etc.

(d) Certified Drivers/Vehicles

1. Maintain an accurate listing of all non-Access vehicles used in Access service identified by vehicle number and VIN and a listing of all drivers who were used in the provision of Access service identified by name and a unique, company assigned driver identification number (badge number) within Access' provided software. The type of employment status (i.e. direct employee, independent contractor or lease driver) should also be included. Access will conduct the audit of the certified drivers by examining the training records of drivers listed on the original and updated driver lists (see Attachment J.) Access will conduct the audit of the certified vehicles by comparing the vehicle number to the updated database supported by the Fleet Operations Department. After the monthly report has been submitted by the fifteenth (15th)

calendar day, no corrections will be allowed to the certified driver list or the certified vehicle list.

2. Corrections to the driver database prior to the submission of the monthly operating report will be accepted. The use of non-certified drivers may result in the denial of payment for their trips or service hours.
3. Corrections to the certified vehicle database through Fleet Operations prior to the submission of the operating month report will be accepted into the vehicle database. Use of non-certified vehicles may result in denial of the payment for those trips.

4. Transmission of Electronic Maintenance Data

The Contractor will utilize a maintenance system that will allow for the export of all maintenance related data via an ODBC compliant interface.

5. Collision Reporting and Insurance Requirements

All Collision and incidents must be reported to the Access Customer Support Center immediately per the attached Access Risk Management Procedures. If applicable, each event must be reported to the Contractor's insurance carrier or third party Claims Administrator. Failure to report as outlined below may result in penalties assessed against the Contractor.

a. Immediate Notification

Access is to be immediately notified of any occurrence arising out of performance of the services provided, of incident or accident that results in:

- i. Fatality
- ii. Any property damage
- iii. Any alleged bodily injury
- iv. Allegations of sexual harassment or rape
- v. Assaults, thefts, and other wrongful acts
- vi. Collision between an eligible Access vehicle and another vehicle, person or object
- vii. All Incidents that occur inside the Access vehicle or outside the perimeter of the Access vehicle, including health emergencies
- viii. Passenger incidents (including but not limited to falls) involving passengers who are in proximity to, entering, occupying, or exiting the vehicle. These include incidents



where the passenger signs a medical waiver.

- ix. Trip disturbances, passenger fainting or sickness
- x. Vandalism to Access-owned vehicles
- xi. Passenger complaints of discrimination, injury or property damage or other circumstances likely to result in the filing of claims against the service Contractor, Access and/or Access' Customer Service, or Access Certification and/or Appeal Contractors
- xii. Any passenger, driver and/or service complaint arising from a collision or accident.

#### Notification Defined

Upon the being notified of a collision/incident, the Contractor shall:

- a. Gather pertinent information related to the collision/incident.
- b. If the collision/incident does not involve a fatality, multiple people being transported to the hospital, or a missing rider, contractor shall:
  - i. Notify the Access Road Safety Inspectors (RSI) by radio: "This is <contractor name> to any available Access RSI."
  - ii. If an RSI responds:
    - RSI will confirm notification of the collision/incident via radio.
    - RSI will contact the contractor for additional information and to inform if they can respond to the scene.
    - Contractor shall submit a Collision/Incident report within 24 hours.
- c. If an RSI does not respond and the collision/incident involves a missing rider, fatality, or multiple persons being transported to the hospital from the scene, the contractor shall:
  - Contact the Senior RSI and provide information gathered.
    - If the Senior RSI does not answer, leave a message and contact the regional Project Administrator (PA).
    - If the regional PA does not answer, leave a message and contact the Operations Manager.

- If the Operations Manager does not answer, leave a message.
  - i. Contractor shall call OMC and provide the notification of the collision/incident.
  - ii. Contractor shall submit a Collision/Incident report within 24 hours.
- c. If an RSI does not respond and the collision/incident does not involve a missing rider, fatality, or multiple persons being transported to the hospital from the scene, the contractor shall:
  - Contractor will call the OMC and notify of the collision/incident.
  - Contractor shall submit a Collision/Incident report within 24 hours.
- Injuries/Damages
  1. Where there are any injuries/potential injuries or damages/potential damages to public utilities, determine which emergency response agency to contact and contact that agency immediately, relaying critical information so that emergency response to the scene can be sent: (Wouldn't you just call 911?) (Also, isn't this in the RM policies and procedures?)
    - Los Angeles County Sheriff
    - CHP
    - Ambulance
    - Police
    - Fire Department
    - Electric
    - Gas
    - Telephone
    - Other (traffic control sign or signal, bus shelter, etc.)
- Information/Courtesy Cards
  1. In the event of an incident/collision, the Contractor will follow the procedures outlined in the Access Services Risk Management procedures.
  2. Contractors will not misrepresent their independent contractor status

under any circumstances. Contractors are independent contractors and not agencies or extensions of Access.

3. If the incident or collision is a Contractor indemnified or Insured incident or collision pursuant to the Contract, upon notification of any injury arising from such an incident or collision, the Contractor or their insurance claims representatives agree to contact the injured parties within 24 hours of the notification.

- Rider Collision/Incident Reports

1. Collision/incident complaints called in by customers or others that are received through Access' Customer Service or other departments are forwarded to Access' Risk Management Department. Those complaints will then be forwarded to the appropriate Contractors via a R360 ticket; the Contractor shall submit completed forms below (see Attachment L):

Driver Collision/Incident Report

Provide Management Report for Collisions/Incidents

Witness Report Form

Medical Treatment Waiver

Collision Diagram

2. These forms shall be completed within 24 hours and, if applicable to the collision or incident, also forward claims to their insurance carriers and third party administrators, if other than an auto liability claim.
3. If the collision or incident is Contractor insured and/or indemnified, the Contractor, their insurance carrier or third party claims administrator will submit follow up status reports on all injury claims to a dedicated fax machine and then forward to the Access Risk Management Claims Analyst.
4. Contractors are to furnish the name and contact information of the individual in their company who will be responsible for investigating alleged claims submitted to them by Access' Risk Management Claims Analyst. These will be submitted in follow-up to claims which are directly submitted to Access by customers and other individuals alleging injury or property damage, which would be the responsibility of Contractor. Access will disseminate the name and

telephone number submitted by Contractor to customers and other persons who need claim information and/or wish to make a claim. An unattended phone answering machine is unacceptable.

5. The objective is to direct an individual to the appropriate contact to resolve their issues with minimal delay.
  6. Contractors, as independent contractors, will make every effort to resolve claim-related matters quickly and professionally.
  7. All claims that allege injuries are to be reported immediately to insurance carriers and/or third party administrators.
  8. Contractors may not dismantle any portion of an Access owned vehicle until settlement with the insurance company is reached. Until this occurs the vehicle is still the sole property of Access.
  9. Contractors must submit all collision/incident information on Access approved reporting forms. All reporting is to be done on Access approved forms (Attachment L). In the event that completed forms are not able to be submitted in the time frames listed above, completed form must be submitted within 24 hours of initial notification. Failure to comply may result in penalties assessed.
  10. Contractors will keep all records of all incidents/collisions reported to them by Access or otherwise in driver's files as well as the resolution to those complaints.
  11. If the collision or incident is a contractor insured and/or indemnified event and the contractor fails to provide payment to customers for such items as medical expenses or property damage, Access, at its discretion, will provide payment to the customer and bill the Contractor for those amounts.
  12. Contractor agrees that Access Risk Management personnel have full rights to information sharing regarding any collision or incident that occurs while performing Access service. This includes but is not limited to Access having direct contact with Insurance Brokers, Third party Claims Administrators, Insurance adjusters, and Insurance Company appointed attorneys. Contact includes verbal, electronic, and written communication.
- Vehicle Listing
    1. Current proof of insurance on all Access vehicles and all Contractor vehicles certified for Access must be on file at all times with Access'

Risk Management Claims Analyst. Proof of insurance will consist of certificates of insurance scheduled with vehicle listing as well as actual endorsements issued by the insurance carriers providing coverage.

2. These lists should be submitted as often as necessary to ensure records are up-to-date. Contractors will cause their insurance carrier to submit proof of insurance and current vehicle listings when requested by Access. When requested by Access, the Contractor will also forward to Access' Risk Management Claims Analyst complete copies of any and all insurance policies.

- Explanation of insurance definitions and rating categories

1. Refer to article 14.0 of the sample contract (Attachment C) for specific insurance requirements regarding Auto Liability and Collision, General Liability, Property Floater, Professional Liability, Employment Practices Liability and Workers Compensation insurance.

2. A.M. Best Secure Rating Categories:

A and A- (Excellent) - Assigned to companies which have, on balance, excellent balance sheet strength, operating performance and business profile when compared to the standards established by the A.M. Best Company.

B++ and B+ (Very Good)-Assigned to companies which have, on balance, very good balance sheet strength, operating performance and business profile when compared to the standards established by the A.M. Best Company.

Financial Size Categories (FSC) - Assigned to all companies and reflects their size based on their capital, surplus and conditional reserve funds in millions of U.S. dollars, using the scale below.

FSC I	Less than 1
FSC II	1 to 2
FSC III	2 to 5
FSC IV	5 to 10
FSC V	10 to 25
FSC VI	25 to 50

FSC VII	50 to 100
FSC VIII	100 to 250
FSC IX	250 to 500
FSC X	500 to 750
FSC XI	750 to 1,000
FSC XII	1,000 to 1,250
FSC XIII	1,250 to 1,500
FSC XIV	1,500 to 2,000
FSC XV	Greater than 2,000

3. Commercial General Liability Policy - This policy is also referred to as CGL covers liability exposure by providing the following coverage's:
4. Bodily Injury & Property damage- situations in which the insured is legally liable to others for bodily injury or property damage. The liability can arise from the insured's premises, operations, products, or completed operations. Various coverages are included such as contractual liability.
5. Personal injury and advertising injury- this covers liability for such offenses as libel slander, false arrest and some advertising offenses.
6. Medical payments- this is a no-fault type of accident coverage that applies to medical expenses incurred by others as a result of accidental bodily injury on the insiders' premise or arising out of the insured's off premises operations.
7. The CGL policy has many exclusions such as one for professional activities (which may be covered under a professional liability policy)
  - a) Professional Liability Insurance - Professional liability claims typically allege an error or omission in rendering or failing to render professional services. These policies cover defense costs and liability imposed on the organization because of acts, errors or omissions in the conduct of your profession. Coverage does not apply to losses arising out of hazards that general liability insurance usually covers.

- b) Workers Compensation Insurance - Workers Compensation insurance contains two forms of coverage, known as coverage A & B. Workers' Compensation is governed by applicable state statutes and pays those amounts that an employer is required to pay for medical expenses, lost wages and other benefits for injuries that occur on the job. Coverage B (Employers liability) is not the same as employment practices liability. This provides coverage in the event you negligently cause a workplace injury that is not covered by the workers' compensation system, there are exclusions, however, and such 132A claims (serious & willful and discrimination) are separate and distinct from claims for workers compensation benefits.
- c) Employment Practices Liability Insurance (EPLI) - Employment Practices Liability Insurance (also known as EPLI). This insurance protects employers from lawsuits brought by employees for various employment-related wrongful actions.

## **Task 11 - Provide Customer Service**

- A. Complaint Investigation:
  - i. The Contractor is expected to deliver safe, reliable, and quality service to Access customers at all times. Customer feedback from complaints and commendations is important to Access and the contractor, because it provides insight to customers' experience when using Access. Access Customer Service maintains a database of customer comments via the Rider360 database, and processes complaints by issuing "Rider360 Tasks" to the contractor for investigation and response. The tracking information from this process will form the basis for assessing liquidated damages. It is imperative that the contractor processes the assigned tasks in a timely manner by reviewing each task carefully, investigating the issue(s), and documenting the findings, before closing out each task. Failure to properly investigate and respond to the assigned tasks will result in the assessment of liquidated damages.
  - ii. Customer Satisfaction and service quality is essential for Access customers. The number of valid service complaints should be minimal and shall not exceed 4.0 complaints per 1,000 trips, per month. Likewise, all tasks related to customer complaints must be investigated. Tasks that require a response from Access Customer Relations staff should be closed within 3 business days and all other tasks closed within 9 business days. Investigations shall include providing a detailed summary of findings related to the issues identified in the complaint; any staff involved should be documented, driver/ call taker statements shall be provided, and recorded calls shall be provided.
- B. Provide Community Relations:
  - i. The Contractor will assign a liaison to respond to customer concerns. Additionally, the assigned staff will keep Access' Project Administrator and Customer Relations apprised of critical issues.
  - ii. The Contractor will assign a liaison to participate in community events and to maintain positive relationships with the staff at major ridership generators.
  - iii. The Contractor will interact with customers whenever necessary in order to resolve persistent customer issues.
- C. Operations Monitoring Center
  - i. The Operations Monitoring Center (OMC) delivers assistance to customers when they are experiencing real-time issues with their trips or the service provider. The OMC and the Contractor will work together to resolve real-time service needs. When/if a customer is stranded or their health safety or security may be jeopardized, OMC will request assistance from the Contractor or dispatch a back-up trip to assist



the passenger. The cost of a back-up trip may be charged back to the Contractor.

D. Minor Incident Reports and Change of Equipment Forms:

- i. Minor Incident Reports and Change of Equipment Forms shall be sent to Access within 24 hours in the required format.

## Task 12 - Attain Performance Standards

The Contractor is required to attain certain levels of performance. Applicable regulations prohibit "capacity constraints" in a complementary ADA paratransit system, as that term is defined. Such capacity constraints include patterns and practices that significantly limit the availability of the service to eligible persons. For this reason and in order to assure good service, Access has adopted performance levels or goals. See Attachment X for the Penalty Table Summary.

- A. Performance Standards - The Contractor will strive at all times to provide service in a manner that will (i) maximize safety and customer service; and (ii) comply with all applicable laws. With these concepts in mind, the following goals are intended to be an expression of what is reasonably attainable as opposed to the minimum required by law:
  - i. On-time Performance:
    - (a) Obtain and maintain on a consistent basis an average on-time trip origination (pick-up) arrival rate of 91% or better, using a 20-minute arrival window and without regard to whether the cause of lateness is within the control of the provider.
    - (b) A trip arrives when it is at the curb at the location of trip origination as opposed to the time when the passenger is secured within the vehicle. A trip is late when a vehicle arrives at the trip origination location after the arrival window. Accordingly, a trip that arrives before the arrival window is not late but may have to wait for the customer up to five (5) minutes after the beginning of arrival window ("dwell time") if the customer is not present when the vehicle arrives or declines to load early. The "dwell time" may be extended where, five (5) minutes after the beginning of the arrival window, a customer is within the eyesight of the vehicle operator and is clearly making his/her way to the vehicle. The time must be extended to allow the passenger time to complete boarding of the vehicle.
    - (c) On Time Performance (OTP) will be calculated using "adjusted" and "OK" geo-validated OTP numbers reported by software designated by Access.
      - (a) Excessively Late Trips: Excessively late trips are trips in which the customer is picked up 46 minutes or more after the close of the arrival window. The Contractor should not have a pattern or practice of substantial numbers of excessively late trips. Excessively late trips should not exceed 0.1%.
      - (b) Telephone Hold Times: For reservation and ETA queue calls the monthly average initial hold time will not exceed two (2) minutes. For reservation calls, 95% of the calls should not exceed an initial hold time of 5 minutes. For ETA calls, 90% of the calls should not exceed an initial hold time of 5

minutes.

- ii. Average Initial Hold Time: The average amount of time, in seconds, that reservation calls are on hold before being answered should not exceed 120 seconds.
- iii. Customer Service/Complaints: Customer satisfaction and service quality is essential for Access riders. The number of customer complaints should be minimal and should not exceed 4.0 complaints per 1,000 trips. Likewise, all tasks related to customer complaints must be investigated. Tasks that require a response from Access Customer Relations staff should be closed within 3 business days, and all other tasks closed within 9 business days. Investigations should include providing a detailed summary of findings related to the issues identified in the complaint; any staff involved should be documented, driver/call taker statements included, and recorded calls should be provided. The contractor, based on their investigation, shall make a determination if each complaint is valid, inconclusive, or invalid.
- iv. Preventable Collisions: Preventable collisions, as determined by Access and adjusted for severity, should not exceed 0.5 per 100,000 miles.
- v. Preventable Incidents: Preventable incidents, as determined by Access and adjusted for severity, should not exceed 0.25 per 100,000 miles.
- vi. Preventive Maintenance Inspections (PMI): Access requires that 100% of PMIs be done on all revenue vehicles, within the required intervals.
- vii. Miles between Road Calls: Road calls, a measure of quality vehicle maintenance, should be kept to a minimum, and Access requires that miles between road calls shall be greater than 25,000 on average.
- viii. Drug & Alcohol Audit: Failure to fully resolve the identified program deficiencies (provide corrective action plan, including corresponding documents) within the allocated time frame will result in a formal finding of non-compliance, subject to a financial penalty.
- ix. Missed Trips: Missed trips are defined as (1) scheduled trips where the vehicle does not show up, (2) scheduled trips where the vehicle arrives outside of the on-time window and the rider isn't present or cancels the trip, and (3) scheduled trips where the vehicle fails to dwell for five minutes and the vehicle leaves without the rider. Missed trips should be kept to a minimum, and should not exceed 0.75% of scheduled trips.
- x. Excessive Travel Time: Travel time of Access vehicles should be comparable to riding fixed route service. Travel time comparisons use the Metro trip planner and include the time needed to go to/from a bus stop and wait time for transfers. Travel

time on Access should be comparable or better than fixed route travel, within 20 minutes, at least 95% of the time.

- B. Performance standards will be measured and reported monthly and most liquidated damages will be applied quarterly when performance standards are not met.
- C. See Attachment X for summary of performance standards and corresponding liquidated damages.