

San Francisco Paratransit

Request for Proposals

Paratransit Van Services:

**SF Access, SFMTA Group Van,
DAAS Group Van, and DAAS Shopping Shuttle**

No. 11-5936-001

February 14, 2011

Mandatory Pre-Proposal Meeting: Thursday, February 24, 2011 (2 pm PST)

Submission Deadline: Friday, April 1, 2011 (noon PST)



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1 INTRODUCTION

Veolia Transportation Services, Inc (Veolia) invites interested and qualified parties to submit proposals for SF Paratransit van services, as described in this Request for Proposals (RFP). It is critical that interested firms pay close attention to all sections of this document. The language in this document and subsequent amendments, if necessary, supersedes any other language, instructions, directions, guidelines or other information relative to this project that may be acquired through a different source.

Veolia manages the San Francisco Paratransit program on behalf of the San Francisco Municipal Transportation Agency (SFMTA), and is referred to as the “Broker.”

The basic objectives of the San Francisco Paratransit program include:

- Provide door-to-door transportation serving all eligible requests from certified riders; and
- Meet performance objectives established by SFMTA; and
- Assure that service is safe, reliable, compliant with all service requirements, the Americans With Disabilities Act of 1990 (as amended), federal, state, and local regulations; and
- Assure that service is provided in the most cost-effective and efficient manner.

Through this procurement, four types of paratransit service are being sought for purchase for a period of five years with provision for optional extension up to five (5) years, either as individual one (1) year options or a single five (5) year option. San Francisco Paratransit, in consultation with SFMTA, shall have the sole right to exercise any option. The services are provided only to ADA paratransit eligible riders, except where otherwise noted:

1. SF Access: pre-scheduled ADA-compliant van service. Day-before reservations are required with the exception of consumers whose trip needs are routine, and therefore have standing reservations (subscription trips). SF Access service is available seven days a week, 24 hours per day.
2. SFMTA-funded Group Van service: subscription group services provide pre-scheduled group transport to adult day health care and social service agencies.
3. Department of Aging and Adult Services (DAAS)-funded Group Van service: subscription group services provide pre-scheduled group transport to adult day health care and social service agencies.
4. DAAS-funded Shopping Shuttle Service: limited subscription group services providing pre-scheduled grocery shopping trips to local stores.

Proposers may opt to propose on all or any combination of the services listed above. Each service must be priced separately see Subsection 7.2, Cost Proposal. Reimbursement shall occur solely on a per certified-rider trip basis. Award of contract under this solicitation will be

made on a “best value” basis to one SF Access contractor and one or more Group Van contractors.

This RFP does not commit San Francisco Paratransit to awarding a Contract. Proposers shall bear all costs incurred in the preparation of the Proposal and participating in the Proposal process. San Francisco Paratransit reserves the right to withdraw the RFP at any time, the right to reject any and all Proposals, the right in its sole discretion to accept the Proposal it considers most favorable to San Francisco Paratransit’s interest, and the right to waive minor irregularities. San Francisco Paratransit further reserves the right to reject all Proposals and seek new Proposals when such procedure is reasonable and in the best interest of San Francisco Paratransit.

2 SCHEDULE OF EVENTS THAT GUIDE THE RFP PROCESS

San Francisco Paratransit intends to adhere to a schedule in the procurement of and contracting for these services. It shall be understood by all proposers that despite the best intentions of the Broker, delays may ensue and consequently, the schedule could be affected. The Broker shall make every effort to keep all interested individuals and entities informed as to changes in the schedule.

At the time of issuance of this RFP, the schedule which will govern this process shall be as follows:

February 14, 2011	Issue RFP
February 24, 2011	Mandatory pre-proposal meeting
March 1, 2011	Written questions due
March 8, 2011	Written response to questions
April 1, 2011	Proposals are due
April 4, 2011	Start of proposal evaluation period
April 18 - 22, 2011	Oral presentations as needed (1 hour each)
May 15, 2011	Issuance of Notice to Proceed to contracted service providers
August 15, 2011	Start-up and first day of service

NOTE: All updates and addendums will be posted to the SF Paratransit Website and your attention to that website is required to access this information. The website address is:

www.sfparatransit.com

3 PUBLICATION OF REQUEST FOR PROPOSALS

The following notice will be advertised locally in the San Francisco Chronicle newspaper and nationally in Passenger Transport magazine:

Request for Proposals

San Francisco Paratransit

ADA Paratransit, Group Van, and Shopping Shuttle Van Transportation Services

RFP No. 11-5936-001

Veolia Transportation Services, Inc., the paratransit Broker for the San Francisco Municipal Transportation Agency (SFMTA), is soliciting responses to a Request for Proposals (RFP) dated February 14, 2011, from qualified transportation providers willing to operate paratransit services originating and terminating within the approximate 49 square miles that compose the City/County of San Francisco including Treasure Island, designated portions of northern San Mateo County, and the Marin Headlands. Service is currently projected to begin on or around August 15, 2011. Services to be provided include paratransit services that comply with the Americans with Disabilities Act (ADA) of 1990 for eligible disabled riders unable to use the fixed-route Muni system available to the general public, non-ADA group van services for both SFMTA and San Francisco Department of Adult and Aging Services (DAAS), and DAAS shopping shuttle services.

Copies of the RFP may be obtained from the SF Paratransit website, <http://www.sfparatransit.com/DoingBusiness.aspx>., beginning Monday, February 14, 2011. **A mandatory pre-proposal conference will be held on Thursday, February 24, 2011, at 2 pm local prevailing time at 68 12th Street, San Francisco, CA, 1st Floor, Main Conference Room.** Prospective bidders are cautioned that attendance at the pre-proposal conference is a pre-requisite for submitting a proposal. Interested parties are asked to fax a copy of any questions regarding this procurement prior to the pre-proposal meeting to: Mr. Kent Hinton, Contracts Administrator @ (415) 351-3134. You may also e-mail him at kent.hinton@veoliatransportation.com. Questions received after the mandatory pre-proposal conference must be submitted in writing and received on or before Tuesday, March 1, 2011, at 4 pm local prevailing time.

The deadline for proposal submission is 12:00 noon, local prevailing time on Friday, April 1, 2011. Proposals not delivered by the deadline and in accordance with the instructions in the RFP will be deemed "nonresponsive" and discarded.

4 BACKGROUND INFORMATION

SFMTA has offered paratransit services through its SF Paratransit program for the City and County of San Francisco since 1978. Since its inception, private providers under contract have performed all trips first for SFMTA and since 1983, for SFMTA's paratransit Broker.

In 1983, SFMTA contracted with its first Broker, the U.S. Human Resources Corporation (HRC), a private firm. In 1991, SFMTA awarded the paratransit Broker's contract to Cerenio Management Group (CMG). As a result of a competitive procurement process, Veolia has been under contract to the SFMTA as the SF Paratransit Broker, since April 2000. SFMTA recently entered into a new, five-year contract with Veolia on April 1, 2010.

The purpose of the paratransit Broker is to oversee and manage the day-to-day delivery of paratransit services on behalf of SFMTA. This includes contracting directly with service providers for the actual delivery of paratransit services. Currently, the Broker's office is located at 68 12th Street, San Francisco, 94103.

In addition to the van services being solicited through this RFP, the SF Paratransit program also offers paratransit taxi service and a grocery shopping shuttle service, Shop-a-Round.

Local taxi companies under contract to the Broker perform approximately 51% of all paratransit trips. A small portion of taxi service is delivered using wheelchair accessible ramp taxis. Presently, City and County of San Francisco (CCSF) ordinance requires that all San Francisco taxi companies participate in the paratransit program subject to compliance with SFMTA paratransit program guidelines and requirements. The taxi services are not part of this RFP and this information is presented only to allow proposers to understand the breadth of the San Francisco Paratransit Program.

The Shop-a-Round is a new, grant-funded grocery shopping service which began July 1, 2010, as a two-year pilot program. The purpose of the Shop-a-Round service is to provide transportation to grocery shopping for qualified riders residing in designated public housing complexes and low income neighborhoods that don't have significant grocery shopping opportunities. In addition to the residency requirements of the program, qualified riders must meet disability or senior age requirements. The initial providers of this shopping shuttle service are Mobility Plus Transportation and Centro Latino de San Francisco. The monthly ridership goal during the pilot project is 2,800 unlinked passenger trips. The Shop-a-Round service is not part of this RFP and this information is presented only to allow proposers to understand the breadth of the San Francisco Paratransit Program. This service is separate from the DAAS shopping shuttle service that is being solicited as part of this RFP.

The SF Paratransit program maintains M.O.U.s with the Bay Area Rapid Transit District (East Bay Paratransit) and the Marin Senior Coordinating Council (Whistlestop) for the coordination and reimbursement of inter-county paratransit trips. SF Paratransit reimburses East Bay Paratransit and Whistlestop for the portion of inter-county service operated, respectively, within the City and County of San Francisco, but outside of the ADA service area of the other paratransit service agency.

SFMTA obtains input from the riding public through various forums including the Paratransit Coordinating Council and its subcommittees which have a number of regularly scheduled meetings. Some of these meetings include:

- The Paratransit Coordinating Council Executive Committee;
- PC&O SF Access Subcommittee – composed of SF Access consumers, providers and PCC members;
- PC&O Taxi/Ramp Taxi Subcommittee – composed of taxi/ramp-taxi consumers, taxi industry representatives and PCC members;
- PC&O Group Van Subcommittee – composed of social service agency representatives whose clients use group van service;
- MAAC – the Muni Accessibility Advisory Committee, concerned primarily with fixed-route services and accessibility issues related thereto;
- Other forums for input including other government advisory bodies, such as the Long Term Care Advisory Committee, and specific meetings scheduled as needed with dialysis centers, patrons and public officials.

Input is also regularly received from the DAAS relative to both DAAS group van services and regular ADA paratransit services offered through the San Francisco Paratransit Program serving certified riders, the majority of whom are seniors. SFMTA also obtains input from the riding public through Mayor's Disability Council, which – advises the Mayor's office on disability issues including but not limited to transportation.

5 SERVICES BEING SOLICITED

5.1 DESCRIPTION OF SERVICES BEING SOUGHT

The SF Paratransit service area comprises approximately 49 square miles, which encompasses the city/county of San Francisco. In addition, the service area includes Treasure Island, Marin Headlands on Sundays and holidays, and certain portions of Northern San Mateo County. These portions of Northern San Mateo County are bounded in the south by School Street, and include such landmarks as the Daly City BART Station, Westlake Shopping Center, and Top of the Hill, Daly City. Common transfer points to RediWheels, which will transport riders into San Mateo and beyond, include Stonestown Shopping Center on 19th Avenue, and the Daly City BART station.

Each service being solicited is described in its own section, and additional information is provided in Exhibit 1, Rider's Guide #1 and Exhibit 4, SF Paratransit Rules of Operation.

5.1.1 SF Access

SF Access is the ADA complementary paratransit service to SFMTA's Muni fixed-route bus system, as required by the Federal Transit Administration rules implementing the ADA. SF Access comprises approximately 16% of all SF Paratransit trips. SF Access service provides traditional pre-scheduled, door-to-door shared ride services. Riders can pre-schedule trips one to seven days in advance. The SF Access service consists of two (2) modes (ambulatory & wheelchair). Included in the wheelchair mode are "stair assist" trips, discussed further below. Since SF Access wheelchair and ambulatory ADA modes will be provided together, these two modes should be proposed together but priced distinctly. The wheelchair mode is for consumers who use wheelchairs or scooters and specifically need lift-assisted service. The ambulatory mode is for individuals who do not use wheelchairs or scooters, but may in limited cases still need lift-assistance to board a vehicle. Approximately 40% of SF Access trips are provided by the wheelchair mode, which includes regular wheelchair and stair-assist wheelchair trips.

There is a small component of SF Access wheelchair service called "stair-assist." Stair-assist trips account for approximately 1% of all SF Paratransit service (19% of all SF Access wheelchair trips). These are trips where a wheelchair user is transported up/down exterior stairs. While this is essentially "non-ADA" service, it is a service component being purchased as part of the ADA SF Access wheelchair mode. An entity must propose all these components to be considered for a SF Access contract. More information about stair-assist service can be found in our Paratransit Rules of Operation found in Exhibit #4 of this proposal.

5.1.1.1 SF Access Service Days and Hours

The SF Access program, service is required to be available 24 hours per day, seven days per week, including all holidays. Generally, most demand for service is between 4 am and 1 am the following day; however, 24 hour availability is consistent with SFMTA's fixed-route service availability.

5.1.1.2 SF Access Fares

Currently the fare is \$2 per one-way trip for SF Access service. The rider may either pay the trip with cash (exact change) or a ticket which can be purchased from the San Francisco Paratransit office. Escorts or guests pay the same fare as certified riders; attendants do not pay a fare.

Collection of the proper fare and secure handling of SF Access fares are the provider's responsibility. Service provider shall not transport any rider who has not paid the fare unless otherwise directed to by the Broker. During the check-in process, Provider shall ensure that all collected fares are properly coded for each completed trip.

The SF Access provider(s) shall be responsible for ensuring all fares are collected and properly accounted for. Service invoices submitted by provider shall indicate a deduction of all cash fares retained by provider. (The fares collected for escorts/guests must be accounted for and offset against monies owed to provider for services rendered.) Provider shall submit all tickets collected for payment to avoid a cash deduction. Provider will not be reimbursed or credited in any way for fares it was required to collect but failed to collect.

All service providers shall be responsible for maintaining accurate daily trip manifests indicating all passengers transported each day, including attendants and escorts.

Veolia shall at all times be responsible for the sale of all SF Paratransit fare media. Currently SF Access tickets are the only fare media in use by SF Paratransit for SF Access. Veolia will give advance notice to Provider should this change in the future. Provider agrees to abide by and cooperate with all fare collections policies of SF Paratransit.

5.1.1.3 SF Access Eligibility

Use of the SF Access service is limited to those persons who meet ADA paratransit eligibility criteria outlined in the regional eligibility process established by the Partnership Transportation Coordination Committee (PTCC) in conjunction with Metropolitan Transportation Commission (MTC). Persons deemed eligible are issued an ADA certification letter and/or photo identification card. The San Francisco Paratransit office will establish the file of eligible riders and advise SF Access operators of all eligible riders.

5.1.1.4 SF Access Trip Reservations

All SF Access trip reservations for passengers will be made through the service provider's office. Reservations must be taken by provider seven (7) days per week, including holidays, between the hours of 7 am and 6 pm. Provider shall make reasonable effort to assure the maximum availability of multi-lingual staff to handle telephone calls (reservation, ride inquiries, etc.) in English, Spanish, Cantonese, Vietnamese, and Russian. Persons may place their reservation for nonrecurring or occasional trips up to seven (7) days in advance, but at least one day in advance, between 7 am and 6 pm the day preceding service.

“Standing orders” or subscription trips are accepted by the service provider. Generally, subscription service is available for riders traveling to/from the same place, at the same time(s) on the same day(s) of the week for at least 30 days. Per ADA guidelines, standing orders shall be limited to 50% of all trip reservations by service hour. Currently overall, slightly less than fifty percent (<50%) of total SF Access ADA paratransit trips are composed of standing orders.

Except for same-day trip requests made by the Broker, same day requests for service or changes are provided on an “as available” basis only and are not a requirement of service.

5.1.1.5 Cancellations of SF Access Reservations

Cancellations or changes in trip reservations are also made exclusively through the service provider’s office. Cancellations must be accepted at any time. Less than two (2) hours notice of a cancellation by a passenger results in a no-show and should be reported to the Broker for possible action in accordance with established rider policies.

In accordance with San Francisco Paratransit Rules, cancellations received by the service provider less than two hours before the time the vehicle arrives to transport the individual shall be considered a no-show. Any change requested by a rider to his or her trip destination or origin on the day of service shall construe the trip as a “same-day” and will be honored only if honoring the requested change does not materially alter the route. If honoring the change would materially alter the route, the trip shall be performed as a “same day” request and shall be scheduled only as space and time permit. Provider shall ensure that at all times, priority for “same day” trips will be given to medically necessary trips or trips to repair mobility devices or to trips related to obtaining medical attention for service animals.

Provider shall have a mechanism for allowing its automated call distribution system to direct cancellations of two (2) hours or less to a “live” dispatcher and all other calls to either a live person or an automated system. The automated system shall have date/day/time stamping mechanism and be capable of recording trip cancellations. Provider shall have adequate staff to check each hour for cancellations or other changes and update driver and dispatcher rosters accordingly.

Adjustment to vehicle schedules due to cancellations will be the service provider's responsibility. In the case of same-day changes requested by the Broker, the service provider shall endeavor to honor the request and may adjust the schedule to accommodate the request if the change does not unduly disrupt service for other passengers.

5.1.1.6 SF Access Scheduling/Dispatching

Through the use of schedulers/planners and computerized tools, the provider will be responsible for development and production of manifests or driver routes and ensuring drivers properly perform them. Dispatching should be carried out in a manner which maximizes the productivity of drivers and vehicles utilizing industry-recognized techniques, while meeting the standards for service quality established by the Broker. Provider shall utilize the Trapeze-PASS software which will be made available by Veolia for reservation, scheduling, dispatching and verifying client eligibility.

At a minimum, trips are listed in chronological sequence by either stop time or pick-up time. Printed manifests for next-day service should be available for drivers no less than 60 minutes before the expected departure by that driver from the facility the day of service. Provider shall ensure that each driver has at least ten (10) minutes in addition to time allocated to driver for performing a pre-trip vehicle inspection to review the manifest prior to embarking on their route.

Other than any allowable "will-call return" and same day trips, it is expected that trip scheduling will typically be carried out the day prior to service delivery. Schedulers/planners shall ensure that standing orders, the foundation for all schedules, be properly entered and "anchored" and kept to no more of 50% of all trips in any hour of service.

To provide proper command and control, Provider's dispatch center shall be equipped with effective communications systems. Dispatch shall have one or more radio console(s) or base system(s) capable of communication with all revenue service, supervisory, and maintenance vehicles. Provider shall equip dispatch with sufficient computers meeting the technical requirements set forth in Subsection 5.10 and which are capable of running web based applications including Trapeze PASS and Veolia Vision (see page 27). Dispatch shall also be equipped with a telephone line available and disseminated to drivers for maintaining communication in the event of radio system failure or for off-duty drivers to report in the event of a major emergency or disaster. Provider will be required to have adequate staff available for telephone communication with the Broker's office during all service hours.

5.1.1.7 SF Access: Emergency Back-up Wheelchair Transport

SF Access provides emergency back-up wheelchair transportation for various City of San Francisco agencies, including the Police and Fire departments, as well as the SFMTA's Muni fixed-route Central Control. The City agency determines what constitutes an emergency. Provider must be prepared to respond to emergency service requests 24 hours per day, everyday. All requests for

said emergency service must be met within one hour of the request. Provider shall be responsible for reliable and prompt response, service delivery, and documentation at all times. Such service is a required element of the SF Access scope of work and will be provided and billed at the SF Access wheelchair rate for provider/SFMTA-owned vehicles. The current SF Access service provider has been performing approximately 3 to 4 emergency services trips per week. Provider shall explain in its response to this RFP how it will meet this service requirement.

5.1.1.8 *Current SF Access Provider*

- Currently, there is one SF Access operator, Mobility Plus Transportation, performing all SF Access ambulatory and wheelchair services, including stair-assist trips
- See Exhibit 6, Operating Statistics for specific SF Access trip data for the past three years.

5.1.1.9 *Rates To Be Proposed*

Any firm proposing on SF Access service must propose four (4) service rates in addition to any other services proposed; see Subsection 7.2, Cost Proposal:

1. Ambulatory by provider owned or leased vehicles;
2. Ambulatory by Section 5310 funded vehicles
3. Wheelchair (including stair-assist) by provider owned or leased vehicles;
4. Wheelchair (including stair-assist) by Section 5310 funded vehicles.

The rate(s) for wheelchair trips shall cover all costs related to providing stair-assist, including but not limited to the cost of supplying bus aids as needed.

Section 5310 (49 U.S.C. 5310) provides formula funding to States for the purpose of assisting private nonprofit groups in meeting the transportation needs of the elderly and persons with disabilities when the transportation service provided is unavailable, insufficient, or inappropriate to meeting these needs. Funds are apportioned based on each State's share of population for these groups of people. Rates proposed for service provided using Section 5310 funded vehicles should be reduced commensurate with the lesser capital expense of operating such vehicles.

5.1.2 SFTMA Group Van

SFMTA Group Van provides approximately 26% of all SF Paratransit trips. SFMTA group van services are mostly subscription trips for both wheelchair and ambulatory passengers. Groups of seven (7) or more passengers are transported from unique origins to a singular destination (i.e. many to one service model plus return trips), usually adult day health care, sheltered workshops, meal program or other types of group setting activities, usually for a social service agency. Stair-assist service is not provided for patrons/agencies using group van services.

SFMTA Group Van service is operated in accordance with the Memorandum of Understanding (M.O.U.) between the Broker, service provider, and each social service agency. There are currently

18 individual Group Van M.O.U.s. The purpose of the M.O.U. is to set forth a clear understanding of the duties and obligations of each party, as it relates to the provision of Group Van service. A representative copy of a Group Van Memorandum of Understanding is provided as Exhibit 5. Each Group Van provider will be required to sign and adhere to the M.O.U.

5.1.2.1 SFMTA Group Van Service Days and Hours

SFMTA Group Van service is generally available between 7 am and 7 pm, six (6) days per week, generally not including Sundays or holidays.

5.1.2.2 SFMTA Group Van Fares

There is no onboard fare collection from the Group Van riders. For SFMTA Group Van rides, the fares are billed by the Broker to the social service agency at \$2.00 per passenger trip.

All service providers shall be responsible for maintaining accurate daily trip manifests indicating all passengers transported each day, including attendants and escorts. All manifests and records related to the transport of riders by the service provider shall be retained by the service provider and submitted to the Broker as part of the monthly invoice and/or required reporting.

5.1.2.3 SFMTA Group Van Eligibility

Eligibility for SFMTA Group Van service is the same as that for SF Access: use of the SFMTA Group Van service is limited to those persons who meet ADA paratransit eligibility criteria outlined in the regional eligibility process established by the Partnership Transportation Coordination Committee (PTCC) in conjunction with Metropolitan Transportation Commission (MTC). Persons deemed eligible are issued an ADA certification letter and/or photo identification card. The San Francisco Paratransit office will establish the file of eligible riders and advise SF Group Van operators of all eligible riders.

5.1.2.4 SFMTA Group Van Service Trip Reservations

All use of SFMTA Group Van service is through advance reservations made directly with the service provider by the agency. The Agency provides a list of eligible riders, which Provider cross-checks with the SF Paratransit database to confirm and uses the Broker software to create standing routes. Changes in quantity of group trips MUST be approved by the Broker as the Broker is responsible for managing the budget allocated to this transportation service. Additions must be communicated by Agency to Provider by noon of the day prior to service. Changes in trip reservations or cancellations are also made exclusively through the service provider's office at least one-half hour (30 minutes) prior to the start of the route.

5.1.2.5 Cancellations of SFMTA Group Van Reservations

Cancellation of a SFMTA Group Van trip reservation less than one-half hour (30 minutes) prior to the start of the group agency run should be processed as a no-show and should be reported to the Broker for possible action in accordance with established rider policies, except that cancellations of return trips from agency to patron's origin should be made at least one and one-half (1 ½) hours prior to the start of the return trip.

5.1.2.6 SFMTA Group Van Scheduling/Dispatching

Through the use of schedulers/planners and computerized tools, the provider will be responsible for development and production of manifests or driver routes and ensuring drivers properly perform them. Dispatching should be carried out in a manner which maximizes the productivity of drivers and vehicles utilizing industry-recognized techniques, while meeting the standards for service quality established by the Broker. Provider shall utilize the Trapeze-PASS software which will be made available by Veolia for reservation, scheduling, dispatching and verifying client eligibility. It is expected that trip scheduling will typically be carried out the day prior to service delivery.

Group Van patrons are guaranteed service delivery when their ride has been properly reserved in advance. If a scheduled van is expected to be thirty minutes or more late, or a passenger is missed through no fault of the patron or agency, Provider shall immediately notify the social service agency and dispatch another vehicle or offer alternative transportation at Provider's sole expense. Provider may arrange alternative transportation, subject to Veolia approval, through another SF Paratransit provider. In any case neither Provider nor the alternative Provider may bill SF Paratransit for the trip.

To provide proper command and control, Provider's dispatch center shall be equipped with effective communications systems. Dispatch shall have one or more radio console(s) or base system(s) capable of communication with all revenue service, supervisory, and maintenance vehicles. Provider shall equip dispatch with sufficient computers meeting the technical requirements set forth in Subsection 5.10 and capable of running web based applications including Trapeze PASS and Veolia Vision. Dispatch shall also be equipped with a telephone line available and disseminated to drivers for maintaining communication in the event of radio system failure or for off-duty drivers to report in the event of a major emergency or disaster. Provider will be required to have adequate staff available for telephone communication with the Broker's office during all service hours.

5.1.2.7 Current SFMTA Group Van Providers

- Centro Latino de San Francisco
- Delancey Street Foundation
- Medsam Transportation Enterprises
- Mobility Plus Transportation

- See Exhibit 6, Operating Statistics for specific SFMTA Group Van trip data for the past three years.

5.1.2.8 *Rates To Be Proposed*

Any firm proposing SFMTA Group Van service must propose two (2) service rates, in addition to any other services proposed, see Subsection 7.2, Cost Proposal:

1. By provider owned or leased vehicles
2. By 5310 funded vehicles

5.1.3 DAAS Group Van

In 1983, DAAS made the decision to use its transportation dollars to contract with SFMTA Accessible Services as its mechanism to fund and provide rides for seniors in San Francisco. This decision was made to improve the quality and reliability of its program. Through its Paratransit Broker, SFMTA ensures drivers receive sensitivity training and monitoring of vehicles for health and safety. The emphasis of DAAS's transportation has been and continues to be providing group van services to assist seniors in senior center programs. DAAS Group Van and Shopping Shuttle provide approximately 5% of all SF Paratransit trips. See Exhibit 6, Operating Statistics for specific DAAS Group Van trip data for the past three years.

In 1997, and after passage of the Americans with Disabilities Act of 1990 (ADA), SFMTA began certifying riders for its program in accordance with federal mandate. As a result, DAAS acknowledged that some seniors might not qualify for paratransit under the new ADA guidelines. DAAS has established separate eligibility criteria based upon patron participation in a DAAS-funded service agency program. Provider shall only transport passengers pre-certified for DAAS eligibility within the Trapeze PASS program. DAAS rides will be assigned to DAAS-only routes; they shall not be comingled with SFMTA-funded service or any other service delivered by Provider.

DAAS does not guarantee any service level or unlimited use of the program. Availability of transportation service is usually limited to a specific budget. Initially after selection through the competitive procurement process, each service provider will be assessed through a system that, using audited program trip numbers, gives consideration to a provider's specific preferences, and makes an assessment of their abilities for providing any service. Contract awards will be made based on the outcome of this process. Thereafter, each June, each service provider will be issued a list of participating services sites and respective trip numbers, and working with the agencies the provider is assigned to serve, each provider shall be responsible for managing its monthly budget. Such budget management shall endeavor to ensure that there shall be a fair and even distribution of trips that each provider is providing for the fiscal year period for its assigned agencies based on the schedule provided to it by the Broker.

5.1.3.1 DAAS Group Van Service Days and Hours

DAAS Group Van service is generally available between 7 am and 7 pm, six (6) days per week, generally not including Sundays or holidays.

5.1.3.2 DAAS Group Van Fares

Currently there is no fare associated for DAAS Group Van rides. DAAS is considering whether or not its patrons should contribute towards the cost of its services, so this is subject to change in the future.

5.1.3.3 Eligibility for DAAS Group Van Service

DAAS has identified a number of centers/programs for which riders may elect to participate in and obtain DAAS sponsored transportation for. DAAS encourages that program participants first be ADA paratransit certified through the SF Paratransit Program before being eligible to obtain group transportation for these programs/centers; however, this is not a requirement. The age requirement for this program is currently 60 years of age or older. The application process requires certification from the participating DAAS service agency that the patron meets DAAS' eligibility criteria and registration in the paratransit DAAS eligibility database prior to any service being delivered. Service is then provided by the service provider to a participating recreational program, senior center, nutrition program or other authorized program if the rider is 60 years of age or older and otherwise meets the requirements of the program.

5.1.3.4 DAAS Group Van Service Trip Reservations

All use of DAAS Group Van service is through advance reservations made directly with the service provider by the agency. Trips to or from riders' residences and DAAS service agency programs are generally handled on a "standing order" basis. Trips to or from agency programs and special events are generally scheduled on a per trip basis. Agencies may place their reservation up to seven (7) days in advance, between regular business hours. The provider shall be available to handle last minute, same day changes to trip requests. Cancellations or changes in trip reservations are also made exclusively through the service provider's office, at least one-half hour (30 minutes) prior to the start of the route. Cancellations must be accepted at any time. The Broker regularly monitors trip demand and budgetary expenditures and may mandate increases or decreases in trips provided as necessary to ensure that DAAS' fiscal objectives are met.

5.1.3.5 Cancellations of DAAS Group Van Reservations

Cancellation of a DAAS Group Van trip reservation less than one-half hour (30 minutes) prior to the start of the group agency run should be processed as a no-show and should be reported to the Broker for possible action in accordance with established rider policies, except that cancellations of return trips from agency to patron's origin should be made at least one and one-half (1 ½) hours prior to the start of the return trip.

5.1.3.6 DAAS Group Van Scheduling/Dispatching

Through the use of schedulers/planners and computerized tools, the provider will be responsible for development and production of manifests or driver routes and for ensuring drivers properly perform them. Dispatching should be carried out in a manner which maximizes the productivity of drivers and vehicles utilizing industry-recognized techniques, while meeting the standards for service quality established by the Broker. Provider shall utilize the Trapeze-PASS software which will be made available by Veolia for reservation, scheduling, dispatching of trips and for verifying client eligibility. Provider will coordinate with each of their assigned service agencies to schedule standing rides for each DAAS eligible rider regularly attending an agency program. It is expected that trip scheduling will typically be carried out the day prior to service delivery.

To provide proper command and control, Provider's dispatch center shall be equipped with effective communications systems. Dispatch shall have one or more radio console(s) or base system(s) capable of communication with all revenue service, supervisory, and maintenance vehicles. Provider shall equip dispatch with sufficient computers meeting the technical requirements set forth in Subsection 5.10 and which are capable of running web based applications including Trapeze PASS and Veolia Vision. Dispatch shall also be equipped with a telephone line available and disseminated to drivers for maintaining communication in the event of radio system failure or for off-duty drivers to report in the event of a major emergency or disaster. Provider will be required to have adequate staff available for telephone communication with the Broker's office during all service hours.

5.1.3.7 Current DAAS Group Van Providers

- Centro Latino de San Francisco
- Kimochi
- Medsam Transportation Enterprises
- Self Help for the Elderly
- Mobility Plus Transportation

5.1.3.8 Rate To Be Proposed

Firms proposing DAAS Group Van service must propose one rate for that service, in addition to any other services proposed.

5.1.4 DAAS Shopping Shuttle

DAAS Shopping Shuttle is door-to-door grocery shopping service for riders previously provided with service through the City's Senior Escort program, which is no longer offered. While the number of registered riders may change at the discretion of DAAS, the annual service level is expected to remain steady. The service entails performing transportation between eligible riders' residences and designated grocery stores, loading and unloading of passengers from the vehicle, escorting passengers to and from the front door of the main entrance of the primary building upon

arrival at the origin or destination, assisting riders in carrying a reasonable number of packages or personal belongings, and ensuring passenger is delivered inside the building of destination prior to leaving passenger.

5.1.4.1 DAAS Shopping Shuttle Service Days and Hours

DAAS Shopping Shuttle service is generally available between 7 am and 7 pm, six (6) days per week, generally not including Sundays or holidays.

5.1.4.2 DAAS Shopping Shuttle Fares

The fare for DAAS shopping shuttle rides is \$2.00 per trip, although there is a discounted fare of \$1.00 per trip for riders with a Senior Clipper Card or RTC Clipper Card which has a valid Monthly Muni Pass loaded on it. DAAS also has a fare assistance program (FAP) to assist those it deems are economically disadvantaged. A patron eligible for the FAP will pay the fare with a DAAS-provided fare coupon.

5.1.4.3 Eligibility for DAAS Shopping Shuttle Service

DAAS Shopping Shuttle service was initially intended primarily for riders previously provided service by the City's Senior Escort program. Other riders may be certified for eligibility through DAAS.

5.1.4.4 DAAS Shopping Shuttle Service Trip Reservations

All use of DAAS Shopping Shuttle service is through advance reservations made directly with the service provider by the agency. Agencies may place their reservation up to seven (7) days in advance, between regular business hours. The provider shall be available to handle last minute, same day changes to trip requests. Cancellations or changes in trip reservations are also made exclusively through the service provider's office. Cancellations must be accepted at any time. Less than six (6) hours notice on a cancellation by a passenger or an agency results in a no-show and should reported to the Broker for possible action in accordance with established rider policies.

5.1.4.5 Cancellations of DAAS Shopping Shuttle Reservations

Cancellation of a DAAS Shopping Shuttle trip reservation less than one (1) hour prior to the start of the group agency run should be processed as a no-show.

5.1.4.6 DAAS Shopping Shuttle Scheduling/Dispatching

Through the use of schedulers/planners and computerized tools, the provider will be responsible for development and production of manifests or driver routes and ensuring drivers properly perform them. Dispatching should be carried out in a manner which maximizes the productivity of drivers

and vehicles utilizing industry-recognized techniques, while meeting the standards for service quality established by the Broker. Provider shall utilize the Trapeze-PASS software which will be made available by Veolia for reservation, scheduling, dispatching and verifying client eligibility. Provider will coordinate with each of their assigned service agencies to schedule standing rides for each DAAS eligible rider. DAAS rides will be assigned to DAAS-only routes; there will be no comingling with SFMTA-funded service or with any other service delivered by Provider. It is expected that trip scheduling will typically be carried out the day prior to service delivery.

In order to provide proper command and control, Provider's dispatch center shall be equipped with effective communications systems. Dispatch shall have one or more radio console(s) or base system(s) capable of communication with all revenue service, supervisory, and maintenance vehicles. Provider shall equip dispatch with sufficient computers meeting the technical requirements set forth in Subsection 5.10 and capable of running web based applications including Trapeze PASS and Veolia Vision. Dispatch shall also be equipped with a telephone line available and disseminated to drivers for maintaining communication in the event of radio system failure or for off-duty drivers to report in the event of a major emergency or disaster. Provider will be required to have adequate staff available for telephone communication with the Broker's office during all service hours.

5.1.4.7 Current DAAS Shopping Shuttle Providers:

- Centro Latino de San Francisco
- Kimochi
- Medsam Transportation Enterprises
- Self Help for the Elderly
- Mobility Plus Transportation

5.1.4.8 Rate To Be Proposed

A separate rate must be proposed for DAAS Shopping Shuttle by any Proposer wishing to operate that service. DAAS desires to be able to provide the greatest amount of service within the annual budget of the DAAS Shopping Shuttle program. Proposers should be mindful of the budgetary limitations when submitting their proposed rate. The DAAS Shopping Shuttle program operates on a limited annual budget. Service is suspended for the remainder of the fiscal year once the budget is exhausted.

5.2 PROVIDER RESPONSIBILITIES

This RFP seeks a turnkey operation and successful proposer(s) will be responsible for providing all necessary management, supervisors, administrative staff, drivers, maintenance employees, adequate facilities, office equipment, supplies and services required in the operation of transportation services identified in this RFP unless specifically indicated as to be furnished by the Broker.

Provider will be responsible for delivery of all service (trips). Provider may not refuse to perform any service (trips) designed to be delivered through this contract or refuse to provide the service (or any portion thereof) without authorization by the Broker. In the event of vehicle breakdowns, equipment failure or other service interruption, it shall be the responsibility of the provider to arrange for the deployment of spare vehicles and/or alternative transportation at the provider's sole expense. Trips not delivered or for which alternate transportation is not provided will be treated as missed trips and subject to liquidated damages. If Provider operates any other transportation service other than San Francisco Paratransit, Provider is required to give priority to San Francisco Paratransit services over any other services which Provider operates.

Prospective proposers are cautioned to pay particular attention to key functions of vehicle operation including driver hiring, training, vehicle dispatching, on-road supervision, call center responsibilities (reservations & "where's my ride"), vehicle maintenance, etc. This will include the performance of supervisory (including on-road supervision of drivers) and administrative duties (such as training program deployment, payment of salaries, wages & benefits, etc.). Proposer shall describe in detail how it will ensure adequate staffing, satisfactory and professional performance of all responsibilities associated with this project. All full-time and part-time equivalent positions shall be enumerated and proposer shall describe how it will staff for start-up and through maturation of the project, including managing of staffing needs.

5.3 PERFORMANCE STANDARDS

SFMTA and DAAS have established all guidelines and performance standards for operation of San Francisco Paratransit service and these are included as part of this RFP. The Broker will be responsible for monitoring the performance of each provider based on these standards.

Providers shall render transportation in accordance with the following performance standards and procedures. Additional SF Paratransit program rules are detailed in Exhibit 4, SF Paratransit Rules of Operation. Standards apply to each service being solicited, unless otherwise specified:

1. Providers shall render door-to-door service in accordance with guidance provided by Veolia. Providers are required to use the highest degree of care in the operation of equipment and assistance of passengers. Drivers are expected to offer assistance into and out of the vehicle. Drivers must also offer ambulatory passengers a steadying arm to assist them in walking. Each driver, upon request, must assist passengers from or to the entrance of any dwelling or building. If there is risk of the driver losing sight of his/her occupied vehicle and no attendant is onboard, no assistance is to be provided beyond the entrance at either the place of origin or destination. Safety permitting, drivers may assist a person in a manual wheelchair with one or two steps or a curb in the event of no curb cut.

In addition, when requested, drivers must assist passengers by carrying up to two bags or parcels between the vehicle and the entrance at the place of origin or destination. As a

guideline, bags/parcels may weigh up to 25 pounds total.

2. Providers shall at all time render safe, courteous service in accordance with all applicable laws, ordinances and regulations.
3. Provider shall utilize shared-rides whenever possible. Each Group Van or Shopping Shuttle vehicle trip shall consist of no less than seven (7) scheduled eligible participants, not including escorts or attendants.
4. A wheelchair accessible vehicle must be used for consumers in wheelchairs or other ADA compliant mobility devices and who require transportation. Transferring/carrying individuals from wheelchairs to the seat of a vehicle is prohibited, except that a rider who can transfer without any assistance may do so at the rider's own prerogative.
5. Passengers are to be picked up from five (5) minutes before the promised pick-up time to fifteen (15) minutes after the promised pick-up time under normal operating conditions. Normal operating conditions shall be defined as those operating conditions, including weather and traffic patterns for time of year and time of day normally encountered and reasonably expected. Repeated failure to comply with this standard without reasonable cause shall be grounds for termination of the contract. Provider can expect monitoring of on-time performance to occur through a combination of methods, including but not limited to, random field checks conducted by Veolia/SFMTA staff, complete and accurate reporting by driver, random rider surveys, observations reported by social service agency staff, formal complaints filed by riders, and other methods.

On-time performance is the measure of the provider's actual arrival at a reservation pick-up location as promised. For SF Access service, the Broker considers service to be "on-time" when the vehicle arrives between five (5) minutes prior to the promised time and fifteen (15) minutes after that time. Vehicle arrivals within this twenty (20) minute "window" are considered "on-time." For purpose of this provision, "promised" time shall be the time negotiated by the Provider with the passenger in accordance with the ADA standards for trip time negotiation and shall be that trip time given to the passenger by the Provider at the time of the reservation prior to any schedule optimizing performed by the Provider later in the day. Once agreed to, the promised time may not be changed without notifying the passenger. At all times, service provider shall be mindful of drop off or appointment time if one is given.

Persons served by paratransit consistently rank on-time service as the single most important aspect of service quality. The Broker thus expects service providers to schedule and operate their vehicles to achieve a high level of on-time performance to a standard of 92% or better.

Because service for the SFMTA and DAAS Group Van programs are typically coordinated with group centers or programs, on-time performance shall also be based on arrival at the group center or program at the time established with the center. On-time service shall be no earlier or later than 15 minutes from the established arrival time. On-time performance for individual rider pick up shall be based upon the same 20 minute window as SF Access.

6. Providers shall cooperate with consumers, service agencies, and Broker in every effort to minimize ride time on board the vehicle. Ride time is the period of time a passenger spends onboard the vehicle, measured as the elapsed time between pick-up and drop-off. It is expected that SF Access one-way passenger trips should take the same or similar amount of time as the same or similar trip would take on the regular SFMTA bus, including travel time for transfers. Provider may use the 511.org website to obtain the expected ride time for a particular trip. Group Van service trip ride time cannot be greater than 90 minutes, although Group Van Providers should endeavor to limit ride times for all riders to less than 60 minutes. For trips to or from any Adult Day Health Care program, ride times shall not exceed 60 minutes without written permission from the Broker.
7. The service will be provided and Broker shall be billed only for those eligible consumers and services specifically indicated on the manifest or service authorized or required directly by Veolia. Providers shall insure that no unauthorized passengers are transported while engaged in providing SF Paratransit services under contract without Broker's express permission. The use of any vehicle for any other purpose than for transporting authorized paratransit consumers while in service to Veolia is expressly prohibited. At no time shall vehicles leased from or supplied by Veolia or the funding entity be used in any capacity beyond the scope of SF Paratransit services.
8. Providers shall inform Veolia of any difficulties experienced in transporting a rider, whether related to safety, behavior, or other reason. Provider shall never take unauthorized disciplinary action against any rider. Veolia shall notify the Provider of any actions to take.
9. The Provider may refuse to transport any person or persons who are a threat to the health, safety, or welfare of the Provider's employees or other passengers due to consumer's violent, seriously disruptive or illegal conduct. The Provider must consult with Veolia prior to any refusal of service to any consumer or in the case of severe urgency, immediately after the refusal as is practical.
10. All San Francisco paratransit passengers are responsible for being at the designated pick-up location, ready to travel, at their promised pick-up time. Passengers shall be allowed five (5) minutes to board or to assent immediate intent to board the paratransit vehicle measured from the time the vehicle was promised to arrive at the pick-up address or actually arrived, whichever occurred later, **and** the driver notifies passenger of the vehicle's arrival. Assent

to board shall mean the rider has acknowledged arrival of the paratransit vehicle and has begun moving toward the vehicle. Driver must allow for and wait sufficient dwell time to accommodate any disability of passenger that requires additional time for passenger to complete the boarding process. If the passenger is not visible to the driver, the driver must first make a reasonable attempt to contact the passenger, and then obtain dispatcher approval before moving on. Driver may not move on without dispatcher's approval.

Dispatcher may not approve a driver to "no-show" a passenger and move on until the dispatcher has, together with the driver, reviewed the steps taken to locate the passenger. Examples of these steps include telephone communication with the passenger (or attempts), checking the residence or building entrance, verifying the address, speaking with a security guard, etc. Driver shall not no-show rider unless a "door-hanger" is left at the pick up location, informing rider of the no-show. Under no circumstances may drivers register a rider as a no-show if the driver arrived early unless driver has waited for the promised pick-up time to pass.

11. Passengers not present to board the vehicle by the promised pick-up time are considered to be a "no-show," providing the vehicle is on time. If the vehicle arrives so late that the passenger cancels because they cannot get to their appointment on time, or they make other arrangements for a ride, the client will not be counted as a "no-show." In all cases, the Broker shall make no payment for "no-show", cancelled, or missed trips. Provider shall ensure that during the trip check-in process, each active trip record is properly coded as completed, cancelled or no-showed and if completed, proper fare was collected.
12. Providers are expected to complete a minimum of one hundred percent (100%) of all trips reserved and scheduled. A missed trip is a trip performed 60 minutes or more late, or not performed at all. For liquidated damages purposes a trip will not be considered missed, but instead "very late" in cases where the passenger was ready and available to travel, and the vehicle was not present within the 20 minute on-time window and the rider could not be located when the vehicle arrived late (after the 20 minute on-time window).

5.4 SERVICE GOALS

To ensure the quality of SF Paratransit service, Veolia has set specific operational goals consistent with the level of expected contractor performance. The goals target key values of SF Paratransit: safety, on-time performance, vehicle reliability, and overall customer satisfaction. Veolia has taken considerable care to be sure these goals are clearly defined, measurable, and obtainable.

The following service quality goals apply to each mode of SF Paratransit services:

- Accidents: It is the goal of SF Paratransit to expect and promote safe performance in all aspects of the provision of SF Paratransit services. We recognize the service

delivery and performance differences between SF Access and SF Group Van transportation services. The SF Paratransit's ultimate objective will be to have both an SF Access service provider and multiple SF Group Van service providers that individually and collectively promote safety and through their respective safety programs will establish a safety record that meets or exceeds industry performance.

For SF Access, proposers shall describe their firm's safety program and explain how said program will result in a high level of safe performance in the operating and maintenance arenas and provide at least one measurable goal for each arena.

For SF Group Van service, proposers shall describe their firm's respective safety program in the operating arena, and if performing their own maintenance, in the maintenance arena as well. Additionally, proposers shall provide at least one measurable safety performance goal for each arena.

For both service types, the FINAL goals shall be incorporated and made part of the deliverables of the resultant contract;

- On-Time Reliability: at or above 92%;
- Vehicle Reliability: at or above 18,000 revenue service miles between total revenue vehicle system failures as defined by FTA;
- Complaints: less than 2 per 1,000 trips.

5.5 COMPLAINTS

The SF Paratransit Broker reports in summary format all service complaints for the San Francisco Paratransit Program. This, of course, is achieved with the full cooperation of all service providers. The Broker's office shall be the primary mechanism for receipt of all service related complaints. Provider shall not encourage riders to report complaints directly to provider. Providers shall relay all service related complaints they directly receive to Veolia in writing within 24 hours. The service provider shall cooperate fully with the Broker to ensure that all complaints directed to the Broker are properly investigated and to the extent practical, assist the Broker in the development of meaningful responses to passengers.

All complaints shall be recorded, investigated, and responded to using the complaint (COM) module of the Trapeze PASS software. Provider shall complete all responses by entering into the system within seven (7) days of receipt, except for complaints designated as urgent, which shall be investigated and responded to within 24 hours or as required by Veolia. All responses to the Broker shall be meaningful and shall restate the complaint (to ensure it was understood by Provider), describe in summary Provider's findings from its investigation of complaint and shall identify corrective actions taken or being undertaken by Provider to prevent recurrence of any problems under the control of Provider. At all times, complaint records shall be available at service

provider's office and subject to review by the Broker, SFMTA or other party authorized by the Broker to review such records.

5.6 PERFORMANCE MONITORING

Broker staff will monitor provider performance, compliance with insurance requirements and with ADA, federal, state, city, and contract requirements, and will gauge the quality of service on a systematic and continuing basis. Such monitoring may include inspection of documents or files; interviews and conversations with Provider's managers, drivers, reservations staff; review of call center statistical reports; analysis of complaints; road checks; the performance of passenger surveys; and the inspection of facilities, equipment, and vehicles.

Broker will monitor factors such as, pick-up and drop-off procedures, stair assist disagreements and issues, receive reports from the providers' field monitors, propose liquidated damages for contract violations, and monitor excessive no-shows and late cancellations by specific riders. Service policies regarding excessive no-shows are detailed in Exhibit 4, SF Paratransit Rules of Operation.

Irrespective of the Broker's monitoring program, provider shall implement its own quality assurance program. Such program shall include, but not be limited to, regular supervisory field observations, trip manifest and dispatch log reviews, complaint mitigation, vehicle/equipment inspections, and records audits. Proposers shall detail their approach within their written technical proposal.

5.7 NON-DEDICATED NATURE OF SERVICE

Selected providers will not be prohibited from accepting contracts from other agencies nor from offering service to other passengers on vehicles owned by provider, but service provider may not transport such riders at the same time as San Francisco Paratransit passengers are on board service provider's vehicles. Also, vehicles provided by Veolia or Funding Entity may not be used to provide non-San Francisco Paratransit services. Furthermore, priority shall be given to San Francisco Paratransit service at all times and other service demand may not interfere with service commitments to San Francisco Paratransit. Economies of scale and higher productivity through such arrangements can be beneficial to Broker's contractors but are prohibited while service provider is transporting riders under this agreement. This will allow service providers to assure that Broker's service standards previously described are met and the general quality of service to San Francisco Paratransit passengers is not adversely affected by shared transportation arrangements. The Broker reserves the right of prior review and concurrence to non-San Francisco Paratransit shared rides in rare instances where they may be requested.

5.8 SUBCONTRACTING

Subcontracting to other corporations, partnerships, or individuals for the actual provision (pick-up, delivery, and drop-off) of paratransit service to be performed under contracts awarded as a result of this RFP will not be allowed, except with prior written approval of the Broker.

5.9 FACILITIES REQUIREMENTS

Providers will be responsible for providing and maintaining all facilities, which must include ADA accessible restrooms and offices. An appropriate facility is required with sufficient space to house the personnel and equipment needed to carry out the required services, including modern ACD telephone system with adequate supporting trunks (lines), when trunk lines exceed 10 or ACD capability is necessary to manage telephone traffic, and daily reporting capabilities and supervisor monitoring capabilities. Additionally, equipment to maintain radio communications, dispatching, and general office support functions is also required. In addition, space for vehicle storage and maintenance (if performed directly by the provider) are to be provided by the provider. In the design or selection of its facility, Provider shall take into consideration the safety and security of its employees, visitors, vehicles, equipment and other key assets. So as to minimize daily deadhead distances and be situated to support possible emergency operations, the operations facility and vehicle yard shall be located within the SFMTA service area. SFMTA owned vehicles shall be secured in a fenced and gated storage area when not in revenue service.

The proposed facility with scheduled improvements will be a condition of contract award and will become a material part of the contract. Provider must carefully select and present its proposed facility as part of its response to this RFP by fully describing its proposed operating facility and providing supporting illustrations, drawings, sketches, or photographs and explaining proposed enhancements and modernizations.

5.10 IT REQUIREMENTS

5.10.1 Trapeze PASS/COM

All service providers must use the Trapeze PASS software (version 8 or such other software as shall be designated by Veolia) which will be made available by Veolia for reservations, scheduling, dispatching and verifying client eligibility. The objectives of this system are to:

- Allow service providers to identify authorized riders and their specific disability related mobility aids and special needs requirements.
- Reduce time needed to receive and process individual trip requests.
- Speed and improve the scheduling of individual trip requests to contracted service providers, maximize vehicle productivity and minimize service cost within established service standards.

- Provide assistance to service providers in the scheduling of individual trip requests to vehicle routes.
- Provide for direct electronic information transfer between the Broker and its service providers.
- Streamline system operations/financial reports and invoice processing.
- Enhance information database on registered users.
- Provide more timely data and comprehensive management information.
- All providers shall be required to use Trapeze COM for accessing all formal complaints lodged with Broker prior to investigating and responding to said complaints..

Provider shall have the capability of connecting to and running the Trapeze PASS Reservations and Scheduling software package provided by the Broker. This includes:

1. Access to the internet through a high speed broadband connection such as DSL, Cable, or a T1.
2. A personal computer for each individual (for each workstation) needing concurrent access to the broker provided software package. The equipment needs to be of at least the following specifications:

Operating System: Windows XP Pro

Memory (RAM): 1 GB (or higher)

CPU: Pentium 3.0 GHz (or higher) CPU, 800 MHz (or higher) Front side bus

Hard Drive: 600MB of free space

NIC: 100 Mbps

3. A reliable high speed printer for printing various scheduling reports and driver manifests. It is strongly recommended that the printing device be capable of printing at least 25 pages per minute. It is a requirement that the printing device be one that is designed to function solely as printer. It is important to note that multi functional devices such as the “all in one” printer/fax/scanner/photocopier combination devices should NOT be used to print reports/manifests from the Reservations and Scheduling software package provided by Veolia.

Provider shall be responsible for maintaining a data communication line for the purpose of receiving information using a computer terminal, printer and modem provided and maintained by provider. Provider shall supply and maintain the necessary MIS components as described by Veolia adequate to meet the needs of the work levels to be provided, as well as supplying and maintaining all other software and computer-related hardware necessary for the successful attainment of all contract requirements. Provider shall be responsible for supplying the consumable materials required by said equipment. Veolia may, in its sole judgment supply information by transmission to

a facsimile machine in lieu of electronic transfer. In such cases, it shall be the responsibility of provider to also supply at least one facsimile machine, telephone line, and all other related equipment and supplies required by said facsimile machine to receive correspondence from Veolia. Service provider will be responsible for furnishing and installing all hardware at its facility. Such equipment is described in Section 5 of this proposal.

5.10.2 Veolia Vision

In addition to Trapeze PASS/COM, Veolia may make available to Provider license rights to use the Veolia Vision software. Veolia Vision is a proprietary, web-based software product that enhances the usability of paratransit data/statistics by providing real-time analysis through live data capture, such as data from the Trapeze PASS software system. The software allows for customization of data formats to provide immediate access to meaningful performance data via the internet. Use of software furnished by Veolia shall be limited exclusively to the performance of San Francisco Paratransit services and related functions. Usage of the software is required under any resulting contract.

5.11 CALL CENTER REQUIREMENTS: SF ACCESS ONLY

SF Access provider is required to provide trip reservation and “Where Is My Ride” services to all eligible patrons, regardless of disability. Provider shall ensure that its call center can accept trip reservations between 7 am and 6 pm seven days per week including all holidays. Using the furnished software, the service provider will enter all reservations and produce drivers’ manifests, listing next-day trip orders for each run or route to be operated by service provider daily. A “Where Is My Ride” telephone line shall be staffed during all hours service provider has service on the street (first pick-up to last drop-off).

At a minimum the performance standards for the trip reservation call center group are:

- All calls will be promptly answered and handled by trained personnel;
- Any call answered and immediately placed on hold will not be considered answered.
- Directly answer 95% or more of all phone calls;
- Answer in person at least 80% of all phone calls in 45 seconds or less;
- Average on-hold time not to exceed 2 minutes (measured from the time the ACD answers a call until a live reservationist answers the call);
- Dropped or abandoned calls shall not exceed 5% of all phone calls;

At a minimum the performance standards for the “where’s my ride” call center group are:

- All calls will be promptly answered and handled by trained personnel;
- Any call answered and immediately placed on hold will not be considered answered.
- Directly answer 95% or more of all phone calls;
- Answer in person at least 80% of all phone calls in 45 seconds or less;
- Overall average on-hold time not to exceed 2 minutes (measured from the time the ACD answers a call until a live reservationist answers the call);

- Peak average on-hold time not to exceed 90 seconds (measured from the time the ACD answers a call until a live reservationist answers the call);
- Dropped or abandoned calls shall not exceed 5% of all phone calls;
- The “where’s my ride” performance standards extend from the time of the first scheduled pick up of the day through the time that the last daily passenger scheduled for pick up is dropped off at the appointed destination;

The SF Access provider will also be required to have an Automated Call Distribution (ACD) telephone system. Such ACD system shall be robust and comprehensive with a proven track record for use in this type of call center environment. Additionally the Provider’s call center shall either directly record all calls – reservations and “where’s my ride” – or be capable of interfacing with a system for recording all calls. This phone system must have the Broker’s approval prior to deployment. Provider will negotiate with current SF Access contractor to acquire the currently publicized call center phone numbers, and to have said number publicly advertised. The SF Access Provider is also responsible for and maintaining adequate staff to take and process calls during all times when they are operating paratransit service and during those hours which Provider is required to accept SF Access reservations. If this number cannot be reasonably obtained, broker may authorize use of another number. At the time of reservation, each agent shall greet the caller with their first or last name. Agent shall read back the trip reservation before saving the reservation and shall furnish the caller with a confirmation number. All trip reservations shall be properly geocoded using the Broker supplied software. Provider shall ensure that its call center can efficiently handle reservations and “where is my ride” telephone calls and meet established performance standards.

Additionally all SF Access proposers will describe their approach to managing a call center within their written technical proposal. Such description should address at a minimum the systems and procedures utilized to ensure SF Paratransit operational standards are met or exceeded; mechanisms for responsiveness to provider’s local management staff; and training programs to address agent familiarity with local geography, traffic patterns, and disability community. The proposer shall detail its automated call distribution (ACD) and the call recording systems being proposed. All calls must be recorded for service quality purposes. In addition, proposer shall detail available ACD system reports and shall provide sample reports. The ACD system shall be capable of providing caller with expected hold time or number of calls ahead in queue. The call center shall be equipped with a 52” or larger LCD or LED display tied to the ACD, capable of displaying to call takers all phone center activity in real time format including the number of calls currently in the queue, agents and number of agents logged in, longest and shortest times for calls waiting and other relevant information helpful to the management of the call center. Provider shall also be capable of displaying for dispatchers relevant and traffic reports (CHP, CalTrans, or 511) concerning major highways and arterial streets. See Section 5.9, Facilities Requirements.

In the spirit of San Francisco's First Source Hiring ordinance, intended to promote economic opportunity for San Francisco's economically and socially disadvantaged residents, it is the requirement of SF Paratransit that a provider's call center be located within the City and County of San Francisco, unless explicitly approved otherwise by the Broker as an alternative. Should a potential provider desire to propose a remote call center location, that proposer must submit separate cost proposals for each option (local/remote) showing the cost differential and benefits of a remote call center. Provider shall also, in addition to their description of the local call center option, detail within their technical proposal a full description of the remote call center.

5.12 VEHICLE AND EQUIPMENT REQUIREMENTS

Providers will be responsible for providing and maintaining all vehicles and equipment, and supplying all materials needed for the provision of San Francisco Paratransit service. SFMTA, through Veolia may, supply vehicles and on board computers, see Subsections 5.18, Lease Vehicles to be Provided and 5.19, Mobile Data Computers.

At the onset of this contract and during the remaining contract term, all vehicles to be proposed as providing service under this RFP and resulting contract shall meet the vehicle specifications detailed in Exhibit 10 Vehicle Standards. Section 5310-funded vehicles and other SF Paratransit provided vehicles are exempt from the age/mileage requirements. Provider shall equip vehicles not supplied with SFMTA-provided MDC's and utilized in the delivery of services under this contract with a real-time AVL system. Proposers shall describe in detail any such system. Except for SFMTA-owned vehicles, vehicles do not have to be dedicated solely to San Francisco Paratransit service; however, any vehicle used under contract to San Francisco Paratransit must meet the minimum standards set forth in Exhibit 10.

5.13 SPARE VEHICLES

Providers will be required to have sufficient spare vehicles to provide for preventive maintenance and repair and to accommodate vehicle breakdowns without disruption of service. Provider is required to maintain at minimum a ten percent (10%) spare ratio of one (1) spare vehicle to every ten (10) peak service vehicles.

5.13.1 DAAS Spare Vehicles (Only)

Vehicles designated and used as spare vehicles for DAAS Group Van and DAAS Shopping Shuttle are exempt from the age/mileage requirements found within Exhibit 10, Vehicle Standards. Such vehicles may never be used in revenue service under any SFMTA-funded service without prior approval of Broker.

5.14 MAINTENANCE OF VEHICLES

All vehicles used in San Francisco Paratransit service will be maintained at a minimum according to the preventative maintenance program submitted by the Provider and approved by Veolia, and in

accordance with the standards and specifications set by the manufacturer; for vehicles operated under heavy use and rugged condition; and whatever additional preventive maintenance procedures are established by FTA, the Broker and/or the service provider. Any vehicle, including non-SFMTA-owned, for which the interval between inspections exceeds the maximum allowable mileage or number of days permitted under the maintenance plan shall be subject to liquidated damages as provided in Exhibit 11, Incentives/Disincentives.

5.15 VEHICLE MAINTENANCE RECORDS

Records will be required to document all preventive maintenance and major repair work on all vehicles used in San Francisco Paratransit service in accordance with FTA, CHP and transit agency standards. In addition to these maintenance histories by vehicle, an exceptions log will be required which will provide a daily record of any instances of mechanical breakdown, road calls, or air conditioning or heater malfunction on vehicles which were in paratransit operation under this contract. A system for accepting, processing and filing driver-completed, vehicle defect reports shall be established.

Provider shall keep all federally funded equipment and facilities in good operating order and maintain ADA accessibility features. Provider shall maintain a system for identifying warranty claims, recording claims, and enforcing claims against the manufacturers. Through an aggressive warranty program, Provider shall ensure that the cost of defects is borne properly by the equipment manufacturer and not by Provider, Veolia, the SFMTA, or FTA. Provider shall maintain and implement clear written procedures to identify warranty repairs, record the warranty claim, submit the claim to the manufacturer, and follow up on the unpaid claims. Provider shall submit monthly to Veolia a written summary report of warranty claims for SFMTA or Veolia provided vehicles and other equipment.

5.16 VEHICLE CLEANING

All vehicles used in SF Paratransit service must be kept clean. Cleaning shall be performed on a regular schedule. Within the maintenance plan submitted as part of its proposal, Provider should describe its vehicle cleanliness program and the staffing levels proposed to ensure compliance with that program. At a minimum, service providers will:

1. Wash vehicle exterior at least once per week in the dry season and more frequently in the rainy season.
2. Sweep and damp mop vehicle interior daily.
3. Clean interior windows and wash and disinfect floors daily and more often if reasonably required, and interiors thoroughly cleaned not less than once per week.
4. Wash remainder of vehicle interior weekly using sanitizing cleaner.

5. Assure that all windows of vehicles stored outside are cleared of frost prior to operation. For such vehicles, any accumulation of garbage, dirt, mud or grime is to be cleared from the vehicle exterior, steps, and running boards prior to service.
6. Service provider shall use only cleaning chemicals that are fragrance free and shall not be offensive or injurious to individuals with heightened sensitivity to environmental toxins or fragrances. No air fresheners shall be used in the vehicles.
7. Ensure vehicles are free of rodents, insects, and all other vermin.

5.17 RADIO SYSTEM REQUIREMENTS

Providers must provide two-way radio equipment or Nextel communication for every vehicle (including vehicles provided by SFMTA or Broker if applicable) to be used in provision of service, as well as other required equipment such as antennas, transmitters, and base stations as applicable. This communication system must have a range that includes at least ninety-five percent (95%) of the San Francisco Paratransit service area. Beepers or pagers will not be accepted in lieu of a radio system.

5.18 LEASE VEHICLES TO BE PROVIDED

San Francisco Paratransit intends to provide the SF Access contractor selected with all the lease vehicles to be operated under this contract. These vehicles may be used only in the defined service area and for transporting riders participating in the San Francisco Paratransit program. The vehicles to be provided are purchased and at all times owned by the Funding Entity (SFMTA). These vehicles will be used primarily for SF Access and secondarily for SFMTA Group Van. Should the successful SF Access Provider also be successful in obtaining a SFMTA Group Van contract, vehicles provided by SF Paratransit may be used interchangeably between SF Access and SFMTA Group Van. Currently all 60 SFMTA-owned vehicles are leased to one provider – Mobility Plus Transportation. SFMTA plans to increase the current lease-vehicle fleet size from 60 to 61 vehicles through the purchase of a 2011 Goshen GCII hybrid cut-a-way. It is anticipated that this purchase will be concluded prior to start of service on July 1, 2011. All 56 cut-a-way vehicles to be provided are equipped with Ricon hydraulic lifts. The 5 minivans are equipped with Braun manual fold out ramps.

A roster of current SFMTA leased vehicles is provided in Exhibit 9. Proposers should note the differing fuel type requirements, particularly those requiring bio-diesel. For SFMTA provided vehicles only, Provider may purchase bio-diesel from SFMTA or Provider may purchase bio-diesel independently. Fuel purchases from SFMTA will be deducted from service payments remitted by Veolia to Provider.

Vehicles provided by Veolia or SFMTA shall be supplied under separate lease agreement(s). Said lease agreements may provide for either direct lease payment to Veolia or SFMTA or may provide for the collection of monthly lease charges as an offset to payments entitled to Provider under the

resulting contract. Provider shall be charged a fair market lease cost for use of Veolia or SFTMA owned vehicles. Proposers shall include the lease costs in their proposed pricing as with any other provider supplied vehicles. The currently monthly lease rates, broken down by vehicle type/year are provided in the following table:

<u>Vehicle Type</u>	<u>Actual Monthly Lease Payments Per Unit</u>	<u># of Units</u>
2008 Chevy Minivans – 500 Series	\$925.19	5
2006 El Dorado Type II – 600 Series	\$1,111.00	20
2008 El Dorado Type II – 700 Series	\$1,237.09	6
2008 Starcraft Type II – 700 Series	\$1,157.65	24
2009 Starcraft Type III – 700 Series	\$1,190.47	5

All annual registrations, title transfer costs and costs related to insuring all funding-entity-owned vehicles shall be borne by Provider and included in Provider's costs.

All vehicles are subject to formal and prescheduled inspections. Service provider agrees that it will make vehicles and facility available to inspectors which may be employees of Veolia or may be hired by Veolia (3rd party contractors) at anytime. Inspections will be coordinated with the service provider and will be conducted usually during hours when vehicles are not in service. These inspections may be conducted at the Provider's maintenance facility, SFMTA maintenance facility or other maintenance facility. Every effort will be made to create the least inconvenience to Provider for these inspections but all costs related to the inspections except for the actual inspection shall be borne by the Provider.

From time to time, Veolia will conduct unannounced inspections of said vehicles, including visual inspections of equipment while in service. Service provider shall pay close attention to disincentives for poorly or improperly maintained equipment as described in Exhibit 11, Incentives/Disincentives of this RFP.

5.19 MOBILE DATA COMPUTERS

SF Paratransit is planning to procure approximately 120 Mobile Data Computers (MDC) for the SF Access and SFMTA Group Van vehicles. These MDC's will interface with the Trapeze-PASS scheduling and dispatching software, for the purpose of verifying rider eligibility, recording passenger pick-up and drop-off data, updating the driver as to possible manifest changes, tracking the vehicles location via GPS, as well as providing a means of text communication with the driver. Provider shall be responsible for maintaining a manual manifest system in the event the MDC or system is not functionally available. The MDC's shall not alleviate the Provider of the

responsibility of providing and maintaining an effective, two-way voice radio communication system. The MDC system may also have a predictive calling function, to inform riders prior to the arrival of their vehicle.

Included in the MDC project grant is funding for initial installation of the equipment in SFMTA-owned, Section 5310, and provider owned/leased vehicles. Installation of MDC's will be performed by third-party, professional installers at Provider's facility. Provider should estimate and include in its cost proposal any incidental costs such as vehicles being unavailable for service during installation or staffing costs of Provider personnel who may need to be present. Provider(s) will be responsible for maintaining the equipment, including an accurate inventory at all times, as well as cooperating with Veolia and SFMTA in the installation and training thereof. The MDC's will remain the property of SFMTA and shall be returned to SF Paratransit in proper working order at the conclusion or termination of any service contract subsequent to this RFP.

5.20 SERVICES SUBJECT TO CHANGE

The SF Paratransit Broker, in conjunction with the SFMTA and DAAS, reserves the right to expand or reduce the number of eligible riders, days or hours of service, budget, number of allowable trips, number of service providers, number of agencies being served and/or to modify the method(s) and criteria used for eligibility at any time during any contract term.

SF Paratransit is not currently planning any system changes that would significantly impact ridership. SF Access ridership – just over 16% of the system total – is anticipated to remain relatively flat. Group Van service – just over 26% of the system total – is anticipated to remain flat or decrease in service levels, dependent upon social service agency funding of programs which are supported by Group Van operations. Firms wishing to propose SFMTA or DAAS Group Van are encouraged to use their best professional judgment in predicting any future service level. The technical proposal should clearly identify and describe the service level assumptions used by provider in preparation of its cost proposal(s).

5.21 STATISTICS

Ridership data for the three (3) most recent fiscal years is provided in Exhibit 6. Data on Taxi, East Bay Paratransit, and Whistlestop provided trips is included for informational purposes only; these services are not included in the scope of work of this RFP. The Laguna Honda shuttle was a limited duration service performed by the SF Access provider during FY2010 only and is no longer operated.

5.22 EMERGENCY OPERATIONS PLAN AND EMERGENCY PREPAREDNESS PROTOCOLS

The San Francisco Paratransit system provides an essential lifeline of service which links the San Francisco Bay Area disabled and transit dependent population to life sustaining, critical medical and other necessary social services, thereby playing a critical role in the lives of its customers.

When disaster occurs such as an earthquake, flood, fire, mass casualty incident, or other act of God or civil disturbance, damage to the region's transportation infrastructure, including paratransit services, may result in a significant decrease of available service. As a service provider contracted by SFMTA, San Francisco Paratransit may be called upon to provide transportation for life sustaining medical treatment, supplemental services for emergency response and assist in recovery efforts by both public and private sector agencies.

It is imperative that San Francisco Paratransit maintain a comprehensive emergency management program that allows us to provide uninterrupted service to our regular passengers and, when necessary, supplement or expand SFMTA service to meet increased demands for public transportation. The current emergency operations plan (EOP), provided herein as Exhibit 8, sets forth San Francisco Paratransit's emergency management program including preparedness, response and recovery policies and procedures that pertain to Veolia and the service providers. The EOP is a living document and is subject to revision or modification by Veolia at any time as necessary.

All San Francisco Paratransit providers are expected to review the initial SF Paratransit EOP carefully and any subsequent revisions. Provider shall immediately thereafter notify Veolia of any known conflicts or contradictions with their emergency operations or disaster recovery plans. All Veolia employees and provider employees are expected to be familiar with their assigned roles and responsibilities within this plan and urged to actively participate in its ongoing evaluation and revision. Provider is responsible for structuring work rules in order to ensure that employees report to work, or in the event that they are already at work, continue to perform their duties for emergency related operations as directed by Veolia.

Notwithstanding, during the process of restoring all systems, Veolia shall engage in the task of notifying contracted service providers and providing them with instructions on which services should be provided. The group agency point of contacts and shopping shuttle program coordinators shall also be contacted to inform them about which, if any, services provided to their respective centers will be affected. In the event any services are affected, they will be restored to their normal levels as soon as possible. In accordance with the EOP, Veolia will maintain a phone list for the purpose of notifying providers in the event of an emergency. This list shall be updated as necessary to ensure the most current phone numbers are available. Each provider shall be responsible to ensure that information related to its staff and operations are continually updated and accurate.

By submitting its proposal, provider agrees to comply with the procedures and protocols contained within the EOP. In the event SFMTA should need any quantity of lift-equipped vehicles to move, evacuate or supplement fixed route bus service, Veolia and provider agree to provide the level of assistance required by SFMTA to the degree that vehicles under their control are available. Also during any declared emergency or subsequent recovery period, provider may serve as a central point of information to customers. Every effort will be made by provider to assist Veolia with

disseminating accurate information to riders and the general public. Provider shall include in its proposal all cost associated with provider's participation in emergency drills and exercises.

At the time of occurrence, providers may need to arrange with Veolia for changes in reimbursement schemes to best accommodate SFMTA's needs during a declared emergency or during a recovery period. For example, a provider with no ADA Access rates in their contract may need to quickly work with Veolia to obtain a rate so that such services may then be delivered by that service provider. Additionally, Veolia may negotiate fixed hourly or daily rates with provider in order to secure the services of their vehicles and drivers during the emergency and reasonable recovery period. Such arrangements will be made with Veolia in a cooperative fashion and shall serve the best interests of SF Paratransit, SFMTA, paratransit customers and the general public. In the event that there is a dispute between Veolia and provider relating to excess expenses incurred under this section of the Agreement, the Contracting Officer's Technical Representative shall make the final determination of those expenses for which provider will be reimbursed. Provider shall be responsible for documenting and maintaining records of all emergency services provided in accordance with Department of Homeland Security and other applicable requirements. More information may be found in Exhibit 8 of this RFP.

5.23 PERSONNEL

Providers will be solely responsible for the provision, oversight, and satisfactory work performance of all of its employees required to deliver the transportation and related services described in this RFP. Such responsibility will include the payment of wages and benefits (see Subsection 5.28, Wages, Salaries & Benefits) in accordance with the contract, including compliance with requirements of worker's compensation, unemployment insurance, certification of background checks, Social Security and all other federal, state, local and contractual requirements. Provider shall fully comply with all applicable City and County of San Francisco ordinances and municipal code sections, including but not limited to: Health Care Accountability Ordinance, Minimum Compensation Ordinance, First Source Hiring Program, and Nondiscrimination in Contracts and Benefits. Provider shall complete and submit all required certifications listed in Section 10.2, Certifications, Declarations and Forms.

A complete staffing plan shall be submitted as part of the proposal, describing and enumerating in detail all full-time equivalent (FTE) positions including managerial, supervisory, administrative, maintenance and operations personnel, with drivers as a separate line item, . Job descriptions and resumes for all key personnel shall also be submitted as part of the submitted proposal. Proposals shall also include a complete organizational chart that reflects the proposed staffing plan. A description of the chain of command for the organization is essential to the proposal. Firms proposing only on SFMTA and/or DAAS group van or DAAS shopping shuttle s should propose positions and staffing levels appropriate to the level of service proposed.

For firms proposing on SF Access, key positions shall include, but not be limited to, a general manager, an assistant general manager or operations manager, a scheduler/planner, a lead dispatcher, a call center manager, maintenance manager, safety/training manager, field supervisor, dispatcher(s), and other key positions such as bookkeeper, data analyst, budget analyst, IT supervisor, etc. that Provider deems necessary. **SF Access personnel identified in the staffing plan shall be the minimum staffing level dedicated to this project throughout the term of the agreement and said personnel shall be employed solely for the provision of SF Paratransit services.** Firms proposing on SF Access must submit as part of their proposal a minimum staffing level certification, valid for the duration of the base five-year agreement as provided in Subsection 10.2, Certifications, Declarations and Forms.

During the term of this project, provider shall provide sufficient staffing necessary and required to perform its duties and obligations under the terms hereof. Staffing levels shall, at a minimum, never fall below the position levels defined in the proposal staffing plan. These minimum staffing levels shall be maintained at all times with the exception of normal employee vacations and other excused absences. Reasonable time caused by normal employee turnover shall be allowed, including in the case of discharge or lack of notice by employee. The cost of any position vacant more than ten (10) working days shall be deducted from the payment owed provider in the next payment cycle, based on the average salary and benefit rates for that particular position, unless filled by a temporary employee. Such deduction shall be in addition to any liquidated damages which may be assessed. However, in the event a position remains open or not permanently filled after thirty (30) calendar days for any reason, the cost for that particular position shall be deducted from the payment owed provider in the next payment cycle, based upon the average salary and benefit rates.

Provider shall ensure timely replacement and provide reasonable assurances to Veolia in writing of its efforts to fill any open position. Provider shall notify in writing Veolia's General Manager within forty-eight (48) hours when any key position becomes vacant. Failure to provide written notice within the required timeframe shall result in a \$500 liquidated damage deducted from the payment owed provider in the next invoicing cycle. Provider shall provide quarterly reports indicating staffing levels and record of time and efforts for any unfilled position in excess of thirty (30) calendar days, and may have the salary and benefits of the unfilled position deducted by Veolia. Failure by provider to maintain minimum staffing levels shall be considered as failure to perform. Employee records shall be made available upon request to Veolia for audit to certify validity and accuracy of quarterly reports submitted.

Veolia reserves the right to approve or disapprove any personnel assigned to this project. Prior to start of service or subsequent assignment otherwise to this project, provider shall submit to Veolia for prior approval any candidate for General Manager or Maintenance Manager. Veolia may approve or disapprove any such candidate at its sole discretion. Provider will not be considered to have permanently filled the open position with any candidate not approved by Veolia. Veolia shall

have the right and service provider shall agree to comply with any such request by Veolia to remove any person, with or without cause, from performing any work related to any contract resulting from this solicitation.

Any General Manager or Maintenance Manager assigned to this Project must remain in that position for a period of at least three (3) years unless Veolia asks the provider to remove the Manager or the Manager permanently separates employment from provider. If for reasons other than a permanent separation of employment or emergency, the General Manager or Maintenance Manager leaves prior to this date, Veolia in its sole discretion may immediately assess a liquidated damage equal to one-half (½) times the Manager's annual salary plus benefits, to be collected through a reduction in payment owed the provider in the next invoice cycle, or as otherwise agreed upon at Veolia's sole discretion.

Irrespective of the foregoing if for any reason the General Manager or Maintenance Manager position remains open or not permanently filled for more than sixty (60) days with a qualified, full-time Manager approved by Veolia, a liquidated damage equal to the Manager's monthly salary plus benefits may be immediately assessed by Veolia and collected through a reduction in payment owed the provider in the next invoice cycle, or as otherwise agreed to at Veolia's discretion. Such liquidated damage may continue to be collected for each subsequent month in which no permanent Manager is designated and assigned to this contract. The intent of this language is to provide stability and continuity of management for SF Paratransit services. Veolia does not intend to arbitrarily or capriciously restrict anyone's career ambitions; however, Provider and Provider's manager candidates must recognize that frequent changes of management inflict intangible costs upon the quality of service provided to SF Paratransit.

5.23.1 Drivers

Providers must supply a sufficient number of properly qualified personnel to operate vehicles and provide the required service. Provider shall be responsible for using appropriate driver screening and selection criteria when employing drivers. Such criteria will include Department of Motor Vehicles license check and physical examination sufficient to meet applicable requirements for all these services. Compliance with DMV Pull Notice Program to the extent such is found legally enforceable is required. All drivers must be properly licensed in the State of California and possess the necessary valid driver license for the class of vehicle operated and shall be properly trained in the operation of that vehicle and its accessories. Such licensure shall include Commercial Driver License (CDL) if the CDL is required for the vehicle(s) to be operated. Drivers who do not meet the minimum criteria detailed in Exhibit 7, Driver Standards, may not provide service on behalf of SF Paratransit:

5.23.2 Training Requirements for Drivers and Other Operations Personnel

Adequate training for all in-service vehicle operation personnel which includes service area geography, passenger assistance techniques, and San Francisco Paratransit program rules/guidelines will be required for all personnel involved in the operation of vehicles.

The San Francisco Paratransit Broker has adopted policies which ensure that all drivers and others directly engaged in service are trained in accordance with the federal ADA regulations in operation of vehicles and equipment, safety and sensitivity toward persons with disabilities, **before transporting passengers**. Drivers shall also be required to take refresher-training each 2 years after they are hired or more often as needed to address driver deficiency or because otherwise required. Training records will be maintained by service providers and available to the Broker for inspection at all times. Such records shall document the training received by each driver, the instructor providing the training and the date the training was provided.

Service provider shall ensure that all employees and contracted personnel engaged in service delivery are properly trained in accordance with this provision. Specifically, service provider shall ensure that before it will directly transport consumers, all personnel directly connected with the movement of vehicles (the driver, any dispatcher and any supervisor) must meet the following minimum training standards and any additional training as required by Broker. All training costs shall be the service provider's responsibility. Only persons certified or designated as an instructor of the respective subject area and type of California Special Driver Certification (Paratransit Vehicle or General Public Paratransit Vehicle), as determined by applicable regulation or governing authority, shall conduct the following training:

Passenger Assistance Techniques (PAT) or Passenger Assistance, Safety and Service (PASS): Standard eight (8) hour PAT or PASS. Such training shall introduce disability awareness, sensitivity and related topics and cover proper handling of wheelchair-user passengers and their mobility aids, blind passengers, use of vehicle equipment and securement devices, policy and procedures for the proper handling of "hand-to-hand" passengers, and emergency evacuation of persons with disabilities from paratransit vehicles.

Sensitivity and Disability Awareness Training: A minimum four (4) hour course that teaches personnel to recognize various disabilities and to understand the different needs of persons with disabilities. High emphasis on age related disabilities and the needs of seniors shall be covered. Emphasis on cultural diversity, aging sensitivity, social awareness and communication techniques shall be demonstrated.

Operating Procedures Training: A minimum eight (8) hour course which teaches drivers about handling in-service or on-road emergencies, including emergency evacuation, SF Paratransit policies and procedures, radio procedures, braking and steering techniques, and accident/incident

reporting. Also an overview and description of SFMTA and BART fixed-route services shall be included.

National Safety Council Defensive Driving Training: Standard four (4) hour DDC (DDC-IV) course. Approved equivalent permitted.

American Red Cross First Aid/CPR: A minimum eight (8) hour training course with emphasis on first aid, biological topics such as blood-borne pathogens, bodily fluids and spills and infectious diseases. Approved equivalent permitted.

Local Geography: A minimum eight (8) hour course which assures that personnel are knowledgeable of local geography, location of key social service offices, dialysis centers, senior centers, recreational facilities, major activity centers, key medical centers and hospitals, neighborhoods, transit centers/stations, SFMTA/SF Paratransit offices, major arteries and freeways, use of surface streets as alternatives. Training must include tests which demonstrate that drivers and dispatchers can read and effectively use the designated map book for the area.

Elder and Dependent-Adult Abuse Training: A two (2) hour training offered by the CCSF's Department of Health and Human Services which trains personnel in the techniques and necessary skills for the identification of any kind of elder abuse. Training shall discuss procedures for reporting cases where elder and dependent adult abuse is suspected.

Substance Abuse Training: As required by federal law and herein outlined in Section 5.29, Drug & Alcohol Abuse Prevention.

Behind the Wheel Instruction (BTW): A minimum of twenty (20) hours of hands-on vehicle operation instruction including, but not limited to, vehicle pre-trip inspection, basic maneuvering skills, proper mirror usage, backing policy and procedures, parking procedures for one-way streets, demonstrated safe handling of the vehicle in varying traffic conditions, safe approach and entry of intersections, demonstrated compliance with traffic laws, proper following distance and lane positioning.

The Broker may request to review all course materials and service provider shall make such available upon request. Service provider will agree to cooperate in obtaining such printed materials and audio/visual materials in accessible formats. The Broker may elect to attend any training course conducted by service provider or service provider contractor and service provider agrees to allow such attendance at no cost to Broker. Attendance shall be for the sole purpose of ensuring that training meets outlined standards and no certificates of completion shall be furnished to the Broker or its representatives. Notice of such election may or may not be given to service provider in advance. Broker reserves the right to reject any training course, trainer, training materials or to

substitute its own curriculum for any training course. All training costs shall be the exclusive responsibility of the service provider.

Training described herein pertains to the provision of all San Francisco Paratransit service (SF Access, SFMTA Group Van, DAAS Group Van, and DAAS Shopping Shuttle) and is not intended to relieve Provider of the obligation to complete any other training which may be required by federal/state/local regulations or that which is necessary for obtaining required licenses/permits/certificates. Provider is strictly responsible for maintaining accurate and detailed records of training, retraining, and refresher training provided to all personnel, including drivers. Summary records detailing employee name, position, badge or operator license number (or equivalent) and date of completed training (Driver Qualifications Report) shall be furnished to Broker at the start of the contract, monthly thereafter or as often as necessary to allow Broker to possess the most current driver information. Service provider shall also furnish such information upon Broker's request. Detailed records shall become part of the permanent employee file and shall be made available to Broker for inspection upon request.

5.24 SAFETY AND SECURITY TRAINING FOR ALL EMPLOYEES

All San Francisco Paratransit service providers and their respective staff will be trained and current in the Standardized Emergency Management System (SEMS), National Incident Management System (NIMS) and the Incident Command System (ICS). Such training shall include the appropriate ICS modules relative to the employee's position. All employees will be trained as provided under the approved Emergency Operations Plan. On-line and group independent study courses that meet the requirements for ICS 100, 200, and 700 are available through the Federal Emergency Management Agency's (FEMA) Emergency Management Institute (EMI) website: <http://training.fema.gov/>. For additional information concerning SEMS, prospective providers are referred to the California Emergency Management Agency at http://cms.calema.ca.gov/prep_sems.aspx. Provider shall be responsible for all costs associated with training provider's employees in the areas of safety and security.

5.25 LIVE SCAN BACKGROUND CHECKS

Providers shall enroll in the California Department of Justice Live Scan background check program. Live Scan checks shall be conducted for all drivers prior to being placed in service. This requirement extends to any employee who operates a vehicle in revenue service or otherwise transports or assists any SF Paratransit rider. Provider shall also enroll in the Live Scan subsequent arrest notification program. Provider shall be responsible for maintaining the privacy of criminal record information obtained through Live Scan. For the purpose of verifying compliance with the Live Scan requirements, provider will retain Live Scan monthly billing reports in accordance with the Paratransit service contract record retention requirements and make such billing records available for audit by the Broker or SFMTA. In the event provider is at any time deemed

unqualified to participate in Live Scan by the California Department of Justice, provider shall conduct a similar state and federal background check to the maximum extent allowed by law.

5.26 ON-STREET SUPERVISION

Service provider shall provide adequate road supervision as required to monitor service delivery, drivers and vehicles, respond to customer complaints, investigate service matters, including accidents, incidents, and matters identified by the Broker, and assist drivers in providing revenue service as appropriate. Provider shall employ at minimum one road supervisor per 300 trips provided daily. Provider is responsible to submit to Broker a copy of monthly summary road supervisor report that details the name of the road supervisor, inspection dates, findings and resolutions. At the request of Provider, Broker can furnish a report format.

For SF Access, provider shall never have less than one supervisor deployed to monitor service at any time service is being provided. At the start of each month the provider shall give Veolia a daily schedule of all assigned road supervisor shifts. Liquidated damages may be assessed for any day or shift for which the road supervisor requirements are not met.

Broker reserves the right to contract with a third party for purposes of performing monitoring activities related to service provider's performance or may conduct its own direct supervision of provider's performance. Service provider agrees that its employees and contractors shall cooperate fully with Broker employees or contracted personnel in such efforts. Broker is not required to notify service provider in advance of its supervisory efforts.

Service provider agrees that it will provide additional road supervision if Broker determines that such is warranted. Broker agrees to discuss such a request with the service provider's general manager before making such a request.

5.27 INTERNAL AND EXTERNAL COMMUNICATIONS

While all personnel must be properly and adequately trained to deliver services required by this contract, there is no substitute for clear and concise internal communication. This is particularly true between management and dispatchers and dispatchers and drivers. While good working knowledge of local geography is critical to all aspects of this service, the relaying of critical individual rider information between drivers and dispatchers/supervisors is vital to good service for riders utilizing those services. This is especially true for new or substitute drivers. Proposer must, as part of this proposal, submit a plan for dealing with how internal communications at all levels will be handled and how communications between service provider and agencies on both a global level and day-to-day level will be handled. The communication protocol should also address ride cancellations and route changes.

This in no way replaces the specific two-way communications requirements defined in this document. Direct two-way communication between vehicles and the provider's dispatch office will be required at all times when vehicles are operating on behalf of San Francisco Paratransit under any resultant agreement.

In addition to any other specific reporting requirement stipulated elsewhere in this RFP, Provider shall keep Broker informed of any service related incident or issue that may materially affect SF Paratransit or the provision of SF Paratransit services. For the purpose of facilitating communication of service related issues, the SF Access provider and Broker management staffs may meet biweekly or as often as necessary to discuss status of service quality, safety, service complaints, staffing, vehicle maintenance, and other issues related to recent, current, or pending SF Paratransit service. Group Van provider staffs meet with Broker staff on an as needed basis to discuss service related issues. Unless otherwise delegated, the Veolia General Manager shall be the primary point of contact for any provider question or concern regarding issues that affect or may affect SF Paratransit.

Provider shall defer to Veolia and SFMTA all public communications concerning SF Paratransit services. This includes mass communications with riders and all media communications, including but not limited to any advertising, printed materials, press releases, rider notifications, rider communications, etc. Any media inquires concerning SF Paratransit or provider's SF Paratransit operations shall be immediately referred to the Veolia General Manager. Provider shall designate to Veolia a point of contact within the provider's organization, who shall be the person Veolia or SFMTA may refer media or other inquiries concerning the provider's business concerns.

5.28 WAGES, SALARIES & BENEFITS

Except as exempted or waived by law, regulation, ordinance or in writing by Broker, this section shall apply to all proposers and to all final contracts. Provider agrees that in order to verify compliance with this section, Veolia shall have the right to audit provider's wages and benefits. Veolia may obtain such information from provider, provider's employee representatives or directly from employees or by any other reasonable means necessary to confirm compliance.

Service provider shall propose a competitive wage and salary structure for all positions associated with the delivery of paratransit services under this agreement. Such salaries and wages shall be intended to attract and retain the best-qualified persons to perform this work.

Provider will be required to agree to comply fully with and be bound by the provisions of the City of San Francisco's Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P, except that all or any portion of the applicable requirements of the MCO other than wages may be waived in a bona fide collective bargaining agreement, provided that such waiver is explicitly set forth in such agreement in clear and unambiguous terms. All Provider employee wage rates, including trainee, will meet or exceed **the MCO wage standards** (currently,

\$11.54 per hour) at all times. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under this contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. Additional information regarding the MCO is available at the City's web site at www.sfgov.org/mco.

Irrespective of the MCO or a bona fide collectively bargained waiver thereof, provider shall pay drivers in accordance with this paragraph. Proposer shall propose a competitive training wage for driver trainees while they are being trained. Such wage shall commence on the first day of training. Upon successful completion of training, full-time and part-time drivers shall graduate from training and be paid no less than the established minimum SF Paratransit driver wage, currently \$14.80 per hour (straight time) for each hour worked. Such pay rate shall be effective at a minimum upon the first day after training has been completed but not later than ninety (90) days after being hired. Thereafter, service provider shall provide for an increase in compensation to be effective each July 1 that is at least equivalent to the cost of living index adjustment as determined on April 30th for the past year (see Subsection 7.2.1).

In addition to a competitive wage and salary package, proposer is expected to propose a competitive benefits package for all full-time drivers and support personnel affiliated with the delivery of paratransit services under this contract. At a minimum, proposer shall include in its proposal a medical and dental benefits package, including hospitalization and prescription drug benefit package that extends to employee with options for employee's spouse or domestic partner and employee dependents. Serious consideration must be given to minimizing the employees' cost of employee participation in benefits package and efforts to minimize said cost shall be documented by proposer. A complete description of the proposed benefits package shall be included in the proposal. At all times provider shall also comply with all requirements of the City's Domestic Partner Benefits requirements and the requirements of the City's Human Rights Commission. These requirements can be found at <http://library.municode.com/index.aspx?clientId=14131&stateId=5&stateName=California>.

For contracts and subcontracts valued at more than \$50,000 or involving the lease of City property, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment. Contractors should consult the San Francisco Administrative Code, which may be found at the above link, to determine their compliance obligations under this chapter. Providers subject to the First Source Hiring Program requirements may be assessed liquidated damages by Veolia or the City for violations thereof.

5.29 DRUG & ALCOHOL ABUSE PREVENTION

As a recipient of Federal public transportation assistance funds, SF Paratransit's vehicle operations contractors are subject to the drug and alcohol testing regulations of the United States Department

of Transportation (DOT), specifically 49 CFR Parts 40, 655 and the preamble of the Omnibus Transportation Employee Testing Act of 1991. Final rules for drug and alcohol testing and training programs were published by the US DOT on February 15, 1994, with implementation on January 1, 1995, and in effect on a continuing basis thereafter.

Since SFMTA can assist service providers with compliance, proposers are encouraged to consider utilizing SFMTA's Substance Abuse Program as a way to comply with the requirements herein outlined. To obtain assistance in compliance with these requirements, proposers are encouraged to contact Reggie Smith at SFMTA's Substance Abuse Program at (415) 701-5018. As part of its proposal, Provider must define clearly how it will comply with these requirements as of the first effective date of the contract.

See Exhibit 13, Drug & Alcohol Program Requirements for more details.

5.29.1 Drug-Free Workplace

Provider shall comply with all requirements of the Drug-Free Workplace Act as promulgated by 49 CFR Part 32. Provider will develop a written drug-free workplace policy and distribute said policy to all employees in accordance with applicable FTA regulations. Unlike the drug and alcohol testing requirements, all employees must be subject to the drug-free workplace policy.

5.30 PUBLIC INFORMATION/SIGNAGE

Through the Broker's office, San Francisco Paratransit will prepare all public information materials for the service including a brochure, rider's guide, comment cards and other announcements as required, except that provider shall be responsible for all costs associated with providing itself with a sufficient supply of No Show door hangers. These materials will be directly distributed by the Broker and all service providers shall cooperate in any distribution efforts. Provider or its employees or representatives may not distribute written, printed, or other communication to passengers without the express approval of Veolia. Doing so would violate this agreement and could be subject to the assessment of liquidated damages.

The San Francisco Paratransit Broker's office may provide, at no charge, signs or decals of an appropriate size approved by Veolia that will identify provider vehicles as being used in San Francisco Paratransit service. Such signage or decals, like all rider manuals, shall reference the SF Paratransit phone number or other approved contact number for service complaints or other comments.

5.31 PROGRAM ADMINISTRATION AND OVERSIGHT

As the Broker for the San Francisco Paratransit program, Veolia has overall responsibility for administration and oversight of the paratransit program including, but not limited to the functions listed herein. The Broker's Director of Operations will serve as its primary contract compliance

manager and the primary point of contact with providers. No guarantees or minimums in trip volume will be made by the Broker as part of any contract. The Broker reserves the right at any time during the term of any resulting agreement to add or reduce service quantity levels. Normally this would occur through set procedures, but may be achieved outside of any set procedure if circumstances warrant such.

5.32 IMPROVEMENTS

The Broker will work cooperatively with its service providers in refining the assignment, distribution and scheduling of service and identify other ways to further improve service productivity and/or quality. For ADA paratransit trips and stair-assist trips, Broker reserves the right to work with service provider to address scheduling and cost effectiveness issues related thereto.

5.33 SPECIAL SURVEYS

Service provider agrees to cooperate and participate as required by the Broker with any surveys the Broker or its designated contractor may undertake with regard to services provided under this contract. Such could include providing certain data in electronic or other format for purposes of conducting rider or driver surveys.

5.34 INCENTIVES/DISINCENTIVES

To promote good performance, Veolia shall pay provider incentives in each calendar quarter (3-month period) where Provider has reached certain performance targets as identified by Provider and validated by Veolia. Due to the relative scale of service levels and lack of applicability of certain incentives to group van and shopping shuttle service modes, the incentives shall apply only to SF Access service. Any incentives will be paid after the first six months of service have been delivered under the new contract.

See Exhibit 11 for a full listing the Incentives and Disincentives schedule.

5.35 REPORTING REQUIREMENTS

5.35.1 Financial and Operating Reports

Broker will summarize all monthly statistics and submit such reports to SFMTA for review. Annual reports including federal and state reports will also be compiled and submitted by Broker. Service provider will comply with all requests by Broker for service data and cooperate in the compilation and collection of such data reasonably necessary to satisfy SFMTA, federal, state, and other reporting requirements.

5.35.2 Accident/Incident Reporting Requirements

All passenger and vehicle accidents involving property damage or any personal injuries resulting from Provider's operation of paratransit services must be verbally reported to the Broker's designated representative immediately, and verified with a complete written accident report provided to the Broker within twenty-four (24) hours of the occurrence. Such reports must be as detailed and meaningful as possible. The Broker shall approve the report format.

All other incidents or occurrences which happen in the course of service operations involving passengers, odd behavior, threats, or disputes must be reported and documented on a written incident report provided to the Broker within twenty-four (24) hours of the occurrence.

Provider will prepare and submit a monthly Safety and Security summary report that meets the reporting requirements of the Federal Transit Administration's National Transit Database.

5.35.3 Daily Reporting Requirements

Provider shall on a daily basis, report to the Broker a summary of the previous day's very late and missed trips in a format approved by the Broker. Failure to report or delayed reports may result in the assessment of liquidated damages.

Daily information shall be stored by service provider and shall be accessible by and available to the Broker. Such information shall include completed vehicle trip manifests which include driver name, badge number, vehicle number, passenger name, identification number, passenger signature, fare collected, passenger pick-up and drop off times including scheduled and actual times, time and mileage for each and all trips including summary mileage for each run to compute revenue miles, total miles, revenue hours and total hours, and total daily passenger counts by type and category (e.g., ambulatory, wheelchair, stair assist, etc.).

Dispatcher logs shall also be maintained daily and shall include service date, the name and origin address of passenger requesting service, destination and desired drop-off time, identification of assigned driver, and scheduling system's estimated pick-up and drop off times. Dispatcher logs shall also record relevant radio communications including weather, date, time of communication, nature of communication and comments.

Summary reports will be prepared by Broker for submittal to and review by SFMTA as required.

5.35.4 Financial and Operations Reports

All service providers will be required to keep certain financial and operating records for the San Francisco Paratransit program. This information will be used to calculate and reconcile invoices to SFMTA, and to report operating statistics as required by the Broker, SFMTA, Caltrans, MTC, the State of California, and the Federal Transit Administration (FTA). It will be the responsibility of the service provider to record and report information in a manner approved by the Broker, and to

make records available for inspection by the Broker, SFMTA, federal, state, or local authorities, and their agent at all times upon reasonable notice.

Provider shall be paid based on the computer generated "Accounts Payable" report produced by software provided by Veolia and verified by Veolia through multiple methods. Thus, it is essential for Provider to properly enter daily trip information into the database (trip edit) as soon as possible but not later than forty-eight (48) hours after the date of the service and be sure to obtain rider signatures on route manifests (see below) where indicated. Provider shall complete the "trip check-in" process within 48 hours after the service date (weekends and holidays shall not be counted in calculating the 48 hour time period). Manifests/trip tickets shall be turned in to Veolia within 72 hours after the end of the service date (weekends and holidays shall not be counted in calculating the 72 hour time period). The manifests shall also be accompanied by a daily fare collection report.

Properly completed trip manifests are essential for processing payments to Providers. The Provider shall maintain daily trip manifests indicating all passengers transported each day, utilizing the format supplied or approved by Veolia. Properly completed trip manifests must be included in the weekly invoice. The trip manifest shall indicate each trip supplied by the Provider and shall be signed or initialed by each passenger or a representative of the serviced entity.

The Provider shall invoice Veolia on a monthly basis for trips actually delivered, and in amounts calculated as set forth below. The Provider shall submit the invoice by the 5th business day following the end of the month in which service was provided. The monthly invoice and accompanying fare collection summary report shall be subtotaled by week. An invoice week shall cover one period from Sunday through Saturday. Each invoice will be reconciled against Veolia's records of passengers, authorized and completed trips, and fares collected. Any discrepancies between the Provider invoice and Veolia records must be corrected to reflect actual rider activity. Provider shall not be reimbursed or credited in any way for fares it was required to collect but failed to collect. Late invoices, and/or trip lists may delay payment. Incomplete invoices and trip lists shall cause payment to be delayed or withheld until there is substantial compliance with the requirements of this section. If the invoice is not submitted by the above-mentioned due date, liquidated damages may be assessed.

Veolia will not reimburse any trip that was provided more than sixty (60) days prior to the date of the invoice. Notwithstanding the disputes or any other clause in this contract, all disputes arising out of the invoice submission, approval and payment process shall be submitted by Provider in writing. Any dispute not submitted in writing by Provider within sixty (60) days of the payment date of the disputed invoice shall be time barred and waived and Provider agrees that such dispute shall no longer be eligible for consideration by Veolia. All payment disputes shall be in writing and supporting documentation must be included. Disputes submitted without supporting documentation will be rejected.

Payments shall be made on a per registered rider, per one-way trip basis. A trip is defined as the transportation of a certified rider traveling from an origin to a destination. Escorts and attendants traveling with a certified rider are not additional riders and do not entitle Provider to additional payment. No payment is made for unauthorized trips, cancelled trips, no-shows or trips not completed. No payments shall be made or calculated on a minimum number of passengers per vehicle trip basis (i.e. a single passenger is transported but Provider bills a four passenger trip minimum). Fares collected shall be accounted to Veolia, retained by Provider. Payment due to Provider from Veolia shall be offset by Fares retained by Provider.

5.35.5 Annual National Transit Database (NTD) Reporting

Service provider will cooperate fully with Broker in collection and reporting of all required Federal Transit Administration (FTA) ridership information. This reporting entails a high level of financial and operations data sampling (approximately once per week) utilizing FTA approved sampling techniques or by collecting 100% of the data. Data shall be in conformance to Level C of the Uniform Financial and Reporting Elements (FARE) as required under section 15 of the Urban Mass Transportation Act of 1964 as amended and California Public Utilities Code, Chapter 4, section 99243. All source documents shall be maintained for five (5) years following final payment under the contract and may be audited by Broker, SFMTA, the City/County of San Francisco (CCSF), or other federal or state agencies at any time within the contract period and up to one year after the end of the contract period.

5.36 INSURANCE REQUIREMENTS

Providers will be required to maintain the following insurance coverage at or above the minimum limits specified:

5.36.1 Worker's Compensation and Employer's Liability

Provider shall maintain a policy of insurance covering Workers Compensation risks in such amounts and with such coverage as required by the laws of the State of California, with Employer's Liability Limits of not less than \$1,000,000 each accident, injury, or illness.

5.36.2 Comprehensive General Liability

Comprehensive "broad form" general liability coverage for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations of not less than \$2,000,000 combined single limit for any one occurrence.

5.36.3 Automobile Liability

For all vehicles engaged in San Francisco Paratransit service, coverage for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired Auto of \$2,000,000 combined single limit for any one occurrence.

5.36.4 Automobile Collision and Comprehensive Coverage

For vehicles not owned by provider, insurance coverage shall also be maintained for physical damage to the vehicles including comprehensive and collision coverage equal to the cash value of the vehicles with a maximum deductible of \$500.

All insurance coverage required to be maintained or provided by the Provider must be with insurance companies licensed and admitted by the State of California. All comprehensive general liability and automobile liability policies must have Veolia Transportation Services, Inc., the City and County of San Francisco, the San Francisco Municipal Transportation Agency (SFMTA), and any subcontractor or agent of the Provider engaged in any work under this agreement listed as an additional insured.

5.36.5 Certificate of Insurance

Not later than 30 days from Notice to Proceed (NTE) under any contract awarded to Provider through this solicitation, and prior to the start of service under this agreement, Provider shall provide Veolia a certificate of Insurance, specifying coverages as required in this paragraph, underwritten by a carrier acceptable to Veolia (and having a most recent published rating by A. M. Best Company of "A" or better) indicating Veolia Transportation Services, Inc.; the City and County of San Francisco (Funding Entity); and any subcontractors are included as additional insureds on said policy. For worker compensation insurance only, in lieu of naming additional insured, Provider may furnish a "waiver of subrogation" releasing Veolia Transportation Services, Inc.; the City and County of San Francisco (Funding Entity); and any subcontractors from any liability for a work-related injury claim filed by an employee or subcontractor of Provider. All policies shall contain a provision that Veolia shall be given thirty (30) days written notice before the cancellation of any policy, and that such insurance is primary and no insurance of Veolia Transportation Services, Inc.; the City and County of San Francisco (Funding Entity); or subcontractor will be called upon to contribute to any loss.

Liability policies may be arranged under individual policies for the full limits required, or by a combination of underlying policies with the balance provided by an umbrella liability policy. All liability insurance shall be written on an occurrence basis; claims-made basis policies are not acceptable.

5.37 EMPLOYMENT TRAINING PROGRAM

Training Requirements: SFMTA requires all contractors and sub-contractors to comply with SFMTA's Employment Training Program which fosters employment opportunities for economically disadvantaged individuals. Contractor is required to notify Veolia of all open, entry-level positions and consider all program referrals fairly and equally. In addition, the Contractor is required to hire a minimum number of professional service trainees in the area of the Contractor's expertise. Trainees shall be obtained through the City's First Source Hiring Program 'One Stop

Employment Center', which works with various employment and job training agencies/organizations or other employment referral sources.

Veolia has determined that the total number of trainees for the van service contracts is five (5). Based upon estimated contract value, the SF Access provider will be required to employ four (4) trainees and the SFMTA Group Van provider one (1) trainee in accordance with the following program requirements. The number of trainees required is the total number of trainees employed during the life of the contract.

Please see Exhibit 14 for more details required under the SFMTA training program.

6 OVERVIEW OF RFP PROCESS

6.1 EVALUATION OF PROPOSALS

A two-phase evaluation will be completed, where proposals will be evaluated first, as to their responsiveness to the following minimum requirements. Responsive and qualified proposers will be further evaluated on the basis of capabilities and proposed costs as the second phase of the evaluation. A source selection committee will evaluate the Technical Proposals based upon the scope of work. An overview of the evaluation criteria may be found in Section 7 of the RFP. The committee will score each Technical Proposal according to the technical categories and methodology described in Subsection 8.1. After the technical scores are determined, Veolia staff will score the Cost Proposals as described in Subsection 8.2.

6.1.1 Minimum Requirements of a Responsive and Qualified Proposal

Proposals which are incomplete and/or which fail to demonstrate adequate qualifications may be deemed non-responsive and will not be considered further.

To be considered responsive and qualified, the proposal must:

6.1.1.1 Receipt of Proposal(s)

- Be received on or before the specified submission deadline;
Proposal submittals must be received no later than Friday, April 1, 2011, at noon Pacific Standard Time. Your submittal may be delivered in person; sent via courier, or U.S. mail. Proposals are to be submitted to Veolia's Contracts Administrator, Kent Hinton at the following address:

Attn: Kent Hinton
Veolia Transportation Services, Inc.
68 12th Street, 1st Floor
San Francisco, CA 94103-1297

6.1.1.2 Cover Letter

- Include a cover letter that identifies the proposing firm/organization, mailing address, and contact person and telephone number.

The cover letter must:

- Clearly state for which service modes the proposal has been submitted. Indicate for each service mode, other than SF Access, the range of number of trips proposed;

- Certify that the Proposal meets all the requirements outlined in this Request for Proposal (RFP) and covers the entire Scope of Work herein described and the entire service area;
- Acknowledge the receipt of each addendum issued pursuant to this RFP;
- Designate a person to be the point of contact for all matters related to the RFP and Proposal, including contact name, title, mailing address, telephone number, and e-mail address;
- Certify that proposal shall be valid for up to nine (9) months from the date of submittal;
- Be signed by the individual who is authorized to negotiate and execute a contract on behalf of the proposing firm/organization.

6.1.1.3 Proposal Minimum Requirements Checklist

- Submit a completed Proposal Minimum Requirements Checklist. Proposer shall initial each line, confirming inclusion of said element or item within Proposer's submittal package as required. **Failure to include any element or item listed on this form will cause Veolia to deem proposal "non-responsive" and to discard said proposal.**

6.1.1.4 Cost Proposal with Budget(s)

- Include one (1) sealed envelope labeled "Cost Proposal", including a completed and signed Pricing Form for each combination of proposed service modes as identified in the cover letter: all modes, SF Access-only, SF Access plus SFMTA Group Van, and/or DAAS Group Van and DAAS Shopping Shuttle;
 - SF Access pricing shall be priced based upon the full quantity of trips identified
- Include one (1) sealed envelope labeled "Project Budget", including a full, line item budget for each Pricing Form submitted as part of your Cost Proposal. The budget shall meet the requirements set forth in Subsection 7.2, Cost Proposal.

6.1.1.5 Technical Proposal

- Include one (1) typed or printed original Technical Proposal, eight (8) copies of the Technical Proposal, one (1) 16 point font (large print), and one (1) electronic copy on a MS Windows readable CD or DVD in MS-Word 2003 format. One Braille copy must be provided upon request;
- Designate a prime contractor, if more than one agency, company or individual is proposing with other(s) to offer service, to conduct business, make commitments on behalf of group and to obligate all members to meet the terms of any agreement reached between Provider and Broker;
- Meet all liability and insurance requirements, as set forth in Subsection 5.36 and elsewhere in this RFP, as well as all other applicable legal requirements, including all licenses and inspections; provide and maintain in full force during the term of the agreement, all

insurance including workers' compensation with limits not less than \$1 million occurrence, comprehensive general liability with limits not less than \$2 million per occurrence, comprehensive automobile liability insurance with limits not less than \$2 million per occurrence and all other required insurance in limits specified with the required additional insureds;

- Demonstrate at least five (5) years successful experience operating ADA paratransit service of similar scope to the services being proposed;
- Present a general manager candidate (or equivalent position) having at least five (5) years of increasingly responsible experience in managing paratransit or transit services, at least two (2) of which shall be paratransit experience;
- Present key staff each having at least two (2) years of paratransit related experience.
- FOR DAAS GROUP VAN AND SHOPPING SHUTTLE ONLY – at least five (5) years successful experience operating group transportation services for seniors will be accepted in lieu of ADA paratransit experience. Proposer must, however, demonstrate knowledge and understanding of ADA transportation requirements, as well as industry standard passenger assistance techniques.
- SF ACCESS ONLY – must propose and fully describe a local call center providing both reservations and “where’s my ride” functionality. If Proposer proposes an optional remote call center, it shall only do so in addition to proposing a local call center and shall also be fully described, including the cost savings to San Francisco Paratransit.
- Avoid any potential conflict of interest by signing all required forms and be capable of ensuring that no collusion in preparing Provider’s proposal occurred and that Provider has no other interest, financial or otherwise, in any other proposer in this process; and,
- Comply with the Small Business Enterprise (SBE) and First Source/SFMTA Employment Training Program requirements as set forth in the respective sections of this RFP.
- Fully complete and attach to all copies of the proposal, the documents that are listed in Section 10.2, Certifications, Declarations and Forms of this RFP. Failure to complete and/or submit any required certification, declaration, or form may be grounds for Veolia to deem the proposal non-responsive and reject it.

6.2 DETERMINATION OF AWARD

The final determination of contract award will be based upon a Source Selection Committee’s objective process as detailed in Section 8, Scoring. The aggregate maximum score that a firm can receive for each service proposed is 100 points broken down as follows:

Technical Approach:	maximum 70 points
Price:	maximum 30 points

The technical approach score for any firm shall be based upon the overall approach of that firm’s single technical proposal and shall be combined with the separate price score of each service proposed to arrive at a unique total score for each service proposed by said firm.

Veolia reserves the right to negotiate a final price and contract with only those firms who propose the best overall value for San Francisco Paratransit as determined by Veolia. Those firms may be required to present their proposed service(s) and conduct an oral interview before the established selection committee. Each firm selected for oral interview will be provided a summary review of their proposal, identifying strengths and weaknesses of the proposal. At the time of the oral interview, presenters shall identify how they will address weaknesses to the proposal in addition to any technical presentation.

Contract award may be made without discussion with proposers, simply on the basis of initial proposals. Therefore, proposers are cautioned to present their best effort and most competitive price with their initial submittal.

7 CRITERIA FOR EVALUATION OF PROPOSALS

Proposals will first be evaluated on a pass/fail basis as to whether the proposal meets the minimum contractor qualifications before the Source Selection Committee members receive them. Proposals will then be evaluated on technical aspects of the proposal. In addition to the cover letter introducing Provider, proposers should describe in detail their firm's qualifications, including experience and professional references, and then address in detail the following:

- approach to project including project management, suitability of operations/maintenance facility, fleet, and project implementation plan;
- staffing plan, including proposed management team and organizational chart;
- training plan, including proposed training programs for drivers, supervisors, dispatchers, call center staff (if proposing SF Access), administrative staff and maintenance personnel;
- internal communication plan and protocols
- SFMTA Employment Training Program Plan, including the number of interns to be hired
- maintenance and quality assurance program, including proposed maintenance facility;
- operation of services on a "per-trip" reimbursement basis;
- safety programs, including drug & alcohol policy;
- call center (reservations and "Where's My Ride") design and location, including proposed telephone and reporting system {SF Access only};
- dispatch center, including design, location, and communications systems;
- complaint investigation and resolution processes;
- driver and employee recruitment and retention programs;
- financial qualifications; and,
- customer references.

Proposing firms/organizations will be evaluated and scored on the following criteria:

7.1 TECHNICAL PROPOSAL

7.1.1 Quality of Proposals

Proposals should be printed and bound, preferably in 3-ring binders. Greatest consideration will be given to those proposals which are complete, well organized, fully address the service modes being proposed, and address specifically what quality of service improvements your firm will offer San Francisco Paratransit. Proposer is asked to undertake reasonable effort to make the electronically supplied document(s) compatible with commonly available reader software or devices and call out in its Proposal, which programs or devices are compatible, if known.

7.1.1.1 Describe In Detail The Services Being Proposed:

Services being procured are described in detail under Section 5 beginning on page 7. Interested proposers must be clear which services they are proposing for; you may propose on a specific service, all services, or any combination thereof. Veolia, through the defined process, will evaluate all proposals first on a technical basis and then on a cost basis. It is the intent of Veolia, on behalf of SFMTA, to award multiple service contracts for SFMTA and DAAS Group Van and DAAS Shopping Shuttle, and a sole contract for SF Access.

If more than one service mode is sought by Proposer, the proposal should, as applicable, describe any differences in approach to each service mode when addressing the technical requirements of the RFP.

7.1.1.2 Small Business Enterprise Participation

The San Francisco Paratransit Broker is committed to Small Business Enterprise (SBE) participation in conjunction with SFMTA's goals for this project. Although no specific SBE goal has been set for any service contract, SF Paratransit strongly encourages SBE participation. Firms proposing must meet the SBE program requirements specified in Section 10 and requested information shall be included in Provider's proposal.

No proposal which fails to respond to the SBE section of this RFP shall be deemed responsive. Such proposals shall be disqualified in accordance with specifications herein outlined.

7.1.2 Management, Technical Competence, and Expertise

7.1.2.1 Qualifications of the Firm

When presenting its qualifications, proposers should describe projects of a relevant and similar nature and scope, including time in that project, and provide a contact name and phone number for the person at the client site that is most qualified to speak about Provider's performance history. Proposers should attach a recent performance report (statistics) generated by its client at each project referenced. A detailed description about the service provided for each project referenced including numbers and types of vehicles operated, its responsibilities on each project (e.g., maintenance, routing/scheduling, dispatching, vehicle operations, administration, etc.) shall be defined.

Proposers may attach, under a separate section, a summary of all their public transit projects, marketing materials and related information used by the proposer when soliciting new business.

Proposers shall describe in detail its complete organization both at the local level and, if applicable, at a corporate level. Emphasis shall be given to a firm's depth and proven ability to support the

local team with its corporate resources. Proposers must include an organizational chart depicting the Provider's proposed local operation and maintenance teams and corporate structure.

7.1.2.2 Implementation Plan

Proposer must submit a written plan for implementation of the service, including a schedule identifying implementation activities and the time frame for accomplishing each. Additionally, the successful SF Access proposer(s) will be required to submit an electronic copy of the implementation plan in MS Projects file format within 30 days of the Notice to Proceed. The electronic copy of the implementation plan shall address all services for which the firm was awarded a contract. The implementation plan must list the expected start and completion dates for key activities such as hiring and training of personnel, acquisition of facilities and equipment and relocation, if necessary, of key personnel to San Francisco. Notwithstanding the Notice to Proceed, the reservation and route planning process shall start 7 days in advance of the 1st day of service if the awardee is not the incumbent.

7.1.2.3 Financials

Under financial qualifications, proposers must supply its most recent audited financial statement, including income statement and balance sheet, for the most recent and complete fiscal year. Income statements and balance sheets may be submitted in a separate, sealed envelope marked "Financials – Confidential." Proposer shall demonstrate its ability to support payment of its submitted invoice 30 days from the day it submits its invoice for a complete month of service to Veolia.

Proposer shall describe its financial relationship(s) with a financial institution(s) and identify this (these) financial institution(s). Proposer should submit a letter from a bank or other financial institution from which Provider maintains or has available an open line of credit. Such letter should state the amount of credit available to Provider and shall be executed by an authorized officer of the financial institution. Providers must identify any financial institution with which Provider has been party to a factor agreement within the past 12 months, including a letter from said Factor. Such factor letter shall describe whether or not provider is in good standing with Factor (or terminated factor agreement in good standing) and signed by an authorized representative of the Factor. Provider must explain any failure(s) which occurred during the past 12 months to pay employees on the appointed payday or failure to clear payroll checks issued.

7.1.2.4 References

With regard to references, proposer shall supply two (2) current clients and one (1) previous client, providing contact name, address and telephone number. Additionally, proposer shall provide the name and phone number of two current, non-management or non-supervisory employees. Proposer shall obtain approval from employees to be contacted by Veolia, including best days/times to be contacted.

7.1.3 Operations and Maintenance Capability and Experience

SF Paratransit services are demand responsive. Pull out and return to yard times may vary daily based upon ride demand and scheduling. Provider is responsible for scheduling vehicles (routes) in a manner that meets the performance standards outlined in the RFP.

7.1.3.1 *Operations Program*

Provider's technical proposal should clearly and succinctly describe its overall approach to the SF Paratransit project and its specific solutions to the provisions of service requirements detailed herein. Proposers are encouraged to present innovative ideas that will enhance service delivery and creatively solve service related problems. SF Paratransit is particularly interested in creative solutions that reduce or minimize funding agency costs while maintaining or exceeding the established standards.

Any firm proposing to operate SF Access must describe its proposed local reservations and ETA call center in full, paying special attention to the requirements set forth in Subsection 5.11, Call Center Requirements: SF Access Only and elsewhere within this RFP. If a firm chooses to alternatively propose a remote call center, it must propose, price and fully describe such remote operation in addition to a local call center. If a remote call center is proposed, Provider must adequately describe its accountability to local management staff and training programs to be employed so as to make the remote location a non-issue in the effective provision of SF Paratransit services and seemingly transparent to SF Paratransit patrons. Veolia shall solely determine which option presents the best value for SF Paratransit.

Provider shall include within its technical proposal a descriptive overview of its safety program as part of its operations program. A proposed safety plan for all employees shall be submitted as an attachment to the technical proposal, including the drug and alcohol policy. Provider should describe use of any specific safety tools such as DriveCam or similar products. Any proprietary safety training programs should be clearly identified as such. Employer sponsored safety incentive programs are strongly encouraged. Provider must disclose any Cal-OSHA issued safety violations and imposed fines occurring with the past three (3) years, as well as any adverse FTA or Caltrans drug and alcohol policy audits/reviews within the same period.

Although the preferred approach sought by SF Paratransit is to proactively manage service quality so as to avoid complaints in the first place, complaints offer the Provider invaluable feedback to opportunities to improve the quality of service. In its technical proposal, Provider shall describe its approach to ensuring service quality and managing complaints.

7.1.3.2 *Vehicle Maintenance Program*

Because service quality in large part depends on well maintained and well operating equipment, the Broker must be satisfied that the vehicles will be properly and fully maintained. Proposer's

maintenance program must meet or exceed the manufacturer's recommended service and service intervals for the vehicles under rugged duty conditions. Maintenance program must adhere to all local, state, and federal requirements. Proposer shall describe its preventive maintenance (PM) and repair program, including the following:

- How and where maintenance/repair work is to be carried out (in-house vs. subcontracted or outside services).
- PM program detail, including inspection/service intervals.
- Program for maintenance of vehicle accessories, including lifts, radio/GPS equipment and air-conditioning system.
- Body repair work and how it will be undertaken (in-house vs. subcontracted or outside services)
- How service provider will ensure that all body repair work undertaken, either light or heavy repair, will be quality checked to ensure that work is performed to Original Equipment Manufacturer (OEM) specifications.

A complete description of provider's proposed maintenance software, records management system for maintenance including how all records will be kept and how provider will ensure proper recording of all driver identified vehicle deficiencies and how provider will track all repairs including those instigated by daily defect or deficiency reports so that no repair, mechanical or structural, will go unrecorded.

7.1.3.3 Implementation Plan

Proposer must submit a written plan for implementation of the service, including a schedule identifying implementation activities and the time frame for accomplishing each. Additionally, the successful SF Access proposer(s) will be required to submit an electronic copy of the implementation plan in MS Projects file format within 30 days of the Notice to Proceed. The electronic copy of the implementation plan shall address all services for which the firm was awarded a contract. Contract Notice to Proceed is planned for May 15, 2011, with service to begin on August 15, 2011. The implementation plan must list the expected start and completion dates for key activities such as hiring and training of personnel, acquisition of facilities and equipment and relocation, if necessary, of key personnel to San Francisco.

7.1.4 Quality of Staffing Plan and Approach

Driver shortages always impact service. Veolia seeks competitive proposals which include wages and benefits intended to attract and retain a sufficient number of qualified employees to meet or exceed the service standards and goals set forth in the RFP.

7.1.4.1 Staffing Plan

An important element of an operations program is a staffing plan. Qualified, experienced and effective management staff is critical to the success of any project. The staffing plan must include

the resumes of all key personnel included in Provider's proposal. In addition to a complete organizational chart by position naming key personnel and detailing the number of full-time equivalencies, the staffing plan should articulate Provider's approach to managing personnel at all levels of the organization assigned to SF Paratransit. Included in the staffing plan should be a summary of staffing levels by position, expressed in fulltime equivalencies, for each proposed service mode. Particular consideration will be given to Provider's approach to minimizing employee turnover at all levels. In accordance with Section 1072 of the California Labor Code, Provider shall declare as part of its proposal whether or not Provider will retain the employees of the prior contractor for a period of not less than 90 days.

This RFP involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2) and the U.S. Secretary of Transportation has determined that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub recipient for which work is performed on the underlying contract. The Proposer shall "agree to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth [sic] Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter." The Proposer also "agrees to include the any [sic] applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA."

7.1.4.2 Training Plan

Efficient, courteous operation of paratransit services requires properly trained workers in each position. Proposer shall submit the training programs it will use to ensure that the employees in each of its positions, including drivers, are properly trained in the performance of their duties, together with its proposed training schedule and training content. Documentation of the applicable certifications of the designated trainer must be included. The minimum required elements of the driver training component are detailed in Subsection 5.23.2. In addition, proposer shall address refresher training, frequency and content, and how employees entering positions due to turnover will be properly trained. Proposer shall also describe how "extra board" or substitute drivers, relief drivers, back-up dispatchers and others directly related to the operation but not regularly assigned to those functions will be trained to be capable of substituting for absent employees and capable of ensuring continuation of service at the established standards with little or no disruption.

7.1.4.3 Employment Training Program Plan

Provider shall prepare and submit a written plan detailing its intent to comply with the internship requirements of the SFTMA Employment Training Program as set forth in Subsection 5.37.

7.1.4.4 *Drug/Alcohol Testing*

The project for which services under any resulting agreement will be provided under this RFP is funded in part with federal funds. Accordingly, the Federal Transit Administration's drug and alcohol testing requirements apply. Proposer shall describe how it will comply with the drug and alcohol testing requirements, including a list of each employee job function to be covered by policy, when and how testing will be conducted and actions which are to be taken in the event an employee tests positive for one or more covered substances. Proposer shall identify the testing facility, Medical Review Officer and Substance Abuse Counselor it will use in fulfilling the drug and alcohol testing requirements. Required training for all employees will also be described in this section. Since assistance in compliance with these requirements is offered by SFMTA, proposers are encouraged to contact Reggie Smith at SFMTA's Substance Abuse Program at (415) 701-5018.

7.1.4.5 *Live Scan Background Checks*

Proposers should affirm their commitment to comply with the background check requirements set forth in the RFP, in particular Subsection 5.25, Live Scan Background Checks. The Live Scan requirements apply to any employee who provides revenue service or assistance to any passenger, including drivers, bus aides, and any employee whose job duties places them in direct contact with paratransit clients. Examples of other positions may include general manager, operations manager, safety and training manager, street supervisor, dispatcher and other position(s) which may fill in as a driver or aide as necessary.

7.1.5 Quality and Suitability of Facilities and Equipment

7.1.5.1 *Operating and Maintenance Facility*

Proposer shall be responsible for locating, equipping and operating a facility from which to manage, schedule, dispatch, and deliver all services, maintain and store the vehicles and train and administer its driver forces. The following information is to be provided regarding the proposer's facility. If office, dispatch, maintenance, and/or vehicle storage are to be at different locations, each should be described separately.

- Address
- Square footage (approximate)
- Office/dispatch
- Call Center (SF Access)
- Maintenance
- Vehicle storage area (size capacity and description)
- Maintenance equipment, including maintenance bays, vehicle lifts and spare parts storage and parts tracking system
- Vehicle maintenance computer system
- Security

- Accessibility Features
- Global Positioning Satellite System (GPS System)
- Radio System

7.1.5.2 Vehicles

Depending upon contract award, the proposer will supply at least some of the vehicles required for operation of this service (see Subsection 5.18.). Provider shall propose only lift-equipped or ramp-equipped vehicles. Except as noted herein this RFP, equipment to be used shall be of the model year 2011 or newer with less than 100 lifetime miles (excluding reasonable delivery mileage from place of manufacture). Section 5310 funded vehicles and any DAAS service designated spare vehicles are exempt from these age and mile requirements. All equipment proposed shall meet the vehicle standards established by the Americans with Disabilities Act of 1990 (ADA) and specifically 49 CFR, Parts 37 and 38 of the USDOT rules implementing the ADA and comply with specifications provided in Exhibit 10, Vehicle Standards.

7.1.5.3 Communications Systems

Proposer shall describe the two-way radio system expected to best meet the requirements set forth in the scope of work. Two-way radio communications equipment should be briefly described including the system brand, location of base station(s), antenna location(s), number of mobile (vehicle) units, number of portable (handheld) units, number of base station(s), location of base station(s), transmitter power, system capacity, estimated range, and frequency. Proposer shall not restrict their communications solely on one type of radio system. If proposer intends to make use of hybrid communications systems, which include pagers, text pagers, cellular telephones, and other communications systems that can ensure effective and continual communications, such system shall be identified and described clearly how they will be implemented. A detailed description of proposer's GPS system reporting capabilities and how it will be used shall also be provided.

7.2 COST PROPOSAL

Veolia intends to pay for services provided under contract in response to this Request for Proposals on a per certified passenger trip basis. A trip is defined as one-way transportation of a certified, eligible rider. Neither attendant nor guest trips will be reimbursed. The trip counts provided in Exhibit 6, which should be used as the basis for estimating the number of billable trips, reflect only the count of certified riders and do not include attendants or escorts. Payment for no-shows or cancellations at any level will not be reimbursed and no minimum trip levels are hereby guaranteed.

Proposer must complete and submit separately a cost proposal valid for nine (9) months from date of submission, using the form(s) provided. The form(s) must clearly indicate what service type and level is being proposed on along with price per trip and must be submitted in a separately sealed envelope marked: COST PROPOSAL. Contents of the cost proposal envelope shall include only

one (1) signed original of the cost proposal and one diskette copy (MS Excel – Office 2003 version).

For purposes of evaluating cost, proposers shall submit as part of its cost proposal a complete budget detailing by line item all costs included in its proposal and which the proposer will incur in the delivery of the required services. All costs shall be identified in a budget or cost model including operating, administrative and maintenance costs. Examples of line item costs include, but are not limited to, facilities (including maintenance facility), driver wages, driver benefits, driver uniforms, salaries and wages for management, supervisors and non-driver positions, insurance, equipment, utilities, telephones, computers, internet service, legal fees, training, licenses, taxes, permits, accounting and professional fees, fuel, parts, tires, travel, subscriptions, and all other expenses related to the project. The budget shall indicate which costs are fixed relative to service level and which are variable. Profit shall be identified separately. Finally, capital costs for vehicles and vehicle depreciation shall be identified last including the number of vehicle units and cost for each unit Provider is planning to operate. Vehicle costs shall be depreciated on a straight-line, five (5) year schedule.

Proposers are expected to base their proposal on the best information available to them today and should use their best professional judgment in estimating variable expenses. The mechanism for adjusting contract rates due to changes in costs is described within Section 7.2.1.

The objective of this process is to get the Proposer to submit per unit costs, in the form of cost-per-trip, which are broken down to:

- 1) SF Access
 - a) ambulatory trips,
 - i) provider vehicles/ SFMTA, or
 - ii) 5310 vehicles,
 - b) wheelchair trips (including the incremental cost for stair-assist service beyond the cost of the SF Access Wheelchair trip for the anticipated level of stair-assist trips),
 - i) provider vehicles/ SFMTA, or
 - ii) 5310 vehicles,
- 2) SFMTA group van ambulatory and wheelchair trips broken down by trips performed by
 - i) provider vehicles/ SFMTA, or
 - ii) 5310 vehicles,
- 3) DAAS group van ambulatory and wheelchair trips performed by
 - i) provider/SFMTA vehicles and 5310 vehicles
- 4) DAAS shopping shuttle trips performed by
 - i) Provider/SFMTA vehicles and 5310 vehicles

In arriving at the required unit prices, Provider shall first determine its total budget as previously outlined and once having the sum of all expenses annualized, including profit, weighted and apportioned by Provider after having considered fixed and variable costs, and divided the anticipated total annual cost by the number of anticipated trips to be provided to derive a cost per trip by service type (using FY2010 trip data herein supplied in Exhibit 6). Each Proposer shall describe in clear detail how it apportioned costs to each service type, how the incremental cost for stair-assist was incorporated and shall certify that no costs related to the operation of the project were excluded.

Each type of service proposed must be separately priced using the forms provided in Subsection 10.2. Proposers of SF Access must price four (4) service rates, separate rates by vehicle ownership (provider/SFMTA versus 5310) for each mode of SF Access: ambulatory and wheelchair (including stair-assist). The SF Access wheelchair rate for provider/SFMTA-owned vehicles is the rate at which provider will be reimbursed for City requested emergency wheelchair transport in accordance with Subsection 5.1.1.7. Proposers of SFMTA Group Van service must price two (2) service rates for each vehicle mode: one for provider supplied/SFMTA leased vehicles and one for 5310 vehicles. Proposers of DAAS funded services shall price one (1) service rate for each service type proposed: Group Van or Shopping Shuttle.

Because it is anticipated that economies of scale will exist if the proposer awarded the SF Access contract is also one of the firms awarded a SFMTA Group Van contract, any firm proposing SF Access and SFMTA Group Van shall submit, in addition to the SF Access price form, two price forms for SFMTA Group Van – one set of Group Van rates for operating in conjunction with SF Access and one set of rates for operating Group Van without SF Access.

Proposers should use the following annual trip count assumptions in preparing their price proposal(s):

<i>SF Access . Ambulatory.</i>	<i>104,387</i>
<i>W/C.</i>	<i>65,882</i>
<i>SFMTA Group Van</i>	<i>273,295</i>
<i>DAAS Group Van</i>	<i>45,237</i>
<i>DAAS Shopping Shuttle</i>	<i>8,476</i>

Firms proposing SF Access shall price that mode based upon the full annual amount of trips. Proposals for any other mode should state the range of trips sought by service mode.

In the event that the annual level of service for which Provider is awarded a contract changes by +/- 10% from the number of trips specified in the proposal, San Francisco Paratransit agrees to enter into negotiations with that Provider for new trip reimbursement rates. In the event that San Francisco Paratransit and Provider are unsuccessful in reaching a new agreement, San Francisco

Paratransit may at its sole discretion choose to continue the agreement without amendment or terminate the agreement.

Because rate(s) proposed for SFMTA funded service (SF Access and SFMTA Group Van) operated by any 5310 funded vehicle, must be reduced relative to service performed with Provider owned or leased vehicles, proposers should estimate the number of trips provided by owned/leased vehicles versus 5310 funded vehicles, if any. DAAS funded service does not require rate differentiation based upon vehicle funding.

Within 30 days of Notice to Proceed, successful proposers will be required to negotiate in good faith an hourly rate for special services outside the scope of work. Said special services hourly rate shall be effective for the term of the agreement.

7.2.1 Changes in Reimbursement Rates

Each year, on April 1, a new reimbursement rate to take effect July 1 of that year will be determined by multiplying percentage change in the Consumer Price Index (CPI; for transportation) for the San Francisco Bay Area, California, USA, as determined by the United States Department of Labor to the reimbursement rate in effect. First CPI adjustment will take effect July 1, 2012, and be based on the period that covers May 1, 2011, to April 30, 2012. The CPI percentage change for that period will be applied to the current reimbursement rate to create a new rate, which will become effective as of July 1, 2012. Any CPI adjustment will be annually calculated thereafter on each April 1 to take effect July 1. The index used shall be the index for the most recent full twelve-month period for which the index is available. Any CPI adjustment can be a decrease as well as an increase based on the above-mentioned index used, not to exceed +/- 5% per year. SF Paratransit reserves the right to not implement a rate decrease in any given year. Contractor shall adjust the driver wages the same or greater percentage amount as the CPI rate that was applied to the reimbursement rate each time the reimbursement rate is adjusted by the CPI and on the same effective date (provided, however, that driver wages shall not be adjusted downward nor shall any wage be less than that provided for under the Minimum Compensation Ordinance).

8 SCORING

Veolia intends to award at least two contracts for five (5) years with an option for a five-year extension. Proposals can receive up to 100 total points, 70 for the technical points and 30 for the cost portion as herein prescribed.

While it is the position of Veolia that California Labor Code Sections 1070 through 1074 are not applicable to private party contracts, such as those to be issued pursuant to this RFP, Veolia is honoring the spirit of Section 1072 by offering a 10% scoring preference to each SF Access proposal whereby the Proposer commits to retaining the employees of existing service providers in accordance with Section 1072, subdivision (a). Proposers which receive a 10% scoring preference by virtue of their certified commitment to honor the provisions of Section 1072 shall be required to abide by the Provisions of Section 1072. No scoring preference will be provided for SFMTA Group Van, DAAS Group Van, or DAAS Shopping Shuttle modes, as it is not feasible to identify in advance of receipt and evaluation of proposals which current providers, if any, of those services will be awarded new contracts and which, if any, whose employees may be available to a potential new service provider. A list of SF Access employees, their addresses, dates of hire, wages, benefits levels, and job classifications will be made available to the successful Proposer of SF Access following award of contract.

8.1 TECHNICAL PROPOSAL EVALUATION

The technical proposal of each proposing firm/organization will be evaluated in regard to the following categories and awarded points by each member of the evaluation committee up to the maximum number of 70 points specified for each category:

	Technical categories	Points
1.	Quality of Proposal	5
2.	Management, Technical Competence and Expertise	15
3.	Operations and Maintenance Capability and Experience	20
4.	Quality of Staffing Plan and Approach.	20
5.	Quality and Suitability of Facilities and Equipment.	10

8.2 COST PROPOSAL EVALUATION

Cost will be allocated 30 possible points to be awarded as follows. The lowest cost proposal (i.e., composite rate per trip from the lowest cost proposal) per service type will be awarded 30 points. The cost for each other proposal (i.e., composite rate per trip from each other cost proposal) of the same service type will become the denominator of a fraction, and the cost from the lowest cost proposal shall be the numerator of said fraction. This fraction shall be converted to a decimal fraction that shall be multiplied by 30 to arrive at the cost points to be awarded to the proposal. Each other proposal shall be evaluated in like manner.

By example: if the lowest proposed composite SF Access cost is \$5 per trip, that proposal will receive 30 cost points. If the next lowest proposal is for \$6 per trip, that proposal receives $5/6$ (.833) times 30 for a price score of 25 points, etc.

These earned points will be added to the technical proposal score (maximum 70 points) to obtain a total score for a maximum score of 100 points by service type.

Each price proposal shall be scored by service type (SF Access, SFMTA Group Van, DAAS Group Van, and DAAS shopping Shuttle). The cost for each service type will be calculated by multiplying the proposed rate(s) by the projected number of trips for each service subtype (ambulatory/wheelchair, provider vehicles/lease or 5310 vehicles), as provided in Exhibit 6, and then summing the cost of all subtypes. The proposal will then be assigned a cost score per proposed service type as previously described.

In order to level the field between proposals for a single service type and proposals for multiple services, for cost evaluation purposes Veolia will remove the labor and fringe costs associated with the following positions: general manager, operations manager, maintenance manager, and safety manager. These costs will be added back in during negotiations of a final contract, if awarded.

As previously described, it is Veolia's intent to award 61 SFMTA leased vehicles as described in Subsection 5.18 and Exhibit 9 to the selected SF Access provider. In the event the SF Access provider selected does not require use of all the SF Paratransit provided leased vehicles, Veolia may elect to reduce the number of vehicles supplied by one or more SFMTA Group Van provider(s) by any number of units, up to the maximum number of available leased vehicles provided by SFMTA, as determined by Veolia to be most beneficial, and reduce the capital and depreciation costs commensurate to the number of units and add in the monthly lease cost for each vehicle instead. This will determine the final per unit cost for each trip delivered by trip type.

9 PROTEST PROCEDURES

9.1 TYPES OF PROTESTS:

There are two types of protests that may be filed regarding this procurement; pre-proposal protests and post award protests. Pre-proposal protests are protests related to the content of this RFP, overly restrictive specifications, or alleged improprieties in the proposal procedure. Post-award protests are protests objecting to the award of a contract after the competitive solicitation process, including an alleged violation of applicable law and/or San Francisco Paratransit policy or procedure relative to the seeking, evaluating and/or awarding of a procurement contract under this solicitation.

9.2 PROTEST REQUIREMENTS:

A protest will not be considered valid unless it is submitted in writing within the time limits specified herein and contains at least the following information:

- Name, Address, Phone number and email address of Protester;
- Clear identification of the solicitation being protested;
- Clear identification of the reason(s) for the protest;
- A statement regarding the relationship of the protester to the procurement sufficient to establish a direct economic interest in the procurement or award (i.e. standing to protest); and,
- A statement of the specific relief being sought.

9.3 TIME REQUIREMENTS:

A pre-proposal protest must be filed within seven calendar (7) days after the solicitation documents are first issued. Post-award protests must be filed within ten (10) calendar days of notice of award (measured from the date Veolia e-mails the notice of award to all who submitted proposals). In the event a due date falls on a weekend or national holiday, the period ends at 5:00 PM local time on the next business day.

9.4 PROTEST DELIVERY:

Protests shall be delivered to the same office and same person to whom the proposal documents were required to be delivered.

9.5 RECEIPT OF PROTEST:

The receipt of a protest will be acknowledged in writing by Veolia to the protester. Notice of receipt of a post-award protest will also be given to the proposer recommended to receive the contract.

9.6 INTERVENTION:

An entity may intervene in a protest by written demonstration that the intervener has a direct economic interest in the procurement.

9.7 VEOLIA RESPONSE:

Veolia shall respond to each valid protest with a written response. The response shall be prepared by the Contracting Officer, Mr. Ken Westbrook, COO for Veolia Transportation Services, Inc. A protester may appeal the Contracting Officer's determination to the San Francisco Municipal Transportation Agency by filing a written appeal with the Contracting Officer within ten (10) days of the mailing of the response to protester. The Contracting Officer shall expeditiously refer the appeal to the SFMTA's Executive Director/CEO or his or her designee.

10 EXHIBITS AND FORMS

10.1 EXHIBITS

1. Rider's Guide #1
2. Rider's Guide #2
3. Rider's Guide #3
4. SF Paratransit Rules of Operation
5. Representative Group Van Memorandum of Understanding
6. Operating Statistics
7. Driver Standards
8. Emergency Operations Plan
9. SFMTA Fleet Roster
10. Vehicle Standards
11. Incentives/Disincentives
12. Reporting Requirements
13. Drug & Alcohol Program Requirements
14. Small Business Enterprise (SBE) Program, including SFMTA Employment Training Program
15. Sample Contract
16. Sample Vehicle Lease
17. Broker Organizational Chart
18. Wages, Benefits, and Numbers of Current Employees By Job Classification for SF Access
19. Current Contract Rates

10.2 CERTIFICATIONS, DECLARATIONS AND FORMS

The following must be completed and submitted as a part of the proposal.

1. Proposer's Certification Statement – including acknowledgement of each addendum, if any – which must be completed, signed, and dated as specified
2. SF Paratransit Pricing Form **and** detailed, line item budget for each option proposed
3. Fuel Price Certification
4. Certification of Contractor Regarding Debarment, Suspension, and Other Responsibility Matters
5. Certification Regarding Lobbying
6. Certificate of Non-Collusion
7. Buy America Certificate
8. HCAO Declaration
9. MCO Declaration
10. Non-Discrimination in Contracts and Benefits Declaration
11. SF Business Registration Certificate

12. First Source Hiring Program Certificate
13. Small Business Enterprise (SBE) Forms
14. SF Access Minimum Staffing Levels
15. Proposal Minimum Requirements Checklist