

CONTRACT MODIFICATION

1. CONTRACT NO: 132939	2. CONTRACT MODIFICATION NO.: 1	3. EFFECTIVE DATE OF C.M. See Block 9	4. CONTRACTOR NAME: Austin Ride Right
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5. AGREEMENT TO MODIFY CONTRACT:

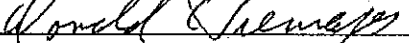
The parties hereto agree to modify the Contract identified in Block 1, above, as described in Block 10, below, pursuant to the terms and conditions of the Contract. Except as modified herein, all other provisions of the Contract (including, but not limited to, price, delivery, and completion date) remain unchanged.

6. AMOUNT OF THIS CONTRACT MODIFICATION: **NO CHANGE**
PRIOR TOTAL ESTIMATED PRICE: \$ 24,556,277.95
NEW TOTAL ESTIMATED PRICE: \$ 24,556,277.95

7. TERM OR PERIOD OF PERFORMANCE: **NO CHANGE**
PRIOR: 9/30/19
NEW: 9/30/19

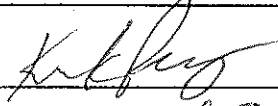
8. CONTRACTOR'S EXECUTION:

Name & Title: DONALD C. TIEMEYER
(Print or type) GENERAL COUNSEL

Signature: 
Date Executed: 4/8/2014

9. CONTRACTING OFFICER'S EXECUTION:

Name: Kirk Perry, Contracting Officer
(Print or type)

Signature: 
Date Executed: 4/8/14

10. DESCRIPTION OF CONTRACT MODIFICATION:

This modification is in accordance with EXHIBIT E-Revised-1, Contractual Terms and Conditions, Section 15, entitled **CHANGES**, the additional/deletion work is detailed below:

1. This modification addresses a temporary change in fuel responsibility due to an anticipated 2-3 week delay of installation of fuel storage tank as required in Exhibit F-Revised-3 Scope of Service, Section 10.1.1.
2. Attached Exhibit F-Revised-4 Scope of Service adds the following to Section 24, Vehicle Maintenance:

24.2.4 - If the contractor is unable to receive the Authority provided fuel as stated in Exhibit F, Section 10.1.1 due to contractor delayed startup, maintenance issues or other fault of the contractor, the contractor may purchase fuel in the interim fuel via fuel cards and request reimbursement for fuel from the Authority. The reimbursement shall only be based on Capital Metro's prevailing fuel cost per gallon. The contractor fuel purchases are to be reconciled weekly with the weekly fuel card report and submitted to the Authority for review.
3. This modification shall not impact the start date of service of May 1, 2014.

This modification may be executed in multiple originals, and an executed facsimile shall have the same force and effect as an original document.

[END OF MODIFICATION #1]

EXHIBIT F Revised-4
CONTRACTED PARATRANSIT SERVICES – NORTH BASE
SCOPE OF SERVICES

1. CONTENTS OF SCOPE

Due to the complex and lengthy nature of this solicitation a framework of this Scope of Services is provided in this section to better identify the content elements of the document.

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24. VEHICLE MAINTENANCE
25. MAINTENANCE OVERSIGHT

2. DEFINITIONS

Acceptance: Written documentation of CMTA's determination that the Service Provider's Work has been completed in accordance with the Contract.

Accident, Vehicle:

- Collisions that cause damage to CMTA-branded vehicle
- As a result of a vehicle accident, a passenger is transported by EMS, an employee (Capital Metro or contractor) is injured (WC), regardless of damage
- Collisions where claimant calls in a claim for property damage/injury due to a CMTA reported vehicle accident
- Collisions with pedestrians hit by a Capital Metro vehicle if injury is claimed

Accident, Passenger:

- Passenger transported due to injury on CMTA-branded vehicle
- Passenger making a claim due to injury on CMTA-branded vehicle that can be substantiated

Actual Vehicle Arrival Time: The time that the vehicle arrives at the ride origin or destination and is ready for boarding or alighting.

Actual Vehicle Departure Time: The time that the vehicle departs the origin or destination.

Actual Vehicle Drop-Off Time: The time that the vehicle arrives at the ride destination and is ready for alighting.

ADA: The Americans with Disabilities Act of 1990.

ADA Paratransit Eligible: The status given to a person who has been authorized to use ADA Paratransit services due to a disability or medical condition, which limits or prevents them from independently using accessible bus service some or all of the time as defined in the ADA.

ADA Paratransit Service Plan: A service plan, including regular updates, submitted to the FTA in compliance with regulation 36 CFR Part 1192 detailing how CMTA provides the ADA mandated services.

The Authority: Capital Metropolitan Transportation Authority or CMTA.

Attendant: May also be referred to as a Personal Care Attendant (PCA). A person traveling as an aide, such as a personal care attendant, requested by a person with a disability to facilitate travel and having the same origin and destination as the person with a disability.

AVL: Automatic Vehicle Locating system.

Board or Board of Directors (BOD): The guiding body responsible for making policies relative to the operation, control and management of CMTA. It is authorized to hire the President/CEO and others necessary to operate the Authority effectively.

Boarding: The transportation of a rider, companion or attendant from a point of origin to a single destination, each individual counting as a separate boarding. Used interchangeably with "rider".

Breaks: Any interval of time a run that has commenced revenue service is taken out of service for any reason.

Business Day: Monday through Friday between the hours of 8 a.m. to 5 p.m., excluding CMTA recognized holidays.

Cancel at the Door: A passenger cancels a trip in person when the driver shows up to make the pick-up. This is considered as a "no show" under the passenger no show policy as outlined in the MetroAccess Rider guide.

Cancellation: A trip that is canceled after it has been created.

Capital Metropolitan Transportation Authority: CMTA operates bus, paratransit and commuter rail services for Austin and several suburbs in Travis and Williamson counties. CMTA was established by a referendum on January 19, 1985, to provide mass transportation service to the greater Austin metropolitan area. Voters in Austin and the surrounding areas approved the creation of the agency, to be funded in part by a 1 percent sales tax. CMTA commenced operations on July 1, 1985, and took over the existing city of Austin bus services in 1986.

CMCS (database): The complaint and commendation database used in this Contract.

Companion: A person (who may or may not be registered with MetroAccess) other than a PCA traveling with an ADA eligible customer and having the same origin and destination as the MetroAccess eligible passenger.

Conditional Eligibility: An ADA paratransit service level where passengers are required to use fixed route services unless certain conditions or barriers are present that prevent them from doing so. Conditionally eligible passengers are only authorized to use MetroAccess when the limiting conditions are present.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between CMTA and the Service Provider for completion of the Work under the Contract.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with CMTA for the performance of Services or Work under the Contract, commonly referred to in this particular contract as the "Service Provider".

Control Center: Comprises three functions of the MetroAccess paratransit program currently operated by CMTA employees. These three functions are Reservations, Scheduling and Dispatch.

Curb-to-curb (C2C): Vehicle operators are only required to assist passenger into and out of the vehicle. Operators are not required to provide assistance beyond the curb of the origin or destination.

Customer: The MetroAccess eligible passenger.

DBE: Disadvantaged Business Enterprise

Deadhead (Miles and Hours): The miles and hours that a vehicle travels when out of revenue service. Deadhead includes: leaving or returning to the garage or yard facility, or changing routes when there is no expectation of carrying revenue passengers.

Demand Trips (DEM): Eligible riders who call in requests for non-routine rides at least one (1) day and up to three (3) days in advance of the desired ride. Trips requested online or through the IVR may be requested up to six (6) days in advance.

Destination: The location where a rider and their companions and/or PCA will alight from a vehicle.

Dispatcher: An individual who maintains radio contact with vehicles used in providing service, records pick-ups and drop-offs of riders, cancellations at the time of pick up, no shows, any problems encountered and informs Schedulers of changes that will impact scheduling.

Dispatching: Issuing instructions and receiving communications to and from vehicle operators via radio contact & electronic manifests.

Door-to-door (D2D): vehicle operators assist passengers through the door of the origin and through the door of the destination; applies to non-residential locations only & vehicle operators are only able to go through one set of vestibule doors while maintaining line of sight of their vehicle. Operators are not permitted to enter any passenger's home.

Eligibility Evaluation Trip: Trips that are provided to the passenger free of charge to and from an eligibility appointment at the CMTA Eligibility and Mobility Training Center (EMTC).

Eligible Rider: A person pre-registered with MetroAccess as authorized to use MetroAccess ADA paratransit transportation.

FTE: Full-time employee equivalent

Fare: CMTA determined cost to the rider for a ride on any mode of Transportation provided by CMTA.

Fixed Route Services: Transit service operated by Capital Metro in which a vehicle is operated along predefined pathways on a fixed time schedule.

Furnish: To supply and deliver any items, equipment or material under this Contract.

General Manager: The individual designated by the Service Provider to manage the project on a daily basis and who may represent the Service Provider Contract administration.

Hand-to-hand (H2H): MetroAccess vehicle operators providing this level of service must make contact with an appropriate person when meeting the passenger at the trip origin and dropping that passenger off at the trip destination (i.e. caretaker, guardian) to hand over custody of the passenger. This service is provided to passengers who have a demonstrated need to not be left alone at any point in time.

Incident: Any unusual happening (excluding vehicle accident or passenger accident) involving MetroAccess property, property used in providing MetroAccess service, personnel or rider that results in or has the potential to result in property damage, personal injury or denial of service to a rider for misconduct, or any other occurrence that may result in disruption of MetroAccess service.

Individual Subscription Ride: A ride in which an individual goes between the same origin and destination a minimum of one (1) time per week.

ITS: Intelligent Transportation System refers to an end-to-end real-time dispatching and automated vehicle location system provided by ACS Transportation Management Solutions. The system is installed on MetroAccess revenue vehicles at the South Base only.

IVR: Interactive Voice Response system. Automated telephone system allowing passengers to manage trips and access their account information.

Late Cancellation: When a passenger cancels a trip less than one hour before the 30-minute trip window opens. This is considered as a “no show” under the passenger no show policy as outlined in the MetroAccess Rider guide.

LAN: Local Area Network

Manifest: Written record of trip information in sequential order required for the vehicle operator's transportation pick-up and drop-off instructions, including scheduled and actual times.

MetroAccess: CMTA's paratransit transportation service operated under the policies set forth in CMTA's ADA Paratransit Service Plan.

MetroAccess ID number: The unique MetroAccess passenger identification number assigned by CMTA.

MetroAccess Monthly Pass: Pass issued or recognized by CMTA as valid tender for a single individual to ride on MetroAccess service during the month indicated on the card.

MDD: Mobile Data Device. A portable device or computer that allows digital communication between a vehicle and a central office.

Missed Service: The length of time cut or not covered from a run as scheduled by Capital Metro.

Missed Trip: A trip that is not completed in its entirety, transporting the wrong customer, a trip for which the customer is dropped off at an incorrect or unauthorized drop off location, or where the arrival time is more than one (1) hour after the close of the operating window.

Non-Preventable Accident: A collision in which the vehicle operator did everything reasonably possible to avoid the collision.

No Show: When a vehicle arrives for a passenger inside the trip window and the passenger does not board the vehicle within five (5) minutes. If a vehicle arrives before the opening of the window then the five minute clock does not begin until the window opens.

On Time: Within fifteen (15) minutes before to fifteen (15) minutes after the scheduled time of the trip.

Origin: The location where a rider boards a vehicle at the beginning of each ride.

Operating Window: A thirty (30) minute timeframe when a passenger must be ready to board the vehicle within 5 minutes. The window begins fifteen (15) minutes before and ends fifteen (15) minutes after the scheduled pick up time.

Overflow Trip: When a ride is provided by a taxi or other contracted overflow provider at the direction of the CMTA Control Center.

Passenger: Any person being transported.

Personal Care Attendant (PCA): A person designated specifically to provide individual assistance to the passenger.

Preventative Maintenance Inspection (PMI): The PMI includes the Inspection, the Repetitives, and the PM Repairs. A PMI is a scheduled event of condition based inspection and maintenance of vehicle systems, components and functions against established criteria. The Repetitives are a mileage and time based set of maintenance tasks and steps that are performed after the Inspection, and before the PMI repairs. The PMI Repairs are those repairs generated from the list of defects from the Inspection. All repairs are to be completed prior to the vehicle being returned to service. All work is to be completed in accordance with the standards identified in the Scope of Services. Once a vehicle begins its PMI, it is to remain out of service until all repairs are complete.

Preventable Accident: A collision in which the vehicle operator did not do everything reasonably possible to avoid the collision.

Price per vehicle service hour: The dollar amount charged to CMTA for each hour of MetroAccess service provided by the Service Provider in a CMTA-branded vehicle.

Productivity Rate: Average number of one-way trips provided per Vehicle Service Hour.

Provide: Furnish without additional charge.

Reservation Agent: May also be referred to as a MetroAccess Call Center Agent; an individual who responds to requests for transportation and informs a rider of the disposition of the ride request.

Return Trip: Second leg of a round trip

Road Call: Any perceived or real mechanical failure for which a revenue vehicle cannot continue in service; a mechanic is sent to the revenue vehicle; and/or the revenue vehicle is sent to a mechanic - regardless of whether service was missed.

Round Trip: When a passenger returns to the point of origin from a single destination within the same day (Note: all paratransit trips are considered an individual trip so neither trip is dependent on the other).

Same Day Scheduler: An individual responsible for reviewing service on the road and making changes to trips and routes to account for delays, no-shows, weather and traffic conditions.

Scheduler: Personnel responsible for reviewing and organizing future trips in an efficient manner onto runs.

Scheduled Drop-off Time: Drop-off time agreed to by the rider and reservation agent, at the time of the ride request

Scheduled Pick-up Time: Pick-up time agreed to by the rider and reservation agent, at the time of the trip request

Scope of Work (SOW): A section of the Contract consisting of written descriptions of Services to be performed or the technical requirements to be fulfilled under this Contract contained within the Scope of Work section.

Service Animal: An animal that is individually trained to do work or perform tasks for a person with a disability.

TTY or TDD: Telecommunication display device, also known as a "text telephone." This device enables persons with hearing and speech impairments to send and receive typed messages via telephone. May also be called "TT."

Total Hours: Total hours recorded including vehicle service hours, hours incurred during breaks, fueling, scheduled and unscheduled maintenance period and training.

Total Miles: Total miles recorded on the vehicle including vehicle service hours, miles incurred during breaks, fueling, scheduled and unscheduled maintenance periods and training.

TRAPEZE, Inc.: The current owner/developer of the PASS software utilized by MetroAccess' CMTA Control Center and Service Providers.

Trapeze PASS: Paratransit Automated Scheduling System (PASS), a product from the Trapeze Software company.

Trip: The transportation of a rider(s) from a point of origin to a single destination. Each registered passenger counts as a single trip. One trip may also include a companion and/or an attendant from a point of origin to a single destination.

Upgrade: Subsequent releases of any Software and Documentation that generally have a new major version number, i.e. version 6.3 to version 7.0, not 6.3 to 6.4. Technical or functional additions to any Software to improve Software Functionality and/or operations.

UPS: Uninterrupted Power Supply

VSM: Vehicle Service Miles. The mileage from the time a vehicle leaves the base to the time the vehicle returns to the base less miles incurred during breaks, fueling and scheduled and unscheduled maintenance periods.

Vehicle Breakdown: Anytime a mechanical failure occurs during revenue service.

Vehicle Operator: Synonymous with driver. Direct-hire employees of the Service Provider with whom CMTA contracts service; Employees who operate vehicles transporting passengers.

Vehicle Service Hours (VSH): The time a vehicle leaves its base for the first passenger pick-up of the vehicle operator's shift or service day, to the time it arrives at its base from the last passenger drop-off of the vehicle operator's shift or service day. Not included as part of VSH are breaks, pre-trip inspection time, and scheduled and unscheduled maintenance periods (vehicle breakdowns).

WAN: Wide Area Network

Work: Everything to be provided and done for the fulfillment of the Contract which shall include any Software, Hardware and Services specified under this Contract, including Contract Changes and settlements.

3. CAPITAL METRO PARATRANSIT BACKGROUND

Capital Metropolitan Transportation Authority (hereinafter "CMTA" or "the Authority") is a public agency responsible for providing mass transit service within the City of Austin and the surrounding communities of Leander, Lago Vista, Jonestown, Manor, San Leanna, Volente, and Point Venture, as well as the unincorporated area of Travis County within Precinct 2 and the Anderson Mill area of Williamson County.

CMTA provides paratransit service called "MetroAccess" in response to the requirements of Title II of the Americans with Disabilities Act (ADA) of 1990. The MetroAccess ADA Paratransit Program is for persons who have a disability or medical condition which limits or prevents them from independently using accessible bus service some or all of the time as defined in the ADA. Persons certified by CMTA under this program may ride MetroAccess within ¾ miles of CMTA's non-commuter fixed route bus service on the same days and during the same hours as the fixed route service in their area. This includes weekends and late nights in many areas of the CMTA service area. Paratransit service may be offered to passengers outside of the ADA service area on a limited basis, but all trips will begin and end within the CMTA service area.

All of CMTA's revenue service (bus, paratransit and rail) are provided through contract with private service providers. This practice is consistent with the requirements set forth in Senate Bill 650, passed by the Texas Legislature in 2011.

4. OVERVIEW OF PARATRANSIT OPERATIONS

- 4.1 CMTA provides ADA complementary paratransit service through a coordinated mix of CMTA employees and service providers. CMTA is responsible for coordinating these resources to provide high quality and sustainable paratransit service called "MetroAccess".
- 4.2 **Program Management:** CMTA's MetroAccess employees oversee multiple Service Provider contractors throughout the service area. MetroAccess also operates the Eligibility Department and the Control Center to coordinate paratransit service. This division is also responsible for all other duties required to successfully operate CMTA's ADA Paratransit program including, but not limited to: budgeting, annual reporting, public outreach, service planning, regional coordination, inventory control, complaint resolution, and federal compliance.
- 4.3 **Eligibility Department:** CMTA's MetroAccess division operates this department and is responsible for determining eligibility for ADA paratransit service, determining passenger service levels, providing travel training and maintaining the integrity of passenger account information.
- 4.4 **CMTA Control Center:** The CMTA Control Center is comprised of Reservations, Scheduling and Dispatch for CMTA's MetroAccess ADA paratransit services.

- 4.4.1 The CMTA Control Center is responsible for receiving all requests for customer trip requests based on the appropriate level of eligibility granted to the customer by the Eligibility Department. The CMTA Control Center then coordinates the provision of services by efficiently scheduling trips to one of the various MetroAccess Service Providers.
- 4.4.2 The CMTA Control Center determines which specific run a customer is scheduled on and which Service Provider shall provide the trip. When the scheduling function is done, it is the responsibility of the CMTA Control Center to communicate with the various Service Providers as to what level of service will be required for the next day of service and to provide their manifest of trips through the Trapeze PASS system.
- 4.4.3 On the day of service, the CMTA Control Center is responsible for coordinating quality and on-time service among all Service Providers and processing no shows.

4.3 Service Providers

- 4.3.1 There are multiple Service Providers operating MetroAccess paratransit trips for CMTA.
- 4.3.2 Service Providers are responsible for daily deployment and return of vehicles and vehicle operators.
- 4.3.3 Service Providers are responsible for managing their own fleet, vehicle operators, maintenance, supervisors, technology and safety program under the terms and conditions outlined within this Contract.
- 4.3.4 CMTA shall provide schedules and access to Trapeze PASS. In addition, CMTA shall provide access to trip manifest data sufficient to populate the service provider's MDD implementation via CMTA's existing PassMon interface.
- 4.3.5 Service Providers are defined by facility location for this contract. Facility location does not implicitly nor explicitly guarantee trips will be assigned to Service Providers by the Control Center based on origin or destination. Facility locations are identified in the following way:
 - 4.3.5.1 **North Base Service Provider:** This is the service being solicited. The successful bidder will supply staffing, facility, small paratransit vehicles and equipment. The service provider will provide real-time GPS-enabled vehicle data communications equipment (MDD) to be used in all revenue vehicles. MDD equipment shall pull the location of each vehicle in revenue service a minimum of one time per minute and at each arrive, perform or communication event with either CMTA Control Center or service provider's dispatch.
 - 4.3.5.2 **South Base Service Provider:** This **SERVICE IS NOT BEING SOLICITED** and is currently provided by MV Transportation. This base is located at 509 Thompson Lane in Austin and provides an estimated 23,200 service hours per month with a mix of Champion lift-equipped vehicles, sedans and/or small paratransit accessible vehicles.

4.4 Contracted Security Force

- 4.4.1 CMTA only provides on-site security personnel to monitor building access for CMTA owned facilities, grounds or buildings.
- 4.4.2 All contractor employees are expected to visibly wear a CMTA issued badge while on CMTA grounds, inside all CMTA buildings, and while providing services to CMTA customers.
- 4.4.3 All contractor employees will comply with directions given by security department personnel including producing issued access control badges upon demand.
- 4.4.4 Visitors must be escorted while on CMTA grounds or inside CMTA buildings.

4.5 Contracted Local Law Enforcement

- 4.5.1 CMTA contracts with off duty sworn police officers to provide police assistance for incidents that occur during daily operations.
- 4.5.2 CMTA expects Service Provider's Dispatch to utilize available internal police force for incidents which include but are not limited to: disorderly conduct, passenger intoxication, criminal trespass, theft of services, use of drugs, smoking on CMTA controlled property, vandalism, suspicious activity, suspicious packages and vehicle towing.
- 4.5.3 Major incidents where passengers, vehicle operators or the public are in imminent harm or danger should be called into 911. After reporting to 911, CMTA's internal police should also be dispatched. Major incidents include but are not limited to: passenger, operator or public need of medical assistance, assault, fighting on the vehicle or on CMTA controlled property, display and/or use of weapons, bomb threats or threats against the public.

5. OVERVIEW OF SCOPE

- 5.1 Service Providers shall deliver CMTA with a fully functional MetroAccess ADA Paratransit operation as outlined in this RFP. This North Base service will operate limited weekday and weekend hours as outlined in this document. Unless explicitly stated as a CMTA responsibility, the Service Provider is responsible for all equipment, supplies, staff, efforts and management services necessary to operate a high quality public transportation service. The Service Provider will provide all personnel necessary to perform the Scope of Services and all other goods and services necessary to deliver the services described herein.
- 5.2 The Service Provider shall work with CMTA to ensure a well-coordinated transition from existing services. The service provider must work with CMTA to provide paratransit customers with a seamless transition that aims to provide customers with high-quality and uninterrupted service throughout this process.
- 5.3 Service Providers shall receive trip schedules from the CMTA Control Center on a daily basis and shall send out MetroAccess-branded vehicles with well-trained vehicle operators to provide trips. The Service Provider shall transport MetroAccess passengers in accordance with CMTA approved MetroAccess policies in the most courteous, safe and efficient manner possible.
- 5.4 The Service Provider shall maintain a dispatch function at their base to manage daily deployment and return of vehicles and vehicle operators. The Service Provider Dispatch shall be responsible for communicating with their vehicle operators directly for nearly all operational issues such as passenger issues, location issues, lost vehicle operators, vehicle breakdowns, accidents, incidents, and other similar issues. The Service Provider Dispatch shall also communicate directly with the CMTA Control Center's Radio Dispatch regarding vehicle and vehicle operator availability, schedule adherence, and any other operational issues that impact service. CMTA will provide TrapezePass scheduling/dispatch software and radio equipment to the Service Provider Dispatch for communications to the operators.
- 5.5 The Service Provider shall transport passengers with a comfortable, clean, safe, and secure environment during all phases of their trip. The Service Provider shall endeavor to provide the systematic approach necessary to provide reliable service with compassion and understanding, and provide the support services in maintenance, operations and administration to meet passenger needs. The Service Provider shall ensure that its employees respond to passenger inquiries and requests in a positive, prompt and appropriate manner.
- 5.6 The Service Provider shall make recommendations to the CMTA Contract Performance Manager about operational or process changes as they become apparent. The Service Provider is expected to work with CMTA in the ongoing development of "Policies and Procedures" which will establish and maintain operating methods, procedures and protocols for all to follow. The Service Provider shall be open to change, development and flexibility in order to achieve an integrated, smoothly operating MetroAccess transportation service. Participation in regular coordination meetings with CMTA, CMTA Control Center and other Contracted Service Providers is required.
- 5.7 CMTA shall consistently refine the service delivery process in order to ensure that the highest possible quality of service is provided. Given the nature of this project, CMTA is seeking firms that

will bring a “can-do attitude” and significant paratransit management expertise to the program. The project may undergo revisions and modifications to operating and administrative requirements as it is implemented and developed. CMTA is looking for firms that will work cooperatively with CMTA on these changes. It will not be acceptable for Service Providers to react to every suggestion of a change or modification of their procedures with resistance. Firms should view this project as a team effort and strive for decisions which result in a “win-win” outcome.

- 5.8 Demand for service may increase or decrease over the term of the Contract. Although a reasonable effort has been made to establish service level estimates, it is not possible to precisely determine demand at any given point in time. Due to the demand responsive nature of this system, the Service Provider is not guaranteed a minimum or maximum number of trips during the term of this Contract.
- 5.9 Mobilization: Contractor will provide an implementation/mobilization schedule necessary to perform the services including all of the key elements and resources necessary to guarantee uninterrupted services on the date established for contracted services to begin (Schedule will be based on the anticipated contract award date of December 2013 and the contracted services to begin May 2014). The mobilization plan must be provided with the proposal.

6. PROVISION OF SERVICE

- 6.1 **Demand Response Trips:** Service Provider shall transport ambulatory and transferable wheelchair, MetroAccess customers (hand-to-hand, door-to-door, or curb-to-curb as specified) in accordance with CMTA approved MetroAccess policies and in the most courteous, safe, and efficient manner possible.
- 6.2 **Paratransit Eligibility Trips:** Applicants who wish to be considered for MetroAccess service must attend an in-person interview and possible functional assessment conducted by CMTA Eligibility Staff located at 209 W. 9th Street in downtown Austin, Texas. These round trips are provided at no cost to the applicant. Evaluation trips will require the Service Provider’s Dispatch to call the Eligibility Department 5 to 10 minutes before the vehicle arrives at the facility. Vehicle operators performing these trips may also be required to provide information about the applicant’s pickup location. These trips will be within the CMTA service area, but may not always be within the ADA corridor.
- 6.3 **Transfer Trips:** CMTA is one of many transportation providers in the greater Austin area. Therefore, regular travel between other transportation service areas in the region may occur, requiring transfer between the various providers. In addition, CMTA has established “transfer points” at several transit center locations in CMTA, where passengers are brought to transfer onto other transit vehicles in order to consolidate transportation demand. When passengers are to be dropped off at a transfer point but the receiving transfer vehicle has not arrived, the vehicle operator must notify the CMTA Control Center and wait with the passenger until the other transfer vehicle arrives.
- 6.4 **Feeder-to-Fixed Route Trips:** Passengers who have barriers getting to the fixed route service but can successfully ride fixed route service upon reaching an accessible zone or station may receive “feeder-to-fixed-route” service. MetroAccess vehicles will provide the paratransit service to the passenger at either end of their fixed route trip, when required. This service requires coordination by the CMTA Control Center with fixed route and train schedules both in scheduling and service delivery.
- 6.5 **Open Return Trips:** Trips offered by MetroAccess to provide additional flexibility to passengers who may not know an exact time of when their return trip will be needed. The trips will be scheduled with an estimated time before the day of service, but may be rescheduled by the CMTA Control Center throughout the day of service per the passengers’ request. These schedule changes will be updated and sent directly to the Service Provider’s mobile data device.
- 6.6 **Standby Trips:** Trips provided on the same day as requested. MetroAccess will provide standby trips only when excess capacity exists at the time of the request, when an error occurs in service that is no fault of the passenger, or when a passenger is stranded at a location other than their home. CMTA reserves the right to grant other kinds of standby trips on a case-by-case basis.
- 6.7 **Hours of Service:** MetroAccess provides transportation comparable to non-commuter, fixed-route service. CMTA uses several maps, called service area boundaries, that describe the times and areas served. While transportation is currently provided seven (7) days a week and 24 hours a day, the service area will expand and diminish with changes in the amount of fixed route service available

(i.e. more service during peak commute times). The North Base service provider will NOT be required to provide service during all of the MetroAccess hours of service. The hours of service to be provided by the North Base will be limited to the hours outlined in the section of this document titled "Vehicle Service Hours"

- 6.8 **Holiday Service:** Holiday Service generally offers a reduced level of trips in a smaller service area over a corresponding reduced fixed route service area. The number of runs to be operated is determined during the week prior to the holiday and will reflect a comparable level of service provided on the fixed route bus system. Holiday Service will likely be provided on eight (8) CMTA recognized holidays per year:

HOLIDAY	DATE OBSERVED
New Year's Day	January 1 st
Martin Luther King, Jr. Day	Third Mon. in January
Memorial Day	Last Mon. in May
Independence Day	July 4 th
Labor Day	First Mon. in September
Thanksgiving Day	Fourth Thurs. in November
Day After Thanksgiving	Fri. following Thanksgiving
Christmas Day	December 25 th

- 6.9 **Adverse Weather/Emergency Conditions:** Regular service may be suspended in any area due to adverse weather or other emergency conditions. CMTA may also make other exceptions for events such as civil disruptions or natural disasters.

6.9.1 When this occurs, the Service Provider shall ensure that vehicle operators are available to meet emergency service needs and critical trips. Service Provider shall develop, implement, and maintain a program to respond to emergencies and routine problems that may occur. Occurrences include, but are not limited to:

- Passenger injuries
- Disturbances
- Illness
- Vehicle failures
- Inclement weather
- Accidents
- Detours
- Employee Injuries
- Strike/Walkout/Work Slowdown

6.9.2 The general areas of responsibility for managing and supporting service in adverse weather or other emergencies are as follows:

- Contact CMTA for service level definition.
- Determine level of service available for the day and notify CMTA management.
- Provide status reports of service changes and roadway conditions throughout the day.

6.10 **Fares, Collection, Recording, Handling, and Reconciliation**

6.10.1 No cash fares are accepted from MetroAccess customers. Fares in the form of a MetroAccess ticket or monthly pass, or other media as approved by CMTA shall be collected and processed for each:

- Eligible rider, regardless of age
- Companion six (6) years of age and older

6.10.2 Fares shall not be charged for:

- Personal Care Attendants (PCAs)
- Companions age five (5) and under

- Service Animals

- 6.10.3 The Service Provider's vehicle operators are responsible for collecting or verifying a valid fare media from each passenger upon boarding. This includes verifying each pass for each passenger each time they ride (passengers may not share the same pass). Vehicle operators must also check each passenger for a valid MetroAccess ID card when validating fare.
- 6.10.4 The Service Provider's vehicle operators are responsible for recording the fare presented by each passenger or companion, and any non-payments, directly onto the mobile data device and/or manifests. Vehicle operators shall turn in all collected tickets at the end of each shift.
- 6.10.5 Monthly Fare Reporting, from each vehicle, for each date is to be counted and subtotaled as to number of tickets, number of passes, number of non-payments or other fare media assigned by CMTA. This information shall be reported in a format specified by CMTA. Service Providers must securely destroy all fare media collected once it has been reconciled.
- 6.10.6 CMTA may choose to implement smart card technology or other alternative fare media at any time during this Contract at the cost of CMTA. As with all new technology integrations that may occur under this Contract, the Service Provider is expected to take an active role with CMTA in testing and validating new technologies at no additional cost to CMTA.

7. PRE-SERVICE DAY OPERATIONS

- 7.1 Runs have established start times, as determined by a regular run bidding process; however, these times may be flexed by the CMTA Control Center to within 60 minutes before or after the regularly assigned time to meet operational requirements. Flexing of the start time does not automatically shorten nor extend the run end time. The CMTA Control Center shall provide the Service Provider with the total number of runs, run start times, and run end times by 18:00 the day before the service is to be provided. The CMTA Control Center shall provide final Service Provider manifests electronically by 20:00 the day before service is provided. The Service Provider is expected to provide adequate staffing and vehicles to avoid any service delay on the day of service. In the event of an electronic failure, the Control Center may provide an alternate format for manifest information to the effected Service Provider, but it is the Service Provider that is responsible for coordinating this effort with the Control Center.
- 7.2 The Service Provider may use an on-site scheduler to review and adjust only the trips assigned to their manifests after 20:00 and one hour prior to the beginning of the service day. The on-site scheduler function allows the Service Provider the opportunity to adjust runs with a goal of increasing productivity, managing on-time performance, adjusting trip order and improving customer satisfaction.
- 7.3 Service providers may not reschedule runs to begin before their start times nor extend past their times as established at 18:00 by the Control Center on the evening before. CMTA reserves the right to consolidate or expand runs and/or to release a vehicle operator early on the day of service.
- 7.4 Service Provider must ensure that all vehicle and vehicle operator information is accurately updated in Trapeze and/or any other applicable software as soon as possible, but no later than the time at which the vehicle operator reports for their run assignment.

8. SERVICE DAY OPERATIONS

- 8.1 Daily service will be managed through the combined efforts of the CMTA Control Center Radio Dispatch in coordination with the Service Provider's dispatch.
- 8.2 The Service Provider is required to have a transportation supervisor on duty and dispatch operations during all hours that a vehicle is in service under this contract. The CMTA Control Center will only address service day situations as outlined within this section while all other service day situations shall be addressed by the Service Provider's dispatch.

- 8.3 The CMTA Control Center Radio Dispatch will make adjustments to increase the system-wide overall productivity. Manifests will be electronically adjusted by the CMTA Control Center through the mobile manifest data device throughout the service day to allow the CMTA Control Center to optimize the scheduled runs. The goal is to ensure on-time provision of MetroAccess paratransit service and allow for schedule adjustments.
- 8.4 The vehicle operator shall ensure the MetroAccess customer is picked up within the operating window listed on their manifest. The Service Provider's dispatch is responsible for assisting vehicle operators with routing, location, building, gate, passenger and any other issues that may cause a delay.
- 8.5 If a vehicle operator arrives at a pick up location early and the customer is prepared and willing to depart early, the vehicle may do so. The vehicle operator is never allowed to coerce a passenger to leave before the thirty (30) minute operating window opens. If the vehicle operator is running one (1) minute behind schedule or is more than thirty (30) minutes ahead of schedule, they shall notify CMTA Control Center dispatch. Trips may only be removed, reordered or added by the CMTA Control Center.
- 8.6 In addition to early and late notifications, the vehicle operator is also responsible for notifying CMTA Control Center dispatch in the event of:
- 8.6.1 **Cancel at Door:** When the vehicle operator arrives at the pickup location (within the 30 minute operating window) and makes contact with the customer and is informed that the customer does not wish to travel. The vehicle operator must log this occurrence with CMTA Control Center dispatch and provide details of the occurrence before continuing on the run.
- 8.6.2 **Passenger not ready:** When a vehicle operator makes contact with a customer within the 30 minute operating window, but the customer is not ready to go within five (5) minutes (i.e. attempting to board the vehicle), the trip will be declared a Cancel at Door. The vehicle operator must log this occurrence with CMTA Control Center dispatch and provide details of the occurrence before continuing on the run.
- 8.6.3 **No Show:** When the vehicle operator arrives within the 30 minute operating window and the passenger does not board the vehicle within five (5) minutes. The vehicle operator must log this occurrence with CMTA Control Center dispatch and provide details of the occurrence before continuing on the run.
- 8.7 The Service Provider's dispatch will serve as a backup to the Control Center's dispatch as needed. This could include taking over all dispatch duties related to North Base trips in the event of a major system failure or when specifically asked to do so by CMTA. The Service Provider's dispatch may be required to take over all dispatch duties for North Base operations in late evenings or other periods of time when trip volumes are extremely low.
- 8.8 When vital trip information (i.e. odometer counts, pick up and drop off times, fare collection, number of passengers, etc.), and add-on trip information (including customer name and pick up/drop off street addresses) is not reliably or accurately being recorded by the mobile data device, the vehicle operator shall communicate this information in detail for manifest reconciliation by the Service Provider. It is the responsibility of the Service Provider to reconcile all missing or incorrect data into Trapeze. This should be done on the day of service if possible but must be complete within two (2) business days after the service is performed.
- 8.9 In the event of an accident, incident, or any other event which may cause a significant delay in service, the vehicle operator shall contact the Service Provider dispatch immediately. Depending on the severity of the event, the Service Provider's dispatch will contact the proper authorities, the Service Provider's first responders, the passenger's emergency contact and coordinate with CMTA Control Center dispatch. CMTA Control Center dispatch shall coordinate the transfer of passenger trips or activate additional runs as needed.
- 8.10 The Service Provider Transportation Supervisors shall respond to the scene of an accident or incident per the procedures outlined in the corresponding section of this solicitation. Details on the current contractor's process can be seen in Attachment # 1 "Accident and Incident Procedures".

- 8.11 The Service Provider shall comply with CMTA & MetroAccess policies and procedures for lost and found items (Attachment 1a), passenger evaluations (Attachment 1b), location evaluations (Attachment 1c), lost passengers (Attachment 1d), IT system failures (Attachment 1e) and fare collection procedures (Attachment 1f). Additional procedures will be provided as necessary.

9. PLAN SUBMITTAL REQUIREMENTS

- 9.1 All plans referenced in the scope of service (Exhibit F) requested by CMTA shall be submitted by the Service Provider and approved by CMTA no less than thirty (30) days prior to the start of service unless the plan has a specified due date. A summary of required plans and due dates can be found in Attachment # 2.
- 9.2 Failure to submit the required plans thirty (30) days before the start of service or by each plan's specific due date shall result in a \$250 disincentive per day for each plan not submitted within the defined time period. Disincentives shall be deducted from monthly invoices at the discretion of CMTA. The Service Provider may not be allowed to begin service until all plans are submitted and approved by CMTA.

- 10. North Base Service Provider Facility** (to be obtained by the North Base service provider with CMTA approval): The Service Provider must acquire and pay for an operations base location within the North Austin Corridor that is located within the ADA service area and within proximity of high concentrations of MetroAccess passengers. This cost will be incorporated into the service provider's pricing. CMTA will make the final approval of the location. Should the facility and location not be approved by CMTA during evaluation/selection process, the Service Provider shall have the opportunity to make corrections to proposed facility site or procure alternative solution. See Attachment # 3 (Map) preferred facility location.

- 10.1 The facility proposed by the contractor for this service is to be of size to adequately provide for office space, parking, maintenance and fueling for the support of and provision of services under this contract. The proposed facility cannot be a current CMTA facility. The facility should not be a shared facility without an adequate plan for separation and accounting for North Base specific assets. The facility is to be fenced, lighted and capable of being secured. The facility shall provide for the activities and functions of contractor's staff and employees in support of the operation of the service and maintenance of the vehicles as required under this contract. The facility must have adequate parking for revenue vehicles and personal cars without the use of street parking.

10.1.1 The facility is to be equipped with gasoline storage and dispensing equipment that allows for daily refueling of revenue and non-revenue vehicles. Fueling facilities must meet all codes and law. CMTA will provide and pay for the fuel required to provide the service. Contractor will: supply the fuel storage equipment, supply the fuel dispensing equipment, monitor fuel inventories, order fuel, receive fuel, perform reconciliations for deliveries, meet all city and TCEQ requirements, monitor and record all fuel dispensed by vehicle by day and report to CMTA in an approved format.

10.1.2 If the revenue vehicle maintenance is proposed to be performed on site, an appropriate area is to be dedicated to this function, consistent with industry practices.

11. OTHER FACILITY LOCATIONS

- 11.1 Current facilities are intentionally located within CMTA's current ¾ mile Paratransit ADA service area, because nearly all MetroAccess trips will be provided within the area; however there are no formal provider-specific service area boundaries. All Service Providers are expected to provide transportation services throughout the CMTA service area as needed.

11.1.2 **South Base Service Provider Facility:** CMTA facility located at 509 Thompson Lane.

11.1.3 **Administration Facility:** Facility located at 624 North Pleasant Valley Road.

- MetroAccess management, contract oversight & administrative functions.

11.1.4 **Eligibility Department & Mobility Training Center:** Located at 209 W 9th St

- Paratransit eligibility assessment center
- Travel Training & Tether Strap Program headquarters

12. VEHICLE SERVICE HOURS (VSH)

12.1.1 Vehicle Service Hours (VSH): The basic measure for service levels and variable unit of compensation in the Contracts; the time a vehicle leaves from its base as scheduled to pull out for the first passenger pick-up of the vehicle operator's shift or service day, to the time it arrives at its base from the last passenger drop-off of the vehicle operator's shift or service day. Pre-trip inspection time as well as scheduled and unscheduled maintenance periods are not included as part of Vehicle Service Hours.

12.1.2 The Service Provider is responsible for ensuring compliance with all applicable laws and regulations related to employee work times. Fueling time, vehicle breakdown time, employee drug testing, and other non-revenue service related times are not part of a VSH. CMTA will use Trapeze data to verify these records. It is the responsibility of the Service Provider to ensure accurate data is recorded into the CMTA Trapeze system.

12.1.3 The target number of service hours will be determined by the CMTA Control Center Manager and Contract Performance Manager. These hours may increase or decrease according to service demand.

12.1.4 Service for the North Base is scheduled to operate:

- Weekdays - 4:30 am to 9:00 pm
- Weekends - 6:00 am to 6:00 pm

12.1.5 The CMTA Control Center prepares run bids (usually in the spring, fall, and winter) which maximize system resources. Run shift times determine the general start time and duration of runs, but can vary by up to one hour, on a daily basis. Runs shall pullout at the scheduled pull out time. CMTA reserves the right to adjust runs, cancel runs, or prepare an entirely new run bid as service demands change. Adequate advance notice shall be given to the Service Provider.

12.2 Adjustment in Vehicle Service Hours (VSH)

12.2.1 Service Providers shall run the number of Vehicle Service Hours specified by CMTA as scheduled by the CMTA Control Center. The scheduled pull out time for each run shall not be adjusted by the Service Provider unless authorized by the Control Center. The CMTA Control Center shall have the ability to make daily adjustments to the number of daily service hours to be operated predicated by demand.

12.2.2 CMTA may for any reason adjust the allocation of Vehicle Service Hours of any or all Service Providers higher or lower, depending upon efficiency, price, productivity, service quality, ride demand and adherence to the terms and conditions of their Contracts.

12.3 Projected Ten Year VSH:

12.3.1 The following table contains the projected vehicle service hours for the North Base Service Provider. These are projections for a maximum of **ten (10)** years and 5 (five) months, and do not constitute a guaranteed number of Vehicle Service Hours. Distribution of service among Service Providers is subject to change during the life of the Contract. Year one of the contract will be 17 months long to allow CMTA to align this contract with the Agency's fiscal year cycle.

12.3.2 The table below displays the annual distribution of Vehicle Service Hours. These are projections/estimates and do not constitute guaranteed Vehicle Service Hours. Distribution of service between Service Providers is subject to change.

Estimated Annual Service Hours by Contract Year	Base Year 1 (17 Months) 2014-2015	Base Year 2 2015-2016	Base Year 3 2016-2017	Base Year 4 2017-2018	Base Year 5 2018-2019	Option Year 6 2019-2020	Option Year 7 2020-2021	Option Year 8 2021-2022	Option Year 9 2022-2023	Option Year 10 2023-2024
North Base	130,000	92,500	93,000	93,500	94,000	94,500	95,500	96,000	96,500	97,000

Table 1 – MetroAccess Vehicle Service Hour (VSH) Projections

12.3.3 Capital Metro reserves the right to adjust service at any time. Modifications to services may include, but are not limited to, extending, deleting or adding routes, or parts of routes, and expanding or decreasing scheduled vehicle hours. Scheduled vehicle hours are determined by Capital Metro.

12.3.4 Using the estimated base of hours provided in the above table as the baseline of anticipated service level, Service Providers are to include in their proposal at what increment (of service hours) their proposed pricing will increase or decrease. Pricing schedules must be included for each increment provided, and are detailed in Exhibit A and Exhibit A-1-Revised-1.

13. PRICING METHOD & STRUCTURE

13.1 Service Preparation Charges: Service preparation period, or start up charges, are those expenses incurred by the Service Provider from the date of award through the first day of service. Service preparation charges should be spread over the term of the contract and incorporated into the fixed costs detailed in Exhibit A-1-Revised-1.

13.2 Fixed Monthly Cost: A fixed monthly cost will be billed uniformly throughout the life of the contract each month. The cost is intended to cover those expenses (i.e., management and administrative salaries, benefits, office supplies, profit, standard liability insurance) in each of the Vehicle Service Hour ranges outlined in Section 12 of Exhibit F. This cost will not be affected by the number of VSH delivered until the numbers fall outside the maximum or minimum of the range identified for each Service Provider. (See Exhibit A-1-Revised-1).

13.3 Variable Rate: In addition to the fixed monthly cost, the Service Provider shall be paid a variable rate for other expenses necessary to provide transportation services. This shall include compensation for all hourly staff (including vehicle operators, supervisors, administration, maintenance staff wages, overtime, training, and benefits) and shall be calculated on the basis of how many Vehicle Service Hours are dispatched by the CMTA Control Center, and delivered by the Service Provider.

13.4 The variable rate for service will be billed according to actual VSH delivered. (See Exhibit A-1-Revised-1). CMTA may adjust, at any time, the allocation of VSH of any or all Service Providers higher or lower, depending upon efficiency, price, productivity, service quality, ride demand, changes in fixed route scheduling, and or changes in policy.

14. SERVICE PERFORMANCE INDICATORS

14.1 Performance Indicator Overview

14.1.1 Performance measures are included in this contract in order to provide the highest level of service possible. CMTA reserves the right to monitor the Service Provider in their performance of the Contract to ensure adherence to all performance specifications.

14.1.2 The Service Provider is expected to meet or exceed the performance metrics as outlined in this contract on a (overall average) monthly basis unless otherwise specified in this

contract. Should the Service Provider exceed or fall short of acceptable standards, payments to the Service Provider will be adjusted from the total original invoice. Adjustments are based on the incentive or disincentive percentage indicated in the contract.

- 14.1.3 The Service Providers are expected to meet the requirements of this Contract by delivering all service scheduled by the CMTA Control Center. This includes during times of service delay such as vehicle breakdowns, accidents, adverse weather or similar service interruptions. In the event of a widespread disruption that results in the suspension of service refer to Section 6 of Exhibit F under the “Adverse Weather/Emergency Conditions” section. The Service Provider shall submit a Service Contingency Plan in accordance with the requirements defined in Section 9 of Exhibit F.
- 14.1.4 Service demand may change from day to day. Start and/or end times for each schedule may vary; therefore the Service Provider shall ensure that its work assignments allow for this variability. The Service Provider shall ensure that sufficient flexibility is built into its staffing plans to adjust to the scheduling requirements on a day-to-day basis.
- 14.1.5 CMTA will meet with the Service Provider to determine a set of performance goals for the upcoming year. Operational measures may include on time performance, customer complaints, vehicle and passenger accidents, miles between road calls and productivity.

14.2 On Time Performance (OTP)

- 14.2.1 “On time” is defined as when a MetroAccess customer is picked up within the operating window. At the time of the initial trip request, the customer (or individual requesting the trip) shall be informed what the operating window will be. For example: A pick-up scheduled on the vehicle manifest as 10:15, the operating window is between 10:00 and 10:30. Vehicles arriving at or before 9:59 are early; vehicles arriving at or after 10:31 are late. Where CMTA does not assign a scheduled pick up time for a trip, the Service Provider shall make a reasonable attempt to pick up the customer within one (1) hour of the requested pick up time.
- 14.2.2 The on time performance (OTP) goal for a pick up is 95% but a disincentive does not occur until the service provider falls below 92%. All customers shall be picked up no later than the end of the operating window. Service Providers are expected to manage vehicle operator work assignments and resources to attain 95% on time service delivery. Incentives and disincentives are outlined below:

OTP Level	Disincentive
92.00% - and Above	0%
90.00% - 91.99%	-0.25%
89.99% and Below	-0.50%

- 14.2.3 Passengers may be picked up before the opening of the operating window if the passenger agrees to do so, but this is the sole discretion of the passenger. This type of trip shall not be counted toward the Service Provider’s OTP.
- 14.2.4 Service Provider may provide a list of trips for review in which the trips were late due to late scheduling by the CMTA Control Center and/or other conditions that are clearly proven to be beyond the Service Provider’s control. Upon verification by CMTA, such trips shall not be counted toward the Service Provider’s OTP.

14.3 Vehicle Performance Standards

- 14.3.1 The Service Provider is expected to properly maintain their vehicles to achieve a low number of unexpected road calls. Incentives and Disincentives are calculated per 100,000 vehicle **total** miles as outlined below:

Miles Between Mechanical Road Calls	Incentive/ Disincentive
30,001 and Above	0.25%
20,001 - 30,000	0%
12,001 - 20,000	-0.25%
12,000 and Below	-0.50%

14.4 Vehicle & Passenger Accident Rate

14.4.1 The rate for preventable vehicle accidents shall be no more than 1.70 per 100,000 total miles.

14.4.2 Incentives and disincentives shall be applied to the Service Provider’s monthly invoice based on the ability to run a safe operation. Incentives and disincentives are calculated using the number of preventable vehicle accidents per 100,000 vehicle service miles as outlined below. A preventable accident is one in which the driver failed to do everything that reasonably could have been done to avoid the crash, as defined by the National Safety Council’s Guide to Determine Motor Vehicle Accident Preventability. Final determination of preventability is at the sole discretion of Capital Metro.

Vehicle Accident Rate	Incentive/ Disincentive
0.80 and Below	0.25%
0.81 – 0.95	0%
0.96 – 1.80	-0.25%
1.81 and Above	-0.50%

14.4.3 The rate for preventable passenger accidents shall be no more than .25 per 10,000 passengers.

14.4.4 Incentives and disincentives shall be applied to the Service Provider’s monthly invoice based on the ability to run a safe operation. Incentives and disincentives are calculated per 10,000 passenger boardings as outlined below:

Passenger Accident Rate	Incentive/ Disincentive
0.0	0.25%
0.01 - 0.85	0%
0.86 - 0.99	-0.25%
1.00 and Above	-0.50%

14.5 Vehicle Operator & Service Availability

14.5.1 The Service Providers shall ensure that it has an adequate number of vehicle operators available to provide service according to the schedules developed by the CMTA Control Center. Disincentives have been incorporated into this contract to ensure reliable run coverage.

14.5.2 Each vehicle operator shall leave base no later than the daily scheduled pull out time of the run. At least 95% of all runs shall depart on time. Incentives and disincentives are outlined below:

On Time Lot Leave	Disincentive
95.00% and Above	0%
92.00% - 94.99%	-0.25%
91.99% and Below	-0.50%

14.6 Missed Service

- 14.6.1 The Service Provider is required to provide a specific number of runs and VSH as identified by the CMTA Control Center by 18:00 the night before service. Failure to perform a portion of or an entire run as assigned by the CMTA Control Center will result in a disincentive based on the sum of cumulative hours missed per month. The disincentive for every thirty (30) minute increment of missed service shall be \$100.00.
- 14.6.2 Ongoing failure to provide runs and VSH by a Service Provider will be considered a material breach of contract.
- 14.6.3 A disincentive payment of \$100 per missed trip shall be applied to the monthly invoice. A missed trip is defined as a trip that is not completed in its entirety, transporting the wrong customer, a trip for which the customer is dropped off at an incorrect or unauthorized drop off location, or where the arrival time is more than one (1) hour after the close of the operating window.
- 14.6.4 CMTA requires the Service Provider to maintain a missed trip percentage of less than 0.05%. Failure to maintain this percentage will be considered a material breach of contract.
- 14.6.5 The disincentives in this section will not apply if the failure to perform is caused by an Excusable Delay in accordance with the provisions set forth in Exhibit E.

14.7 Complaints, Concerns & Commendations

- 14.7.1 In general most complaints, concerns and commendations are reported directly to CMTA. The Service Provider shall follow the Customer Call Report Procedure. This requires the Service Provider to investigate and resolve passenger complaints and comments regarding the service. The Service Provider will contact each complainant by telephone, or follow up with written correspondence when necessary. If an investigation is required, the Service Provider will conduct an investigation and the complainant will be contacted by telephone or written correspondence regarding the results of the investigation. (See Attachment # 4 Customer Call Report Procedure).
- 14.7.2 The Service Provider shall notify CMTA immediately of any complaint alleging employee misconduct such as inappropriate conversation, touching, assault, (physical or verbal), etc.
- 14.7.3 Customer Call Reports should be responded to within three (3) business days. Some cases involve multiple parties (Service Provider, CMTA Control Center, etc.). The CMTA standard is to close all cases within four (4) working days. All files shall be reviewed daily for pending responses. Failure to respond to a customer complaint by the start of the fifth (5th) business day will result in a \$50 charge per day and per occurrence.
- 14.7.4 CMTA will provide the Service Provider with CMCS software (or other customer service software replacement). CMTA will provide the Service Providers with instructions and training on the software used to collect and report passenger comments. The Service Provider shall designate a specific person(s) (action officer) to handle passenger comments/complaints.
- 14.7.5 Should the Service Provider receive passenger feedback, the comments shall be delivered to CMTA within 24 hours of receipt. In the unusual event of a manager or Transportation Supervisor receiving a comment, the Service Provider shall report all passenger contacts (comments, complaints and commendations) to CMTA within 24 hours of receipt. CMTA requires follow through on complaints received by CMTA regarding transportation. The Service Provider shall resolve any complaint received from CMTA using the Customer Call Report Procedure.
- 14.7.6 Occasionally there are priority cases. The Service Provider shall respond to fax, email or telephone inquiries within 24 hours. The Service Provider shall keep CMTA informed of investigations that take longer than 24 hours.

- 14.7.7 The Service Provider shall respond to requests by CMTA for information to assist in the investigation and resolution of a complaint. If requested, the Service Provider shall conduct their own internal investigation and provide CMTA with their written findings.
- 14.7.8 All complaints will be considered “chargeable” to the Service Provider for the basis of calculating the incentive or disincentive. Complaints will remain chargeable to the Service Provider unless clear evidence is presented to CMTA showing that the complaint was due to circumstances beyond the service provider’s control. The details of this process are outlined in the Customer Call Report Procedure.
- 14.7.9 The rate for chargeable complaints will be measured per 10,000 passenger boardings.
- 14.7.10 Incentives and disincentives are applied to Service Provider’s monthly invoice as outlined below:

Chargeable Complaint Rate	Incentive/ Disincentive
9.0 and Below	0.25%
9.1 – 11.0	0%
11.1 – 12.0	-0.25%
12.1 and Above	-0.50%

- 14.7.11 A disincentive will not be applied for complaints which are not directly attributable to the service provided by the Service Provider. Those in question will be reviewed jointly by the Service Provider and CMTA. CMTA shall have the final decision in each case.

15. ORGANIZATION & PERSONNEL REQUIREMENTS

15.1 Organization

- 15.1.1 Before starting any Work, the Service Provider shall submit to CMTA an organizational chart showing the proposed organization established by the Service Provider for the performance of the Work, including lines of authority, responsibility, and communication; and names, titles, and functions of all positions. This information shall be incorporated into the Startup Plan.

15.2 Workforce Requirements & Staffing Plan

- 15.2.1 The Service Provider shall be responsible for determining the direct staffing levels and salaries required to deliver the service assigned through the CMTA Control Center. The Service Provider shall also be responsible for ensuring that all MetroAccess policies and procedures are followed.
- 15.2.2 The Service Provider shall ensure that sufficient staff are hired and retained to meet this contract’s service requirements and remain in compliance with applicable State and Federal law. Following Authority approval of the Staffing and Personnel Plan, the Service Provider is contractually obligated to comply with that Plan throughout the Contract Term and may not change that Plan during the Contract Term without the prior written approval of CMTA.
- 15.2.3 On or before the Contract Start Date the Service Provider shall hire all necessary operators, maintenance personnel, and supervisory and administrative personnel as identified in its Staffing Plan.

15.3 Criminal History, Driving History and Motor Vehicle Requirements

The requirements for all personnel including drivers are located in Exhibit E.

15.4 Staff Conduct

- 15.4.1 The Service Provider (includes all staff and subcontractors) are expected to conduct themselves in a professional manner at all times when transporting or communicating with

a customer. The Service Provider staff is expected to be polite and courteous in their speech and manner including exercising patience and self-control even when others do not. When confronted with a disruptive or unruly customer or situation, staff and subcontractors are expected to follow the procedures outlined in the ADA sensitivity training class and any other instruction provided by the Service Provider or relayed to the Service Provider by CMTA related to complaints regarding their conduct.

- 15.4.2 All Service Provider staff performing services under this contract must wear a CMTA-issued identification badge at all times while on duty. This badge must be clearly visible at all times. Any staff member who has not yet received an official badge or who does not bring the badge to work must be provided a temporary ID by the Service Provider that clearly identifies the employee's name and job title.
- 15.4.3 Upon the request of CMTA, the Service Provider shall promptly remove from work any employee who CMTA considers unsuitable for such work or who has displayed any act of discourtesy, rudeness, use of profanity, or any other act deemed unacceptable by CMTA.

15.5 Key Personnel Staffing

- 15.5.1 The Service Provider shall assign Key Personnel to the Project in accordance with its Staffing and Personnel Plan. Key Personnel shall include, in addition to the General Manager, personnel who perform work in accordance with the job functions as outlined in this section of the Contract. Personnel identified in this contract as key personnel should have a minimum of four (4) years of experience performing a similar job function in a similar transit environment before being assigned to this contract.
- 15.5.2 CMTA must approve the General Manager assigned to this contract, as well as other Key Personnel. Key Personnel includes: the General Manager and the most senior person in charge of the following functional areas: service operations, vehicle maintenance, technology, and safety and training. One individual key staff member may be responsible for more than one functional area.
- 15.5.3 The Service Provider shall maintain the Key Personnel identified in its Staffing Plan throughout the Contract Term. All of the Service Provider's Key Personnel work hours shall be 100 percent dedicated to providing services for CMTA under this Agreement, unless otherwise approved in writing by CMTA. CMTA shall have the authority to direct the removal of any Key Personnel if it is determined that such individual is not performing the Work in a proper or skillful manner or that such removal is otherwise in the best interests of CMTA.
- 15.5.4 The requirements of this section shall not be construed to (1) restrict Service Provider authority to determine that more than the minimum number of employees identified in subsection (a) are needed to perform the Work; (2) impose a mandatory staffing level throughout the Contract Term; (3) limit the Service Provider's ability to manage the number of positions and size of workforce it determines to be necessary to perform the Work, consistent with its Staffing and Personnel Plan, as vacancies occur or as services are adjusted, during the Contract Term; or (4) restrict the Service Provider's ability to dismiss employees for cause during the Contract Term.
- 15.5.5 The Service Provider will fill vacant Key Personnel positions with CMTA approved persons within sixty (60) calendar days of such a position becoming vacant. For each day the position remains vacant, CMTA shall be issued a rebate equal to the cost of the salary and benefits for which such position is not filled beginning on day one (1) of the vacancy. A disincentive will be assessed for key positions that remain vacant for over sixty (60) days. Beginning on day 61 a \$1,000 per day disincentive will be assessed for a vacant General Manager position and a \$500 per day disincentive will be assessed for any other Key Personnel position that remains vacant. Unreasonable delays with filling key position vacancies caused solely by CMTA shall not be counted against the Service Provider.
- 15.5.6 In order to ensure the continuity of consistent high service standards over the life of this Contract, it is CMTA's expectation that the Service Provider shall retain qualified and experienced key personnel to perform services pursuant to the Contract requirements. It is CMTA's expectation that the Service Provider make every reasonable effort to retain the

services of the General Manager it names in its proposal to provide services pursuant to this Contract for a minimum of one (1) year from the Contract Start date.

- 15.5.7 The Service Provider shall ensure that its Key Personnel, including the General Manager, are sufficiently experienced, qualified and skilled to provide the service requirements established in this Contract at a high level of professionalism throughout the life of this Contract. In the event the Service Provider intends to replace the named General Manager, or other Key Personnel, CMTA shall be afforded notice and the opportunity to provide input regarding any proposed replacement. As such, the Service Provider shall submit to CMTA the resume and qualifications of a suitable replacement within thirty (30) days after notification of the General Manager's resignation or termination. The Service Provider agrees to give serious consideration to CMTA's input regarding any proposed Key Personnel replacements. The Service Provider's failure to provide a suitable General Manager, or Key Personnel, who is qualified and capable of satisfactorily providing the services required pursuant to this Contract, may result in termination of the Contract.
- 15.5.8 The Service Provider shall determine the appropriate assignment of Contract management staff to successfully implement the scope of this Contract. The General Manager shall be the Service Provider's representative for the administration of the Contract documents and the supervision of work. In all matters relating to the performance of the work and payment therefore, and in all situations involving actual recommended or proposed changes, CMTA shall accept commitments and instructions of the Service Provider only from the General Manager or a duly authorized representative of the General Manager as designated in writing.
- 15.5.9 In all aspects of managing this service, the Service Provider shall ensure that the Key Personnel exhibits a customer service focus and continuous commitment to improving the delivery of service. The Service Provider shall ensure that the Key Personnel exemplifies a "can do" attitude and belief in a team approach, fostering good communication with all parties involved with the use and delivery of MetroAccess service.
- 15.5.10 In the temporary absence of the General Manager, the Service Provider shall ensure that other designated supervisory personnel shall be assigned responsibility for proper operation of the service as set forth in this Contract. The Service Provider shall ensure that the General Manager or the designated supervisory personnel shall be available during all hours of service to make decisions and provide coordination as necessary.

16. GENERAL PERSONNEL

16.1 Vehicle Operators

- 16.1.1 CMTA recognizes that the strength of its transportation program is built upon the strength of its vehicle operators.

16.2 Dispatch

- 16.2.1 While some Radio Dispatching and data messages shall be handled by the CMTA Control Center, the Service Provider shall have a radio/dispatch position to coordinate services. Duties of this position are described in Attachment # 5 – Dispatch Call Scenario.

16.3 Transportation Supervisors

- 16.3.1 The Service Provider's Transportation Supervisors are the first line of response for all MetroAccess operational issues. It is vital to the success of the service provider to have adequate staff available to perform all of the duties required of this position. Transportation Supervisors respond to accidents and incidents. They also assist with ensuring that vehicle operators pull out from base on time, assist the CMTA Control Center dispatch in picking up late or missed customers, finding lost customers and all other duties required to provide great customer service. The Service Provider will provide qualified personnel in this capacity to fulfill the requirement at any hour that revenue vehicles are in service.

- 16.3.2 The Service Provider shall ensure that Transportation Supervisors perform regular observations of the vehicle operators while providing service to ensure satisfactory service delivery pursuant to the terms and conditions of this Contract. The Transportation Supervisors may also be used to investigate and assist CMTA with resolving passenger concerns.
- 16.3.3 The Service Provider's Transportation Supervisors may be called upon to investigate passenger concerns, evaluate passenger mobility aids, perform site evaluations of specific locations and submit documentation of findings to Capital Metro when applicable.
- 16.3.4 It is the expectation that most of a Transportation Supervisor's time will be spent on the road monitoring the service for safety and on time compliance, ensuring correct passenger assistance techniques are used, and conducting ride checks to ensure operator adherence to procedures. In rare cases, it may be expected for a Transportation Supervisor to respond to an emergency situation for a vehicle operator of a different service provider at the request of the CMTA Control Center or transport passengers when revenue vehicles are not available to transport.
- 16.3.5 CMTA reserves the right to reduce the Service Provider's monthly invoice appropriately for any Transportation Supervisor position left vacant for more than sixty (60) Days.
- 16.3.6 Transportation Supervisors shall be required to provide ad hoc support to CMTA, including the management of MetroAccess customers attending public meetings, assisting with public outreach activities, etc.
- 16.3.7 The Service Provider shall ensure there are qualified supervisory personnel available to physically respond (as necessary) to any accidents/serious incidents or other service disruptions during all hours of revenue service in accordance to contract requirements.
- 16.3.8 Transportation Supervisors are required to wear CMTA approved uniforms.

16.4 Vehicle Mechanics

- 16.4.1 The Service Provider will be responsible for staffing and directing the vehicle maintenance function to assure that there is a sufficient supply of safe, reliable and clean vehicles for service every day.

16.5 Technology

- 16.5.1 The Service Provider shall have designated staff member(s) to serve as a technology liaison between CMTA and the Service Provider. This job function provides support to the Service Provider operations to ensure stability, integrity and availability of all network resources, computers, applications, installations, and other systems in use by the Service Provider. This job function is also responsible for Service Provider user support and system health monitoring. The Service Provider shall ensure the reliable transmission of real-time trip information into the CMTA Trapeze PASS system. The Service Provider shall also provide and make use of existing and/or new hardware, software and personnel toward testing to ensure through accurate reconciliation of submitted data that real time data is being transmitted into the CMTA Trapeze PASS software system. This job function may not require full-time on-site staff.

16.6 On-site Scheduler

- 16.6.1 Service Provider shall have staff to provide the job function of an On-site Scheduler to assist the CMTA Control Center and increase the Service Provider's productivity. The On-site Scheduler assists in finalizing schedules for next day service and ensures vehicle operator and vehicle availability. The On-site Scheduler is responsible for communicating schedule and quality issues to the Service Provider's General Manager on issues related to the CMTA Control Center's scheduling department.

16.7 Suitable Personnel

- 16.7.1 The Service Provider's provision of qualified, capable and experienced personnel is essential to the performance of its contractual obligation as described herein. As such, failure to provide suitable personnel consistent with CMTA's contractual expectations as set forth herein shall be deemed a material breach of contract and subjects the Contract to immediate termination at CMTA's option. The Service Provider shall ensure that its employees are qualified, capable and suitable to perform the requirements of this Contract and CMTA reserves the right to provide input to the Service Provider in determining the suitability of any employee to continue performing the work pursuant to this Contract. The Service Provider shall provide all pertinent employee records regarding incidents/accidents, passenger complaints, etc., to CMTA as soon as possible upon request.
- 16.7.2 Employees assigned by the Contractor to work on CMTA's contract shall be deemed ineligible for rehire by another contract service provider of CMTA if their employment is involuntarily separated as a result of a drug and alcohol policy violation, safety or customer service violation, or significant accident history, including those resulting in major property damage or personal injuries. See Attachment # 6, Reference Check Form-Safety Sensitive Positions. The Contractor shall be responsible for making a reasonable attempt to verify eligibility for rehire with the other CMTA contract service providers. Contractor shall meet Department of Transportation (DOT) requirements when requesting employment history information from any former employer. The requirements of the DOT Title 49: Transportation, Part 40 – Procedures for Transportation workplace drug and alcohol testing which states that an employer must maintain a copy of the written request for information sent to the former employer including the signature of the potential employee authorizing the release of this information to Contractor. The Contractor must comply with the reasonable attempts by other CMTA contract service providers to verify that former employees are not ineligible for re-hire as a result of a drug and alcohol policy violation or significant accident history, including those resulting in major property damage or personal injuries
- 16.7.3 All employees shall receive regular training that develops skills and increases understanding of people with varying disabilities and of varying ages, regardless of ethnic/national origin, color, race, religion, gender, or orientation. All employees shall also be required to receive an orientation on CMTA's service offerings, including MetroAccess paratransit service.
- 16.7.4 The Service Provider shall propose training programs for staff and vehicle operators, which shall be incorporated into this Contract upon CMTA's approval. The training program shall include methods for measuring the effectiveness of the training in developing skills and improving performance. More information related to training requirements can be found in Section 19 of Exhibit F.

17. VEHICLE OPERATOR EXPECTATIONS, CONDUCT, & DRESS

17.1 Vehicle Operator Expectations (Additional reference: Attachment # 7, MetroAccess Rider Guide)

- 17.1.1 Vehicle operators are required to have a working knowledge of driving times and the service area.
- 17.1.2 Deviations from the schedule including unscheduled stopovers are not permitted unless the operator receives authorization from the CMTA Control Center, the police, a Supervisor, or other authorized persons in charge.
- 17.1.3 If the Operator is running one (1) minute behind schedule or is more than thirty (30) minutes ahead of schedule, they shall contact the CMTA Control Center dispatch for assistance. Trips may be removed or added to ensure the Operator's run is optimized.
- 17.1.4 Vehicle operators must not intentionally operate their vehicle behind schedule. If unavoidably delayed, the operator must report the cause for the delay to the CMTA Control Center dispatch.

17.1.5 The Service Provider shall immediately remove any vehicle operator from service if found to commit unsafe or inappropriate acts while providing service under this Contract. The Service Provider shall notify CMTA in the event that an Operator must be removed from service for this reason within 24 hours

17.1.6 Vehicle operators shall wear DOT approved reflective safety vests at all times while providing service outside the vehicle.

17.2 Prohibited Conduct: Cause for Removal From Service

17.2.1 CMTA may require Service Provider to immediately remove any vehicle operator from CMTA service (pending investigation) for any one of, but not necessarily limited to, the following:

- Committing unsafe or inappropriate acts while providing service.
- Failure to follow CMTA policies and procedures.
- Failure to carry a valid vehicle operator's license while providing service.
- Cell phone use while operating Capital Metro vehicle, including texting and use of Bluetooth devices.
- Revocation, suspension or non-renewal of a valid Texas vehicle operator's license.
- Conviction of any felony criminal offense.
- Use of any tobacco product on Capital Metro vehicle or property, in accordance with the Tobacco Free policies of Capital Metro.
- Failure to follow safety rules and regulations.
- Failure to follow security policies, guidelines and procedures.
- Notification of an active warrant from any law enforcement or judicial agency.
- Failure to meet vehicle operator employment requirements in Exhibit E and/or F.

17.3 Vehicle Operator Dress Code and Personal Appearance Standards

17.3.1 The Service Provider shall ensure its vehicle operators conform to professional appearance standards consistent with the contractual guidelines set forth below. These guidelines will ensure a standard appearance among Service Providers that is consistent with the high standards CMTA's professional vehicle operators are expected to meet every day. When reporting to work, vehicle operators must present a neat and clean appearance and wear only the uniform (if applicable), which conforms to the specifications of their job.

17.3.2 The Service Provider shall cause its vehicle operators to observe professional standards regarding personal appearance when reporting for duty and while on duty, including training assignments that require operation of CMTA branded equipment. The Service Provider is authorized to allow its vehicle operators reporting for non-driving training or duties to wear casual clothing, appropriate for the workplace. The Service Providers shall ensure that all clothing worn by its employees shall fit well, be clean, wrinkle-free and in good repair.

17.3.3 In addition to standards for professional appearance and hygiene, the vehicle operator shall wear a uniform approved by CMTA, provided at the expense of the Service Provider or vehicle operator. See Attachment # 8, Appearance Standards and Dress Code.

18. SAFETY & ACCIDENT/INCIDENT INVESTIGATION AND STANDARDS

18.1 Service Provider Safety Program

18.1.1 The Service Provider is to develop an ongoing safety program approved by CMTA. This program shall include:

- Vehicle operator procedures for handling emergencies and incidents (medical, fire, safety, fuel and other fluid spills)
- Handling emergency equipment
- Road emergency
- Assault information

- Handling potential blood borne pathogens
- Accident response plan
- Accident review process and analysis
- Criteria for determination of accidents as preventable or non-preventable, using National Safety Council guidelines
- Employee re-training provision
- Programs and methods to be used in promoting safety awareness

18.1.2 The Service Providers shall ensure that safety staff attends a monthly meeting with CMTA staff.

18.1.3 Service Provider is required to document its Safety Program. CMTA's Contract Performance Manager and Safety Manager will review the program to ensure that it is consistent with desired safety program requirements

18.1.4 Contractor must participate in periodic emergency readiness training and drills at the direction of CMTA.

18.2 Safety Equipment

18.2.1 The Service Providers shall have hazardous material clean-up kits ready in all non-revenue vehicles to ensure that a kit is available for clean-up(s) at all times. The Service Providers shall ensure that these kits comply with OSHA and any other applicable regulatory standards.

18.2.2 Each Service Provider shall provide appropriate equipment in all non-revenue vehicles to evaluate locations for their safety. Materials include digital camera, inclinometer, distance measuring wheel, and tape measure.

18.2.3 The Service Providers shall ensure that all vehicles have properly operating safety equipment, fire extinguishers, and reflectors.

18.3 Accident or Severe Incident Procedure

18.3.1 Upon receiving notification of an accident or severe incident from a vehicle operator, the Service Provider shall notify CMTA Control Center dispatch. All accidents involving property damage preventing a vehicle from proceeding in service operation, severe incidents in which on-site medical or first aid attention is given to a rider, vehicle operator, or other person involved in the accident or severe incident, or if any person is transported to a medical facility or in any instance that the exterior of the vehicle comes into contact with a pedestrian, CMTA Contract Performance Manager or designee shall be notified immediately (via phone). See Attachment # 9, "Emergency Notification Procedure".

18.4 Vehicle & Passenger Accidents

18.4.1 **Vehicle Accident:** Collisions that cause damage to CMTA-branded vehicle; as a result of a vehicle accident, a passenger is transported by EMS, an employee (Capital Metro or contractor) is injured (WC), regardless of damage; collisions where claimant calls in a claim for property damage/injury due to a CMTA reported vehicle accident; collisions with pedestrians hit by a Capital Metro-branded vehicle if injury is claimed.

18.4.2 **Passenger Accidents:** Passenger transported due to injury on CMTA-branded vehicle, and/or passenger making a claim due to injury on CMTA-branded vehicle that can be substantiated.

18.4.3 All events classified as an accident shall be reported to CMTA within 24 hours or less from the time of the accident. Accident reports shall be legible and include information as described in Attachment # 10.

18.4.4 The Service Provider's designated accident investigation staff shall respond immediately in person to the above described incidents or accidents and complete an accident investigation.

- 18.4.5 Details about the accident shall be entered into the incident management software provided by CMTA.
- 18.4.6 At the request of CMTA, a follow-up summary of all action taken by the Service Provider which may include final resolution, repairs, and/or corrective action, shall be submitted.
- 18.4.7 A final report detailing the disposition of the previous month's accidents and incidents by type and determination of preventability for each, shall be provided to the Contract Performance Manager no later than the fifth (5) business day of the following month.

18.5 Incidents

- 18.5.1 Any unusual disturbance on or in the vicinity of CMTA property or property dedicated for the use of CMTA operations which requires the assistance of any person other than the operator; an occurrence which causes a disruption or delay of service; or any other situation which requires a supervisor, security officer, emergency personnel, including passengers struck while crossing in front/behind the bus, etc. An incident may either be directly witnessed or communicated to an employee, CMTA, or its contractors by another person. CMTA retains the right to make a final determination of what is or is not considered an incident.
- 18.5.2 At the request of CMTA, a follow-up summary of all action taken by the Service Provider which may include final resolution, repairs, and/or corrective action, shall be submitted.

18.6 Biological Hazards – See Attachment # 11.

18.7 Safety in the Workplace

- 18.7.1 The Service Provider shall be responsible for compliance with all applicable State and local laws, ordinances, and regulations during the performance of this work. Service Provider shall indemnify CMTA for fines, disincentives, and corrective measures that result from the acts of commission or omission of Service Provider, its Subcontractors (if any), agents, employees, and assigns and their failure to comply with such safety rules and regulations. CMTA may require Service Provider to comply with additional safety requirements. Such additional requirements will be provided in writing.
- 18.7.2 Service Provider shall implement safety rules and procedures in accordance with transit industry best practices and CMTA procedures. These include but are not limited to the following:
 - Furnish and enforce the use of any and all personal protective equipment needed to complete the tasks required by this contract.
 - Provide its employees special safety training prior to working with hazardous materials or operations.
 - Provide warning signs, barricades and verbal warnings as required.
 - Have a formal manual for emergency/evacuation policies and procedures OSHA compliant, available on site and shall inform its employees of emergency procedures to be adhered to in case of a fire, medical emergency, or any other life-threatening catastrophes.
- 18.7.3 The provider shall provide a Safety Management System (SMS) plan that includes the elements, components and key activities of a SMS. The provider shall also provide a safety policy and emergency response plan, which are part of the SMS.

The plan shall include how the provider will strategically apply resources to risk and is based on ensuring that an organization or transit agency has the necessary organizational infrastructure in place to support decision-making at all levels regarding the assignment of resources, which is essential to effectively manage safety risks during the delivery of service.

The elements of an organizational infrastructure include, but are not limited to:

- Defined roles and responsibilities
- Strong executive safety leadership
- Formal safety accountabilities and communication
- Effective policies and procedures
- Active employee involvement

SMS Components:

- Safety Policy – safety commitment and accountability, safety roles and responsibilities, safety resource allocation to support safety performance targets
- Safety Risk Management – safety hazard identification, safety risk-based analysis and implementation of safety risk controls
- Safety Assurance – monitoring of safety risk controls to ensure they are achieving their intended objective while assessing the need for new risk control strategies
- Safety Promotion – achieving the safety mission through clear safety communication channels and safety training programs
- Emergency Response Plan – ensure that safety team integrates security and emergency preparedness information into its assessments of risk
- Safety Culture – promotes an environment where management and employees work together to identify risks and act together to control them
- Safety Reporting – places an emphasis on safety training and safety communication to guarantee that the all employees understand the SMS policies and procedures, and supports an effective safety-reporting environment within all levels of the workforce

Key SMS Activities:

- Collecting and analyzing data and information to proactively identify hazards
- Taking actions to mitigate the risk associated with the potential consequences of hazards
- Ongoing monitoring of risk through a system of safety controls
- Using data to support allocation of resources that promote and support safety performance

19. VEHICLE OPERATOR & FRONT LINE STAFF TRAINING

19.1 The Service Provider will be expected to develop, implement, and maintain a formal training and retraining program for all vehicle operators and operations staff members including but not limited to supervisors, dispatchers, and mechanics. The program must provide formal retraining measures, including criteria for determining the success of retraining efforts. The program must also include a plan for ongoing in-service evaluations. It is the Service Provider's responsibility to provide additional training if the training requirements are determined to be insufficient. New vehicle operators shall have a minimum of forty (40) hours of classroom training, forty (40) of behind-the-wheel training and forty (40) of one-on-one training. The Service Provider shall outline training in the training program. The training program will be submitted to CMTA for review and approval. All training will be documented for each employee and submitted to CMTA, upon request.

19.2 CMTA may audit the training program and documentation at any time. The vehicle operator's training program shall include a minimum of forty (40) hours of classroom training prior to any vehicle operator operating a vehicle in service. The training for vehicle operators, dispatchers, transportation supervisors and all other front line staff shall include:

- Training on MetroAccess policy and procedures as contained in the MetroAccess Rider Guide. The latest version may be found in Attachment # 7.
- Passenger Assistance Technique (P.A.T.) certification or an equivalent course which shall be approved by CMTA.
- Defensive vehicle operator Training, per National Safety Council (NSC) standards, or an equivalent course approved by CMTA.
- Vehicle breakdown, accident, adverse weather and other emergency procedures including emergency vehicle evacuation.
- Proper response to emergencies used in paratransit, including how to dispose of hazardous waste.

- Operation of vehicles assigned to the Service Provider and all equipment installed in the vehicle or required to be carried in all vehicles pursuant to the requirements of this Contract.
 - Map reading, address mapping and location recognition.
 - Familiarity with how trips are scheduled.
 - Familiarity with the completion of necessary paperwork, paper manifests or run/trip sheets, accident reports, incident reports, etc.
 - Introduction to the Americans with Disabilities Act & the role of paratransit.
 - Sensitivity Training, including, but not limited to, sensitivity towards persons with disabilities, sexual harassment, violence in the workplace, diverse individuals, mental health awareness (NAMI) and strategies for handling compassion fatigue.
 - Passenger service, including dealing with difficult people.
 - Communication and conflict management.
 - English competency (English competency is a requirement for reading, writing and speaking).
 - Familiarity with the various vehicle types in use, capacities, limitations, mechanical/maintenance requirements, lift operation, use of safety equipment.
 - Behind-the-wheel training (BTW) which includes assignments similar to what the Service Provider's vehicle operators shall initially perform when they finish training (not required for dispatch staff).
- 19.3 In order to comply with the contractual requirements and meet the professional service expectations of CMTA, the Service Provider shall ensure that its vehicle operators, dispatchers, and Transportation supervisors receive refresher training at a minimum of every two (2) years. Service Providers shall provide an outline of how they plan to accomplish this refresher training with their submittal.
- 19.4 The Service Providers shall hold a series of regular meetings attended by all staff which shall cover issues related to safety, customer service, and other operational issues. Providers shall provide a description of how they plan to accomplish this requirement - with their submittal.
- 19.5 Annually vehicle operators should receive a minimum of 24 hours of training through either monthly meetings (i.e. safety meetings or refresher classes).

20. DRUG & ALCOHOL POLICY

20.1 Drug and Alcohol Program

- 20.1.1 Service Provider agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with 49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29 and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the State of Texas or the CMTA Transportation Authority, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29 and review the testing process.
- 20.1.2 Service Provider Drug and Alcohol policy must include zero tolerance for positive results. Employees with a confirmed positive drug or alcohol test may not be used to perform work under this contract
- 20.1.3 The Service Provider agrees further to certify annually its compliance with Part 655 before March 1st and to submit the Management Information System (MIS) reports before February 10th to CMTA.
- 20.1.4 To certify compliance, the Service Provider shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.
- 20.1.5 The Service Provider agrees further to submit for review and approval before notice to proceed (NTP) a copy of its Policy Statement developed to implement its drug and alcohol testing program.

- 20.1.6 In addition, the Service Provider agrees to consult with CMTA at the initiation of the contract and in the event of a service agent change related to the selection of a certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium.
- 20.1.7 The Service Provider is responsible for the costs of establishing and maintaining (including costs of defending related claims and actions) the required drug and alcohol prevention program under this Contract. Such costs shall be included as part of this Contract.

21. SERVICE ADMINISTRATION & REPORTING

21.1 Data Collection, Reports and Surveys

- 21.1.1 The Service Providers shall be responsible for collecting and updating service data information in the software applications supplied by CMTA. The required reports shall be determined in cooperation with CMTA. As the Authority's requirements for data changes from time to time, Service Provider will assist CMTA in implementing revised data collection procedures and methods as established through new technology. CMTA retains the right to add or delete any report in which it is needed to help maintain the reliability of the fleet and the efficiency and quality of the services provided by The Service Provider.
- 21.1.2 The Service Providers will be responsible for accurate and timely completion of any requested forms at given time intervals. All data collected and/or reports must be prepared legibly and be typed or developed using an MS Word or Excel (version 2010 or later) format and will be submitted electronically unless otherwise requested by the Authority.
- 21.1.3 Reports and their source documentation (computer files, vehicle operator logs, etc.) shall be retained by the Service Providers throughout the term of this Contract and for a period of six (6) years after the end date of this Contract.
- 21.1.4 The quality of operational reports relies on accurate trip information in the Trapeze PASS software system. It is the responsibility of the Service Provider to perform manifest reconciliation to ensure the service performed on the street matches the information (odometer counts, pick up times, drop off times, fare collection, number of passengers, addresses, etc.) within the Trapeze dispatching software. Failure to reconcile all missing or incorrect data into Trapeze within two (2) business days after the conclusion of each month will result in a \$250 disincentive per day.
- 21.1.5 The Service Provider shall submit the following daily reports due no later than 11:59 am on the following business day. Failure to submit the daily reports by the time and day due, will result in a disincentive of \$50 per calendar day:
- Previous day's on-time performance percentage.
 - Previous day's road calls with details about the complaint, cause, and repair.
 - Number of late & missed pullouts from the previous service day.
 - Number of late & missed trips from the previous service day.
 - Status of unresolved customer complaints that are 3 weekdays old or older.
- 21.1.6 The Service Provider shall submit the following monthly reports due no later than the tenth, (10th) business day of the following month. Failure to submit the monthly reports by the time and day due will result in a disincentive of \$100 per calendar day:
- The daily reports listed in the previous section shall be aggregated on a weekly, Monthly and year-to-date basis and a report provided to CMTA.
 - NTD monthly report detailing the prior month and year to date data collected for the NTD report.
 - Logs and rates of passenger/vehicle accidents and incidents related to the contract.
 - Number of down vehicles by day including the number of days each vehicle has been down.

- Written update of current employees, by number and by function (i.e., operators, mechanics, dispatchers, supervisors, etc.) working under this Agreement. Specifically identify all new employees and their positions.
- Monthly summary of PMIs and mileage intervals.
- Number of PMI overdue and amount of mileage overdue.
- Monthly summary of fuel deliveries, reconciled with fuel dispensed.

21.2 Monthly Invoicing Report

21.2.1 Service Provider shall bill CMTA monthly after the end of the prior month. The Service Provider shall have until the close of business on the tenth (10th) business day of the month to get the prior month's invoice submitted.

21.3 National Transit Database Requirements

21.3.1 The Service Provider shall collect data, keep records, and provide reports including, but not limited to, forms A-30, F-30, R-20, and S-10 (including independent audit) sufficient to enable the Authority to meet its Federal Transportation Administration NTD reporting requirements. Such reports shall be due no later than November 30th of each year and will encompass data from the previous fiscal year.

21.3.2 The Service Provider is responsible for obtaining all pertinent FTA NTD regulations and procedures (FTA Circular C2710.1A) to ensure that all required information is collected and reported in a timely fashion.

21.3.3 On a monthly basis, Service Provider will provide a report detailing the prior month and year to date data collected for the NTD report. This report is due on or before the tenth (10th) calendar day of the following month.

21.3.4 The Service Provider must obtain an independent (3rd party) audit of annual NTD operation statistics (currently included in the S-10 form) at the Service Provider's expense. Audits must comply with federally mandated audit procedures (current details available on the NTD Program website <http://www.ntdprogram.gov>).

21.3.5 Timelines for annual NTD report submissions shall be subject to CMTA's filing requirement. Unless otherwise notified, all NTD reporting indicated by CMTA must be received on or before November 30th for the prior fiscal year (ending September 30th). Failure to submit complete and accurate NTD reporting by the required timeline will result in a total disincentive of \$500 per calendar day. Reports not received on or before December 15th will result in a total disincentive of \$2,000 per calendar day. CMTA may, at its discretion, waive disincentives for extenuating circumstances.

21.4 Marketing and Public Relations

21.4.1 CMTA shall furnish all schedules, maps, and other printed materials required for marketing the service.

21.4.2 Service Provider shall distribute CMTA passenger notices, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and projects undertaken by CMTA from time to time.

21.4.3 The Service Provider will be responsible for displaying or making available CMTA provided materials. The Service Provider may also be responsible for ensuring at least one CMTA provided Braille document is on board the vehicle when directed by CMTA.

21.4.4 The Service Provider may be required to represent itself as a CMTA or MetroAccess service provider in its email signatures, business cards, non-revenue vehicles, uniforms and any other correspondence or communication to the public regarding services provided under this contract. Any use of the CMTA or MetroAccess logos or names must be approved in advance by CMTA.

21.4.5 CMTA shall be the exclusive public media spokesperson in connection with transportation service. Under no circumstances shall Service Provider or its employees be permitted to distribute any unauthorized printed or written materials pertaining to CMTA or other affiliates without permission from the CMTA Contract Performance Manager. See Attachment # 12 CMTA Media Relations Policy.

21.4.6 Public Information Requests: Capital Metro has a right of access to certain information created, collected, assembled or maintained under the terms of this contract. The Service Provider shall be required to provide such information, including but not limited to, video recording and/or other media and information to CMTA in accordance with the Public Information Act (the "Act"), Texas Government Code, Chapter 552, by the required deadline. The Service Provider shall notify Capital Metro prior to the required deadline if they wish to assert that the requested information is not subject to disclosure under the terms of the contract and the Public Information Act. Failure to provide the information releasable under the Act by the due date shall result in a \$250.00 disincentive for each day beyond the due date.

21.5 Continuity of Services

21.5.1 Service Provider recognizes that the services under this contract are vital to CMTA and must be continued without interruption and that upon contract expiration, a successor, either CMTA or another Service Provider, may continue them. Service Provider agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

21.5.2 Should employees being transferred be required to undergo training, Service Provider shall work with the successor as to agreeable dates/times employees may be allowed to attend training session(s).

21.6 Improvements to Scope

21.6.1 It is CMTA's desire to provide the most efficient and cost effective service without compromising service quality.

21.6.2 If there are requirements that are included in the Scope of Service that could be modified to reduce cost or improve quality, please identify those areas on a separate attachment, cross-referencing Exhibit A-1 along with potential savings.

21.6.3 CMTA has high standards and the Service Provider must support those standards.

21.7 Failure to Comply

21.7.1 If any services performed hereunder or equipment provided hereunder are not in conformity with the requirements of this Contract, CMTA shall have the right to require the Service Provider to immediately take all necessary steps to ensure future performance of the services in conformity with the requirements of the Contract and reduce the Contract price to reflect the reduced value of the actual scheduled vehicle hours performed. In the event the Service Provider fails promptly to take necessary steps to ensure that future performance of the services is in conformity with the requirements of the Contract, CMTA shall have the right to terminate this Contract for default.

21.8 EMS environmental objectives and targets

21.8.1 CMTA is committed to the protection of our environment, and the continual improvement of environmental practices. This is a management responsibility as well as the responsibility of every employee of CMTA and all contracted service providers. As such, the Service Provider shall adhere to CMTA's commitment to environmental law requirements and innovative green business practices through the implementation of environmentally responsible initiatives consistent with the Federal Transit Administration (FTA) sponsored and supported Environmental Management System. These best practices procedures include, but are not limited to, adhering to the EMS environmental objectives and targets that are measurable, meaningful and understandable; operating facilities and conducting

business taking into consideration the efficient use of energy and materials which minimizes environmental impacts to our community while also ensuring fiscal responsibility; conducting employee training and awareness of environmental concerns, actions and responsibilities; and implementing resource reduction, recycling, and reuse practices, and handling and disposing of all hazardous waste through safe and responsible methods. All aspects of operations must be consistent with all laws, regulations, policies, programs and practices, while consistently delivering efficient, quality service. The new Service Provider shall continuously improve environmental practices with the goal of meeting or exceeding all environmental initiatives. See Attachment #13 – “Contractor/Supplier Environmental Guidelines”.

22. TECHNOLOGY

22.1 Technology Responsibilities

22.1.1 CMTA relies on technology throughout the Authority and with its Service Providers to ensure a quality transportation system. The technology elements listed within this section represent the current requirements of this contract, but are subject to change as new technologies are embraced by CMTA. The Service Providers will be required to participate with any future technology testing that may be required by CMTA. Additionally, CMTA will provide the following technology for use by the contractor: TrapezePass, Trapeze PassMon, LCRA radios, CMCS (or similar) complaint management software, Incident Management software for logging in-service delays and issues. See Attachment #14 for interface requirements.

22.2 Computer System

22.2.1 The Service Provider shall comply with Capital Metro direction on all procedures for transferring, entering and managing data required to operate the service.

22.2.1 Capital Metro shall provide real-time data backup and storage of customer and operations data native to Trapeze scheduling software which is necessary to provide service. The Service Providers are responsible to back up their own system's company data.

22.2.2 The service provider will be responsible for providing their employees with desktop or laptop computers and telephones (and associated peripherals), any corporate-use software outside of CMTA-provided Trapeze or ITS software, network infrastructure, data backup and storage of data not produced by CMTA (i.e. payroll records, etc.), individual user email accounts and distribution lists, and any ITS equipment desired for non-revenue vehicles. The service provider shall be responsible for technical support for the equipment and services they obtain and shall provide troubleshooting for CMTA-provided equipment or software which requires technical assistance from CMTA's IT department or its technology vendors.

22.2.3 Software distributed by CMTA and the CMTA Control Center under this Contract shall be for the exclusive use of this Contract. The Service Providers shall protect the software from unlawful copying, duplication and theft.

22.3 Radio Communications System

22.3.1 The Service Providers must ensure that radio communications are operational for all vehicle operators in revenue service, all Transportation supervisors on duty, and for the Service Provider's Dispatch.

22.3.2 CMTA will provide voice communication equipment for all revenue vehicles. CMTA will provide seven (7) voice communication devices for use by operations staff. Replacement batteries, clips, microphones, receivers and other ancillary equipment shall be the responsibility of Service Provider. Service Provider shall replace any equipment lost, stolen or damaged beyond repair at the market price. LCRA will perform all repairs at the Service Provider's expense. CMTA will provide air time for the voice communication system.

22.4 Customer Service Software

22.4.1 The Service Provider is required to use the CMTA provided customer service software to manage all customer complaints, comments, or commendations.

22.5 Trapeze Dispatching Software (Trapeze PASS)

22.5.1 Service Provider is required to use CMTA provided Trapeze software to perform trip edit function to reconcile manifest data with actual data. Service Provider is required to use CMTA provided software to print manifests, assign vehicle operators, monitor on-time performance, review vehicle operator routing concerns, monitor vehicles leaving the lot late, and vehicles not returning to the lot promptly.

22.6 On-board Vehicle Surveillance Video Camera and Recordings

22.6.1 All revenue vehicles must be equipped with surveillance video equipment with continuous recording that at minimum provides a front and rear view.

22.6.2 Video recordings will be made available to CMTA upon request and the equipment shall maintain storage of recording for a minimum of forty (40) hours.

23 VEHICLES

23.1 Vehicle Composition

23.1.2 A minimum of forty three (43) revenue vehicles are required for this work at startup. The contractor shall be responsible for providing any additional revenue vehicles needed as spares. Spare revenue vehicles would allow for one or more of the revenue vehicles to be out of service for a maintenance routine, accident, or any other activity or condition that would not allow a revenue vehicle to be placed into service. These spare revenue vehicles must be of the same type, color and configuration as the 43 revenue vehicles.

Contractor is to provide pricing to CMTA with this proposal for the cost difference for each vehicle added to the peak vehicle requirement.

23.1.1 The service provider will be required to procure transportation supervisor vehicles as outlined in the "Non-revenue Vehicle Requirements" section below.

23.2 Vehicle Branding

23.2.1 Vehicles procured under this contract shall be decaled (at the cost of the Service Provider) with CMTA approved MetroAccess branding. Decaling of Service Provider vehicles shall mirror decaling found on existing MetroAccess vehicles.

23.2.2 A logo identifying the Service Provider is allowed, but the design must be approved by the Authority. A sample of preferred logo styling may be found in the Vehicle Branding Attachment # 15.

23.3 Non-revenue Vehicle Requirements

23.3.1 Vehicles used in service by Transportation supervisors shall be procured by the Service Provider. The vehicle shall be a small accessible vehicle and must be equipped to safely transport at least 2 passengers or a passenger using a mobility device. The transportation supervisor's vehicles are to be equipped with a full size LED light bar on the roof. Other vehicles used under this contract for general non-revenue use are not required to have the capability to transport wheelchair passengers.

23.3.2 All non-revenue vehicles (NRVs) procured under this contract shall have a white exterior unless a change is approved by the Authority to ensure uniformity of appearance. The NRVs shall be white in color. The vehicle shall be new, within one model year.

- 23.3.3 Vehicles shall be decaled at the cost of the Service Provider with CMTA approved branding as outlined in the Vehicle Branding Attachment # 15. Final branding schemes of the service provider's vehicles must receive final approval from the CMTA Marketing Department.
- 23.3.4 Transportation supervisor vehicles shall not be used for regular revenue service.
- 23.3.5 Contractor will supply all Non-Revenue vehicles for street supervision, vehicle operator relief, maintenance service calls, and other use by contractor's staff.
- 23.3.6 Contractor shall be responsible for all maintenance, fueling, and repairs for these vehicles. The vehicles will be new at the start of contract, white in color, and decaled per CMTA specifications.
- 23.3.7 CMTA does not intend to maintain ownership of these non-revenue vehicles procured by the Service Provider at the end of the contract. Upon termination of the contract the Service Provider shall remove all CMTA related branding from any vehicle not being transferred back to CMTA.

23.4 Revenue Vehicles

- 23.4.1 Revenue Vehicle Requirements. The revenue vehicles shall be new, within one (1) model years ,similar to the Dodge Grand Caravan, or Chrysler Town and Country, seven (7) passenger vans of the same make and model. The vehicle can be a model year newer or older, but must be new. The exterior color must be white. These same revenue vehicle specifications are required for the five-year option period.
- 23.4.2 MetroAccess branded revenue vehicles shall only be used for the transportation of eligible riders registered by CMTA, unless specifically directed to do so otherwise by CMTA.
- 23.4.3 Service Providers shall ensure that vehicles used under this contract are stored in an enclosed building or a lighted, fenced and secured parking lot while not in service.
- 23.4.4 Service Providers are required to ensure vehicle am/fm radios are disconnected on all revenue vehicles used for MetroAccess revenue service.
- 23.4.5 All revenue vehicles procured under this contract shall have a white exterior color.
- 23.4.6 Maintenance and operational standards for these vehicles shall be consistent with the requirements outlined below.

24. VEHICLE MAINTENANCE

- 24.1 Contractor shall be responsible for all maintenance and repair of revenue and non-revenue vehicles, and shall maintain records for same. Maintenance shall be performed to original equipment manufacturer (OEM) standards and/or CMTA's written instructions or specifications. Where a manufacturer identifies maintenance intervals specific for "severe service", that "severe service" is to be used. OEM or **equivalent** parts will be used.

24.2 Maintenance Program

- 24.2.1 The Contractor shall provide a description of the maintenance program that is intended to be used for their fleet with their proposal. This plan shall include, at a minimum, the contractor's plan for preventive maintenance, mechanic training, shop safety, engine and transmission rebuilding, corrective repairs, warranty administration and body repairs for specific fleet of vehicles.
- 24.2.2 Contractor is responsible for all preventive maintenance, major repair, minor repairs, running repairs, body work of any type, electronics systems, servicing, road calls, corrective repairs, and daily and detailed cleaning necessary to keep their vehicles in a safe, reliable and well-maintained condition, assuring that all on-board systems are fully functional and operational. Contractor shall either perform all or part of the work using contractor's personnel, and/or shall utilize subcontractor(s) to perform all or part of the work. In either

case, the contractor is responsible for assuring that the work is performed by qualified personnel.

24.2.3 Contractor shall provide onsite refueling capability for the revenue fleet. Capital Metro will provide for a fuel supplier and pay for fuel delivered for revenue vehicles. Contractor is responsible for fuel ordering, receiving, dispensing and reconciling. Contractor is responsible for all necessary permits, site preparation, fuel storage, and dispensing equipment.

24.2.4 If the contractor is unable to receive the Authority provided fuel as stated in Exhibit F, Section 10.1.1 due to contractor delayed startup, maintenance issues or other fault of the contractor, the contractor may purchase fuel in the interim fuel via fuel cards and request reimbursement for fuel from the Authority. The reimbursement shall only be based on Capital Metro's prevailing fuel cost per gallon. The contractor fuel purchases are to be reconciled weekly with the weekly fuel card report and submitted to the Authority for review.

24.2.5 Contractor shall document all fueling activity and supply timely reports that properly represent all fuel dispensed.

24.3 Scheduled Maintenance

24.3.1 The contractor shall schedule maintenance activities to assure a sufficient supply of safe, reliable, and clean revenue vehicle for service every day. The following are vehicle maintenance activities that are expected to be performed on a scheduled basis. The schedule of maintenance tasks is to be a component of the Maintenance Program supplied to CMTA by the Contractor. Examples of scheduled maintenance tasks are:

- PM inspections
- Engine fluid changes
- Transmission fluid changes
- Fire extinguisher inspection
- Texas State inspection
- Electronics (camera system) inspection

24.3.2 In the schedule of maintenance tasks, the Contractor shall state the mileage or time interval for each major task; e.g. PM Inspection at 3,000 miles or 60 calendar days.

24.3.3 Revenue vehicles shall not be operated in service if they are past due for a PM Inspection, or any safety related task.

24.4 Individual Vehicle Record File – CMTA-branded Vehicles

24.4.1 The service provider shall keep individual vehicle record files that will be made available during the Contract period to CMTA personnel who shall have immediate and unrestricted access to all vehicles and all maintenance records. A vehicle record file shall be maintained for each vehicle that is operated by the Service Provider for this service using a reliable maintenance software or record system.

24.5 Vehicle operator Pre-Trip Inspections

24.5.1 The Service Providers shall propose a protocol for its vehicle operators to be able to determine from the pre-trip inspection any vehicles with serious defects, which would take the vehicle out of service.

24.5.2 All safety and emergency equipment in each vehicle shall be maintained to meet applicable local, state and federal standards.

24.5.3 The Service Providers shall also ensure that all vehicle operator complaints and/or reported vehicle defects are addressed prior to the next time that the vehicle is dispatched into revenue service.

24.5.4 The Pre-Trip inspection shall include a thorough review of and ensure the functionality, sufficiency, and roadworthiness of the following items:

- Directional signals and flashers
- Headlights
- Brake lights and tail lights
- Windshield wipers/washers
- Interior lights
- Horn
- Service and parking brakes
- Door operation
- Fire extinguisher, first aid kit and reflector kit
- Heater/defroster
- Tires
- Mobile Data Device (MDD) and Radio communications
- Video Camera
- Body damage including dents, scrapes, broken lenses or windows
- Interior conditions including seats

24.6 Out of service criteria

24.6.1 The following are examples of conditions that shall cause a vehicle to be taken out of service. CMTA reserves the right to remove any vehicle from service.

- Class 3 oil leak
- Any class of fuel leak
- Class 2 or 3 coolant leak
- Brakes slack, inoperative, weak, slow
- Exhaust smoke
- Inoperative horn
- Inoperative turn signal lights
- Inoperative brake lights
- Inoperative headlight
- HVAC not capable of attaining interior temperature to 72 degrees cooling, or 68 degrees heating
- Inoperative wheelchair restraints (if wheelchair accessible)
- Inoperative door latches and locks
- Tire low air pressure (10+ psi)
- Tire tread under 4/32" for front tires, and 2/32" for rear tires
- Vehicle operator's seat unable to maintain position (height or slide)
- Vehicle operator's seat belt inoperative
- Cracked windshield glass in the vehicle operator's field of vision
- Cracked passenger window glass
- Transmission slipping, or not shifting
- Engine lack of power
- Engine no start
- Engine shuts down
- Defroster inoperative
- Entrance or exit doors inoperative
- Major body damage
- Body fluid discharge on interior of vehicle
- Inoperable windshield wipers
- Outside mirrors that become loose and unusable
- Inoperable wheelchair lift or ramp (if equipped) – lift or ramp can be used to exit a passenger, however no passenger is to be loaded using a lift in "manual"
- Exhaust / fuel fumes or smoke in vehicle
- Power steering system failure
- Loose or restricted steering
- Loss of suspension
- Graffiti

24.6.2 Contractor shall ensure that all vehicles in revenue service do not have any out-of-service criteria items. Should an out of service criteria item occur while the vehicle is in revenue service, Contractor shall arrange for a change out of the failed vehicle. The vehicle shall be changed out within no more than one hour from the time the failure was reported. Failure to change out the vehicle within one hour will result in a disincentive of \$100 per incident, per hour. If the vehicle must be towed, the assessment will occur after a two hour period.

24.6.3 No revenue vehicle shall be placed into revenue service with an open road call work order.

24.7 Vehicle Cleanliness & Daily Service

24.7.1 The Service Provider shall ensure that all vehicles are serviced daily as described below before being placed into service:

24.7.2 All vehicles must be fueled and serviced daily by the Service Provider; oil, transmission, coolant levels, tires checked daily and windshield washer fluid checked and added if necessary.

24.7.3 The Service Provider will inspect units nightly and complete a check-off list of such inspections. This listing will be provided to CMTA upon request or may be inspected by CMTA at any time.

24.7.4 All vehicle interiors will be cleaned daily. This includes removing trash, sweeping floor, and mopping floor, all glass and windshields cleaned, wipe stanchions and grab rails. The vehicle operator's area will be wiped down, including, but not limited to, dash controls, dashboard and above the vehicle operator area and along the front dashboard.

24.7.5 The Service Providers shall also ensure that the exteriors of all vehicles are washed daily. Less frequent washing may be approved by CMTA in writing during a water shortage. Vehicle rims will be cleaned (hand scrubbed) daily.

24.7.6 The Service Providers shall ensure that, on a monthly basis, the interiors of all vehicles are fully and thoroughly cleaned (with disinfectant) throughout including dashboard, ceilings, walls and all other interior areas and surfaces.

24.7.7 All passenger and vehicle operator seats will be shampooed once every four (4) months within the fleet.

24.7.8 Vehicles will be treated for fleas once every three (3) months.

24.7.9 The Service Providers shall ensure that any vehicle that has been marked with graffiti is removed from service until the graffiti is cleared.

24.7.10 Service Provider inspections will be conducted to ensure that the vehicles are cleaned in accordance with instructions outlined above. A disincentive of \$250 will be assessed for each incident in which the Service Provider fails to clean and service vehicles as required above.

24.8 Preventive Maintenance Inspections (PMI)

24.8.1 The Service Provider shall follow the maintenance schedule as prescribed by the manufacturer for the revenue vehicle and for how it is operated.

24.8.2 The Service Provider shall maintain accurate records of defects found and work performed.

24.8.3 All repairs required from the PM Inspection are to be completed prior to the vehicle being returned to revenue service. Any exceptions must be approved in advance by CMTA and cannot affect safety and reliability. Failure to adhere to this schedule will result in a vehicle being removed from service by CMTA. Such action does not relieve Service Provider's obligation to provide service under the terms of the contract.

24.8.4 Service Provider's Preventative Maintenance program must be approved by CMTA and submitted for approval prior to contract start up. A copy shall be provided with Service Provider's proposal.

24.8.5 If Service Provider's maintenance plan includes using their own mechanics to perform the maintenance tasks, Service Provider shall provide in their Proposal the hiring criteria for such positions.

24.9 Service Calls

24.9.1 The Service Provider shall maintain accurate records of all service calls whether the vehicle is changed-out or repaired upon return. Road calls are defined as anytime that a vehicle cannot continue in service and/or a mechanic is sent to the vehicle or the vehicle is sent to a mechanic; regardless if revenue service was missed or not. A road call will be reported in an approved format as required to CMTA.

24.9.2 Any and all records maintained by The Service Provider during the term of the Contract shall become the property of and be furnished to CMTA at the end of the Contract term.

24.9.3 Once a vehicle in service reports a condition that causes the vehicle to become out of service, the Service Provider is to replace the vehicle within 1 hour, as outlined in the "Out of Service Criteria" section above.

25. MAINTENANCE OVERSIGHT

25.1 During the Contract period, CMTA shall have immediate and unrestricted access to all vehicles and all maintenance records during planned or unannounced visits or inspections of Contractor's facility. This includes total access to any electronic program or system(s), which maintain any records (present or historical) for CMTA-branded assets supplied under the contract.

25.2 CMTA personnel shall have immediate and unrestricted access to all vehicles and all areas of the facilities. CMTA QA may perform inspections and audits on contractor operated vehicles and equipment.

25.3 During the Contract period, CMTA shall have, at its sole discretion, the authority to remove from service, any vehicle that poses a safety, reliability, or appearance issue. Any vehicle removed from service shall remain out of service until repairs are completed to ensure the vehicle is suitable for service. Such action does not relieve Contractor's obligation to provide service under the terms of the contract.

25.4 Contractor shall maintain maintenance records for any maintenance activities requiring more than five (5) minutes. Defects identified are to be addressed prior to the vehicle being returned to revenue service. Vehicle defect cards are to be kept on file by bus number for a 60- day period.

25.5 CMTA may conduct regular in- service audits and inspections of vehicles. The type of inspections and audits that CMTA may do are: PM follow-up inspections, in-service inspections, cleanliness inspections, and random fleet audit inspections during the contract. Contractor is required to make vehicles available for such inspections on suitable lifts or inspection pits. Sample audit inspection forms are provided in Attachment # 16, "MetroAccess Vehicle Condition Form".

25.6 Monthly Inspections

25.6.1 CMTA may schedule routine vehicle inspections with Contractor. CMTA and Contractor will complete all vehicle inspections jointly. CMTA shall coordinate such inspections with Contractor's designated representative. If defective items are found that are not sufficient to cause the vehicle to be out of service, then the vehicle can continue to be used in revenue service

25.6.1.1 All deficiencies will be corrected within seven (7) days of the joint inspection.

25.6.1.2 At the end of the seven (7) day period, CMTA may schedule a follow up joint inspection to ensure that all items identified for repair were corrected.

- 25.6.1.3 If repairs were not completed, CMTA may assess a disincentive in the amount of \$100 per day, per vehicle, until all repairs are made and verified by the CMTA inspector.
- 25.7 For any item that is found defective that causes the vehicle to be placed out of service, the contractor must notify CMTA when repairs are complete and request a re-inspection. Once the re-inspection is completed and it is confirmed that repairs have been made, the vehicle can return to revenue service.