

**AMENDMENT NO. 4 TO AGREEMENT BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND TRANSDEV SERVICES, INC.**

THIS AMENDMENT NO. 4 TO AGREEMENT is made and entered into this 29 day of August 2014, between the City and County of San Francisco, a municipal corporation ("City"), acting through its San Francisco Municipal Transportation Agency ("SFMTA"), and Transdev Services, Inc. ("Contractor").

RECITALS

A. On April 1, 2010, the City entered into an agreement with Contractor to provide paratransit broker services to administer the City's Paratransit Program ("Agreement"), for a term beginning April 1, 2010 and ending June 30, 2015, with an option to extend the Agreement for an additional five years

B. On April 1, 2010, the parties executed Amendment No. 1 to Agreement, in which the Contractor agreed to participate in the SFMTA's deficit reduction program by reducing specified Administrative Expenses under the Agreement by three percent. The Amendment also included various federally required clauses that were inadvertently omitted from the Agreement.

C. On June 1, 2011, the parties executed Amendment No. 2, which amended the Agreement to provide for the City to lease Contractor one accessible hybrid van ("hybrid van") for use in the Paratransit Program, to be used to test the hybrid technology in San Francisco's operating environment.

D. On May 31, 2012, the parties executed Amendment No. 3, which amended the Agreement to provide for the City to lease 26 additional accessible vans for use in the SF Access Program, to remove from the contract a subcontractor that had gone out of business, and to revise the incentive/disincentive plan to make it more reasonably attainable, while remaining consistent with SFMTA's expectations and encouraging the delivery of excellent service.

E. The parties now wish to amend the Agreement to expand Contractor's responsibilities to include the direct provision of the SF Access and Group Van services, including vehicle maintenance services, performed by Contractor's former subcontractor, MV Transportation, who requested to be released from its obligations under the subcontract. These transportation services will now be performed by Contractor's Transit Division. Contractor will continue to provide brokerage services through IntelliRide, the arm of Contractor responsible for the management of paratransit brokerage contracts. Intelliride will newly be charged with overseeing the call center, which is responsible for all reservations, dispatching, and scheduling of paratransit service. Contractor will continue to monitor all provider services, and SFMTA will be expanding its oversight role in monitoring Contractor and its IntelliRide and Transit Divisions.

F. Contractor will be paid for the services of Intelliride and the Transit Division based on actual documented costs, which are delineated in the Budget included in Appendix B, and will include a fixed management fee for these services. This fixed fee includes all general administration (G&A) support for these new services.

G. Appendix A has been modified to add Section IX, a detailed scope of work for all the transportation services previously provided by MV Transportation and revise other Sections

to clarify roles and more accurately reflect SFMTA priorities. The parties also wish to amend the Agreement to correct an error in the amount of the management fee in Section 5.3, to make it consistent with the management fee amount in Appendix B, which includes the actual budgeted fixed fee for each of the five years of the contract. Appendix F is also modified to adjust Incentives and Disincentives due to the changes in the scope of work.

H. The parties wish to further amend the Agreement to provide for the City to lease six additional accessible minivans and 35 accessible vans for use in the SF Paratransit Program. The minivans are intended to replace five City-owned 2008 minivans that have reached the end of their useful life and one expansion vehicle to serve as the SF Paratransit field monitoring van. The 35 vans are intended to replace 35 vehicles purchased in 2008 and 2009, which have reached the end of their useful life.

I. On or about August 18, 2014, Veolia Transportation Services, Inc. changed its name to Transdev Services, Inc. The Contract is also being amended to incorporate this change.

IT IS MUTUALLY AGREED that all other terms and conditions of Agreement shall remain in full force and effect and that Agreement is amended to read as follows:

1. The Definitions section of Agreement is amended by amending the following definitions:

Broker; Paratransit Broker. Contractor, through IntelliRide, the arm of Contractor responsible for the management of paratransit brokerage contracts.

Contractor. Transdev Services, Inc., also doing business under this Agreement as San Francisco (SF) Paratransit. Any reference in the Agreement (or its attachments) to "Veolia", "Veolia Transportation Services, Inc." or "VTS" is a reference to the prior name of the Contractor and shall be changed to "Transdev Services, Inc." or "Transdev," as appropriate to the context.

2. The Definitions section of Agreement is amended by adding the following definition:

Transit Division. The division of Contractor directly responsible for providing transportation services for Customers.

3. Section 5.3. (Management Fee) is amended to read as follows:

Broker shall be paid a Management Fee of \$1,318,936 under this Agreement (as set forth in Appendix B), pursuant to Broker's Proposal, provided that (a) Broker is not in default under this Agreement, or (b) an event has not occurred that, with the giving or notice or the passage of time, would constitute a default.

4. A new Section 63.1.5 (2014 Vehicle Purchase) is added to Agreement to read as follows:

63.1.5. 2014 Vehicle Purchase. Through the Caltrans-approved CalAct/Morongo Basin Transit Authority (MBTA) Purchasing Cooperative, City purchased from A-Z Bus Sales, Inc. six accessible minivans and 35 Type B paratransit vans. Five minivans will replace the five minivans purchased in 2008, one minivan will serve as the SF Paratransit field monitoring vehicle, and the 35 paratransit vans will replace the 35 vans purchased in 2008 and 2009.

5. *Table 1 (Subleases of City-Owned Vehicles) of Agreement is amended to read as follows:*

Table 1: Subleases of City-Owned Vehicles

Vehicle Year	# of Vehicles	Vendor	Vehicle Type	Sublease Term
2006	20	El Dorado	Type II van	September 2006 - September 2011
2008	6	El Dorado	Type II van	August 2008 - August 2013
2008	5	El Dorado	Minivan	October 2008 - November 2012
2008	14	Bus West	Type II van	December 2008 - December 2013
2008	10	Bus West	Type II van	March 2009 - February 2014
2009	5	Bus West	Type III van	March 2009 - February 2014
2011	1	El Dorado	Type II hybrid van	July 2011 – July 2016
2012	26	Bus West	Type B van	June 2012 – June 2017
2014	6	A-Z Bus Sales	Minivan	June 2014 – June 2018
2014	35	A-Z Bus Sales	Type B van	June 2014 – June 2019

6. *A new subsection (e) (2014 Van Purchase) is added to Section 63.6.1 of Agreement to read as follows:*

(e) 2014 Van Purchase. Lease payments for the five accessible minivans shall be determined by negotiations with the selected van service provider(s), but in no event shall the monthly lease payments for the 2014 minivans for the term of the Lease be less than \$925. Lease payments for the thirty-five (35) Type B vans shall also be determined by negotiations with the selected van service provider(s), but in no event shall the monthly lease payments for the 2014 Type B vans for the term of the Lease be less than \$1,200.



7. *Section 63.6.2 (Procedure) is amended to read as follows:*

During the remainder of the term of this Agreement, if these vans are used by the Transit Division, Contractor shall charge its Lease payments to SFMTA as operating expenses and credit them back to SFMTA on its monthly invoices (see Section 5.2 of Agreement). This shall commence with the first regular invoice from Contractor to City after 30 days of vehicle service under this Amendment, and shall continue through the remaining term

of this Agreement. Subsequent to this Agreement, any remaining lease payments due for these vehicles will be carried forward to the new paratransit agreement.

8. *Appendix A of the Agreement is amended by amending Sections VI and VIII and adding a new Section IX and Attachments IX-A through IX-D, all of which are attached to this Amendment.*
9. *Appendix B of the Agreement is deleted and replaced with the attached Appendix B.*
10. *Appendix F of this Agreement is deleted and replaced with the attached Appendix F.*
11. *All provisions of the Agreement remain the same unless expressly amended by this Amendment No. 4.*

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 on the day first mentioned above.

<p>CITY</p> <p>San Francisco Municipal Transportation Agency</p>  <p>Edward D. Reiskin Director of Transportation</p>	<p>CONTRACTOR</p>  <p>Ken Westbrook President & COO Transdev Services, Inc. 720 E. Butterfield Road, Suite 300 Lombard, IL 60148-5601</p> <p>City vendor number: 81173</p>
<p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: </p> <p>Robin M. Reitzes Deputy City Attorney</p>	

SECTION VI: FINANCIAL MANAGEMENT

Task Number	Financial Management - Related Activities	Tasks
1	Control budgeted resources so that they will meet the demands of the Contract.	<ul style="list-style-type: none"> a. For Group Van: <ul style="list-style-type: none"> i. Ensure that Group Van Providers are formally notified of annual budgetary levels, unit cost per trip, monthly target expenditures, monthly trip level targets, appropriate invoice procedures, appropriate invoice procedures, and financial penalties; ii. Inform each Group Van Provider every month of its budget status, including payments received, number of trips, expenditures, and balance; iii. Inform agencies receiving Group Van services each month of the number of trips and trip data reported by the Provider, for verification purposes; iv. Provide Group Van Providers a minimum two-month notice if budget projections indicate that service expenditures are exceeding budgeted levels; v. Maintain billings for Group Van. b. Keep passenger lists updated for SF Access and Group Van Providers on a daily basis via Broker Customer software and verify that no passengers are served that are not ADA-certified. c. Receive, verify, and provide reimbursement to Providers for trips documented, according to provisions of Provider contracts.
2	Ensure fiduciary control of funds collected.	<ul style="list-style-type: none"> a. Maintain procedures to accept and control funds in the form of cash, checks, money orders and credit card transactions. b. Collect fare revenue from Providers. c. Maintain an electronic accounting/tracking program of all Customer accounts. d. Ensure that paratransit transactions are performed with a high level of office security, to include record keeping, staff training, staff responsibility, data generation, reporting procedures, and client access to records. <ul style="list-style-type: none"> i. Maintain physical security of paratransit funds collected, debit card value and passes; ii. maintain standard accounting procedures for handling and verification of daily cash, checks, and money orders; received, and daily verification of debit card value iii. Insure and bond Paratransit Accounts Manager and other employees handling financial transactions. iv. Require all persons picking up paratransit Fare Media to present photo/signature identification

Task Number	Financial Management - Related Activities	Tasks
3.	Prepare monthly invoices of subcontractor and Broker revenue, for submittal to SFMTA.	<ul style="list-style-type: none"> a. Perform fare reconciliation for all Providers. b. Submit invoices to SFMTA each month with all revenues collected for services provided by subcontractors and Broker, the dollar value of all debit card transactions and van tickets sold, trips provided, and year-to-date total in all categories. c. Submit all revenues collected monthly to SFMTA Finance.
4.	Prepare monthly invoices of Broker expenses for submittal to SFMTA.	<ul style="list-style-type: none"> a. Review all Provider invoices for accuracy b. Submit invoice to SMTA each month detailing expenditures per Mode, and all Broker transportation and administrative expenses, including Department of Aging and Adult Services transportation and administrative costs.
5.	Manage and document all transactions related to Fare Media and billing for Group Van, SF Access and Taxi, Inter-county and Shopping Shuttle services.	<ul style="list-style-type: none"> a. Disburse, collect and maintain fiduciary control over Fare Media. b. Broker shall not charge any Customer amounts for Fare Media in excess of the amounts approved by SFMTA. c. Manage and document all Customer information and transactions conducted as part of the PDCS. d. Manage and document payments made and received in accordance with regional Inter-County Paratransit Service agreements.
6	Disburse and Monitor Ramped Taxi Driver Incentives	<ul style="list-style-type: none"> a. As directed by SFMTA staff, disburse and monitor monthly Ramped Taxi driver incentive payments to Taxi companies, which will in turn disburse the funds to their drivers.
7.	Fund a Paratransit Drivers of the Year Program	<ul style="list-style-type: none"> a. Award amount as specified by SFMTA for one driver from each of the van and Taxi Paratransit Service Providers, as well as two overall awards for a van driver and a Taxi driver of the year, as nominated by Customers. At least 15 drivers shall receive awards each year. b. Fund all costs associated with the annual Jewel McGinnis luncheon, an event to honor the volunteers who have contributed to the success of the paratransit program c. Fund all costs associated with the PCC Annual Meeting, which recognizes the work of select van and taxi drivers

SECTION XIII: SERVICE

Task Number	Service-Related Activities	Tasks
1.	<p>Select all van (SF Access, Group Van, Shopping Shuttle) Providers by competitive solicitation.</p> <p>Note: Veolia Transportation Services (VTS) will operate all transportation services formerly performed by MV Transportation, including SF Access, some Group Van services (including DAAS), and Shopping Shuttle, starting September 1, 2014.</p>	<ul style="list-style-type: none"> a. Extend current Group Van contracts for a period of no more than nine months from March 31, 2010. b. Procure through a competitive bidding process not less than two Group Van Providers and one SF Access Provider with SFMTA funding and not less than three Group Van Providers under the program funded by the Department of Aging and Adult Services. c. Ensure that all procurement processes meet FTA guidelines for federally funded contracts. d. Review draft Provider deliverables, minimum qualifications, and driver and vehicle standards with SFMTA prior to initiating contractor negotiations. e. Ensure that selected Providers retain competitive unit costs per trip, while meeting service quality-related criteria. f. In the bidding process, encourage prospective Providers to provide employee incentive plans, bonuses, awards, dental coverage, and other benefits.. g. Ensure as part of contract negotiations with Providers that limits on unit cost increases will be set by pegging increases to the Cost of Living Index for the Bay Area Statistical Metropolitan Area as determined by the U.S. Department of Labor and that all cost-of-living adjustments received by subcontractors shall be passed on to all SFMTA-funded paratransit drivers with at least a proportional wage adjustment. h. Set up bidding process to take into account that provision of Section 5310 vehicles to Providers should result in lower costs per trip. i. Selection process must include an opportunity for protests of the contract award to be directed to the SFMTA's Executive Director/CEO or his or her designee.
2	<p>Ensure that subcontractors comply with the City's Minimum Compensation Ordinance.</p>	<ul style="list-style-type: none"> a. See Section 44 of Agreement.
3	<p>Ensure that van Providers afford health insurance to their employees.</p>	<ul style="list-style-type: none"> a. Ensure that all van subcontractors provide full medical coverage to all SFMTA-funded paratransit drivers, or that documented equivalent medical services are being provided through other arrangements.
4	<p>Ensure through bidding process that van Providers have minimum hardware and software capabilities and functional capacity to link to Broker-provided routing and scheduling software and Veolia Vision.</p>	<ul style="list-style-type: none"> a. Include detailed IT specification and staff training requirements in bidding documents for selection of van Providers.
5	<p>Enter into contracts with Taxi company subcontractors.</p>	<ul style="list-style-type: none"> a. Screen for compliance with minimum requirements for Program participation, including capacity to participate in the PDCS program.

6	Maintain a comprehensive service quality monitoring program.	<ul style="list-style-type: none"> a. Monitor subcontracts through review of reports, data, and information obtained directly from Customers, Providers, and agencies for all subcontractors on a monthly basis for: <ul style="list-style-type: none"> i. trip documentation and verification; ii. month-to-month budget review; iii. on-time reliability rating; iv. telephone response time; v. no-show and trip cancellation percentage; vi. complaints/compliments; vii. passenger trip logs; viii. field monitoring for driver performance, safety, and courtesy. b. Conduct telephone surveys monthly or quarterly (at least 12 annually) of Taxi, SF Access Customers, randomly selected. c. Oversee the Secret Rider program (see Section II: Customer Service). d. Coordinate with other City departments such as the Mayor's Office of Disabilities, and the Department of Aging And Adult Services to get feedback on paratransit Customer concerns and develop a strategic plan to seek resolution of these issues. e. Conduct "unannounced" monitoring of all modes of service for on-time reliability, in response to complaints or to poor performance indicators on reliability reports. Field monitoring activities shall include: <ul style="list-style-type: none"> i. monitoring contractor performance in the field; ii. conducting driver and vehicle inspections, site visits and other monitoring activities; iii. preparing reports used to measure contract and regulatory compliance; iv. Taxi Service Monitor will ensure proper inventory tracking of SFMTA-owned ITE and investigate trip/transaction irregularities. f. Use Veolia Vision software to monitor the SF Access and Group Van services for late pull-outs, slack time, driver breaks and on-time performance and to predict and displays potential problems so that dispatchers can take steps to proactively correct them (see also Section III: Information Technology). The priority shall be SF Access service, and Group Van shall be a second priority. g. Encourage contracted Providers to participate in consumer advisory group meetings. h. Utilize results of monitoring procedures, surveys, and feedback from workgroups to develop and implement action plans to address service quality issues. i. Implement a problem-solving component to the monitoring program and designate a point person to develop long-term solutions to service quality issues as they arise and ensure that problem-solving measures are implemented within agreed-upon milestones.
7	Provide customer service	<ul style="list-style-type: none"> a. Implement and maintain a procedure to accept written and verbal

	<p>representatives in the service quality monitoring program to provide telephone and in-person processing of Customer complaints and commendations.</p>	<p>complaints; require Providers to provide a formal written response to each complaint, to include, as appropriate, a time-limited plan of correction; undertake follow-up punitive or problem-solving actions to each complaint; and provide a written response to all complainants within 14 days.</p> <p>b. Provide training to staff to ensure polite processing of complaints and implementation of effective resolution measures.</p> <p>c. Ensure that all Customers have a copy of the Paratransit Rider's Guide.</p>
<p>8</p>	<p>Monitor and enforce procedures to ensure Providers' contract compliance.</p> <p>Starting September 1, 2014, as VTS begins its role as a transportation provider, the Paratransit Broker staff shall continue to monitor the , with SFMTA providing additional oversight. Broker staff shall work independently from VTS staff.</p>	<p>a. Enforce performance standards and incentive programs as detailed in Provider agreements with Group Van and Taxi Providers (with a team approach to include drivers, dispatch, and schedulers) to ensure paratransit service reliability.</p> <p>b. Monitor contract provisions with regards to safety, driver training, driver courtesy, drug testing, worker's compensation, vehicle maintenance through field observations, and accident reporting.</p> <p>c. Work with Providers to enforce Customer rules to control the level of no-show trips in SF Access and Group Van contracts.</p> <p>d. Ensure that Providers conduct daily trip check-in electronically through Broker customer management software.</p> <p>e. Ensure contract compliance, through systematic monitoring and unannounced on-site visits, and require Providers to maintain the following:</p> <ul style="list-style-type: none"> i. DMV printouts (pull notices), Live Scan documentation, CPR and First Aid training certifications of all paratransit drivers; ii. Adherence to Standard Operation Procedures detailed in the Driver Training Protocols; iii. Compliance with required vehicle replacement schedules; iv. Update Vehicle fleet inventory reports, annually and within 48 hours of any fleet changes; v. Perform and maintain vehicle maintenance and pre-trip inspection reports and produce such on request; vi. Timely reporting of incident/accident reports involving paratransit riders; vii. Demonstrate required insurance coverage and maintain Certification of Insurance, annually and upon renewal; viii. Maintain and provide driver trips sheets for Group Van service; ix. Through contracts, meet required driver training recertifications as required for Defensive Driving, PAT/Sensitivity, First Aid/CPR and any other required trainings every two years or as required to maintain certifications; x. Maintain daily checklist for drivers includes seatbelts, wheelchair loading and securement devices, grab rails and stanchions; xi. As needed meetings conducted with social service agencies receiving paratransit service; xii. Participation by Providers in the FTA-mandated drug- and alcohol-testing program;

		<p>xiii. An annual sensitivity training for Provider office staff.</p> <p>f. Conduct quarterly un-announced on-the-street monitoring of Group Van and SF Access services and document with written reports.</p> <p>g. Conduct an annual review of paratransit driver sensitivity training classes for appropriateness.</p> <p>h. Conduct on-site vehicle inspections; semi-annually for City-owned vehicles.</p> <p>i. In course of field monitoring Broker staff shall perform visual inspections of overall condition of other non City-owned provider vehicles, such as lift, safety equipment etc. and compliance with contract standards.</p>
9	Develop a method to coordinate with van and Taxi Providers to monitor and enforce Customer conditional eligibility.	<p>a. Educate certified riders to understand their conditional eligibility status and establish a method for periodically reviewing a rider's use of service to verify that the rider's trip patterns reflect the rider's conditional eligibility status.</p> <p>b. Develop a protocol for enforcement of conditional eligibility for van, and taxi services.</p> <p>c. Disseminate consumer education of conditional eligibility policies.</p>
10	Implement measures to promote the use of shared rides among Taxi users.	<p>a. Working with the PCC and its subcommittees, initiate a marketing campaign through posters and other methods which would promote the benefits of Taxi ride sharing.</p>
11	Monitor and verify Taxi use.	<p>a. Actively monitor debit card transactions utilizing reporting tools for the purpose of minimizing the risk of fraudulent or unauthorized use of debit cards.</p> <p>b. Analyze trip patterns and follow up with Customer or Taxi company management as necessary to prevent wait trips, trips that have a meter rate that does not correspond with the actual mileage, time on the vehicle, and other potentially fraudulent trips.</p> <p>c. Enforce procedures to control against fraud and misuse of Taxi service.</p>
12	Implement a program to facilitate consistent communication and follow through between Providers and social service agencies to ensure efficient delivery of services.	<p>a. Implement Group Van memoranda of understanding with agencies receiving Group Van service which document the responsibilities of Providers, agencies receiving service and Broker staff.</p> <p>b. Maintain procedures to follow-through on service quality complaints arising from agencies, including coordinating problem-solving meetings and reporting follow-through actions implemented by Broker or Providers to complainants.</p> <p>c. Monitor procedures for Group Van trip data collection, verification, review, and reconciliation with agency.</p> <p>d. Identify systemic service level problems and establish new procedures to address these problems.</p>
13	Coordinate and monitor activities among Providers, including dissemination of Operations Manual.	<p>a. Encourage service providers to share information regarding the availability of driver-training sessions to promote shared participation and cost savings.</p> <p>b. Participate in review of 5310 grant applications as requested by PCC Grant Review Committee, and encourage coordination of 5310 vehicles among paratransit Providers and within the</p>

		<p>paratransit program.</p> <ul style="list-style-type: none"> c. Encourage leasing of social service agency vehicles to Providers through facilitation of negotiations between parties and encourage the execution of vehicle lease agreements. d. Encourage van Providers to cooperatively provide emergency back-up services for other Providers. e. Through SF Paratransit's Emergency Planning process, require SF Access Provider to provide emergency back-up service to Muni fixed route services, Police, and Fire Departments. f. Through SF Paratransit's Emergency Planning process, require all Providers to implement the Paratransit Emergency Plan procedures as stipulated in the Operations Manual. g. Through SF Paratransit service contracting and resultant MOU's, require Group Van drivers to receive on-site agency orientation for special needs populations. h. Encourage smaller providers to coordinate programs such as driver training, back-up service, and emergency preparedness planning. i. Through the SF Paratransit contracting process, require Contractors to have provisions in place to provide for back up services for themselves when demand exceeds capacity or when unforeseen circumstances tax existing resources.
14	Ensure compliance of van subcontractors with federal drug- and alcohol-testing requirements.	<ul style="list-style-type: none"> a. Confirm and monitor implementation of federally approved drug testing program by distributing FTA drug testing regulations to all Providers, and requiring evidence of Provider compliance with FTA drug testing regulations, (i.e. including a copy of drug and alcohol policy, copies of contracts with testing labs, copies of annual reports, proof of management and employee training, etc.). b. Coordinate program monitoring with SFMTA's Substance Abuse Program.
15	Maintain stair-assist program for qualified wheelchair users with a method that contains costs over the long term.	<ul style="list-style-type: none"> a. Ensure that SFMTA-approved screening for eligibility to stair-assist program is conducted at the time of the initial registration. b. Enforce policy which limits the conditions under which a two-person stair assist is provided. c. Be willing to explore alternative, cost-effective stair-assist procedures (i.e. portable stair glides) to make stairs more accessible to wheelchair users.
16	Interface between service Providers for the provision of inter-county paratransit service to meet the needs of both San Francisco and visiting Customers	<ul style="list-style-type: none"> a. Where applicable, maintain agreements with BART and/or AC Transit, Golden Gate Transit, and SamTrans and their paratransit providers (as needed) for trip reporting, cost sharing, and invoicing of inter-county trips. b. Monitor expenditure amounts for inter-county service and report inter-county trip data on a monthly basis. c. Provide inter-county riders with information regarding scheduling, fare payment, trip-making, transfer operations between different providers, identifying transfer points, emergency back-up trip information, and specific service operations procedures. d. Work with Regional Operators to promote coordination between regional and connecting paratransit operators for transfer trips by: <ul style="list-style-type: none"> i. Educating SF service operators on protocols for regional trip

		<p>provision between regional providers including coordination of hours of operations, methods of service delivery, lines of communication, travel procedures, driver/scheduler/ dispatcher training, recording of trip data, emergency back-up plans, etc.;</p> <ul style="list-style-type: none"> ii. Reviewing scheduling protocols of inter-county Providers to allow waiting time, until arrival of transfer pick-up; iii. Explaining typical requirements of pre-trip confirmation by passenger and/or both service Providers for a trip transfer; iv. Explaining requirements of post-trip confirmation between providers that transfer/pick-up was completed; v. Requiring that service providers attend coordination meetings for regional providers as requested; vi. Review potential regional trip coordination changes with the PCC Executive Committee and with service providers as required. <p>e. Monitor inter-county service provided by local SF service providers and assist inter-county customers to resolve problems and issues as they arise.</p>
17	Ensure that training for Taxi drivers includes a comprehensive sensitivity training curriculum.	<ul style="list-style-type: none"> a. Work with the SFMTA Taxi Regulatory Division to maintain and update the established Sensitivity Training Course for Taxi Drivers. b. Work with the SFMTA Taxi Regulatory Division to monitor Taxi company compliance with sensitivity training requirement for all Taxi drivers. c. Work with SFMTA to contract for or provide for Passenger Assistance Techniques (PAT) and sensitivity trainers.
18	Implement the emergency preparedness protocol, as developed in the Operations Manual, to provide emergency transportation in the event of a natural disaster.	<ul style="list-style-type: none"> a. Broker shall serve as the facilitator and point of contact during an emergency for provision of emergency transportation for persons with disabilities during/after a natural disaster and report to the SFMTA Departmental Operations Center (DOC) as necessary. b. Broker shall require of its Providers through the procurement and contracting process the development of an emergency response plan and monitor the implementation of each Provider's emergency response plan to include: <ul style="list-style-type: none"> i. The contact protocol and liaison, by name, for each entity, including key telephone numbers, cellular phones numbers, two-way radio frequencies and locations of: San Francisco's Department of Emergency Management, Police, Fire, Muni Central Control, SFMTA's DOC, Broker's Office and other Providers; ii. Each Provider's resources and location, the chain of command within each agency and the responsibilities of management personnel; iii. In cases where the Broker's IT system is not being fully utilized by a Provider, the Provider shall be required to prepare and submit weekly hard copy print-out of updated Customer list, including address, phone number and mobility aid/disability noted; iv. Where required, contractually dedicated vehicles to emergency evacuation duty; v. Broker shall develop a brochure describing emergency plan for

		<p>inclusion and publication in Riders' Guide;</p> <p>vi. Updates of the Emergency Plan annually and annual table top exercises to test the Plan.</p>
19	Maintain all call center functions for SF Access and Shopping Shuttle to ensure service delivery	<p>a. Submit a proposed staffing plan for the call center, scheduling and dispatch function for SFMTA review and approval. Key positions shall include, but not limited to, the following:</p> <ul style="list-style-type: none"> • Scheduler/planner • Lead dispatcher • Dispatchers • Call center manager • Reservations Agents <p>b. Accept reservations seven days a week, including holidays, between 7am and 6pm.</p> <ul style="list-style-type: none"> • Group Van and DAAS only: agencies are responsible for prescheduling the trips and providing a list of eligible riders. • Standing orders (or subscription trips) shall be made available to riders who travel to/from the same place, at the same time(s) and on the same day(s) of the week for at least 30 days. Under ADA regulations, such trips shall be limited to 50% of all trip reservations by service hour. <p>c. Provide "Where's My Ride" trip information during service hours.</p> <p>d. Ensure that cancellations or changes are made at least two hours prior to the scheduled pick-up time.</p> <ul style="list-style-type: none"> • Group Van and DAAS only: agencies must cancel reservations at least one-half hour before their prior to the start of the group agency run. <p>e. Develop and produce manifests of drivers' routes and ensure that drivers properly perform them.</p> <p>f. Printed manifests shall be provided no less than 60 minutes before the driver's scheduled departure.</p> <p>g. Use Trapeze PASS/COM and Veolia Vision software for reservations, scheduling, dispatching, and verifying client eligibility, as well as providing real time paratransit data/statistics.</p>

SECTION IX: TRANSPORTATION SERVICE PROVIDERS

Task Number	Transportation Service Provider Activities	Tasks
1.	Provide all tasks in ensuring the delivery of service for SF Access, Group Van and Shopping Shuttle.	<ul style="list-style-type: none"> a. Operate 24 hours per day, seven days per year, including all holidays. b. Provide service to mirror Muni fixed route service, including certain portions of northern San Mateo County, Treasure Island, and the Marin Headlands on Sundays and holidays. c. Collect and handle all fares associated with providing such transportation. d. Limit service to those who meet ADA paratransit eligibility criteria, as established under federal regulations and by the Bay Area Partnership Transportation Coordination Committee, or as otherwise specified. <ul style="list-style-type: none"> • Clients for Shop-a-Round, Van Gogh , and Department of Aging and Adult Services (DAAS) service must meet program rules, but do not need to meet ADA requirements.
2.	Provide and maintain facilities and equipment to assist employees in their duties.	<ul style="list-style-type: none"> a. All facilities must be ADA-accessible and have proper ventilation. b. Facilities and equipment must be able to support call center, dispatching, radio communications, vehicle storage, maintenance, and general office functions. c. Have a modern ACD telephone, with a system with sufficient capacity to handle the anticipated volume of calls, tied on a 52" or larger LCD or LED display. d. Secure SFMTA-owned vehicles in a fenced and gated storage area when not in service — the 575 Tunnel Avenue facility is approved by SFMTA; no fencing is required at the 290 Industrial Way shop facility. e. Make facilities and equipment available for inspection by SFMTA or its representative at any time. f. Located facilities within the SFTMA service area unless otherwise agreed to by SFMTA in writing. . SFMTA consents to the use of facilities at 575 Tunnel Avenue and 290 Industrial Way in Brisbane, CA.
3.	Meet vehicle operations and maintenance standards.	<ul style="list-style-type: none"> a. Follow standards listed in Attachment IX-A, Vehicle Operations and Maintenance Standards.
4.	Meet driver training and operations standards.	<ul style="list-style-type: none"> a. Maintain accurate and detailed records of training, retraining, and refresher training as well as all other qualifications in the driver's personnel files, which shall be subject to review by SFMTA or its representative on a quarterly basis. b. Follow standards listed in Attachment IX-B, Driver Standards and Duties.

5.	Provide sufficient personnel to meet the service goals, including providing adequate on-street supervision to monitor service delivery, drivers and vehicles.	<p>a. Submit a proposed staffing plan for SFMTA review and approval. Key positions shall include, but not limited to, the following:</p> <ul style="list-style-type: none"> • General manager • Assistant general manager or operations manager • Maintenance manager • Safety/training manager • Field supervisor(s) • Drivers <p>b. Supply a sufficient number of properly qualified personnel to operate vehicles and required services, including extra board drivers.</p> <p>c. Employ a minimum of one road supervisor per 300 trips provided daily.</p> <p>d. Ensure that minimum staffing levels never fall below the position levels defined in the proposed staffing plan. Maintain employee records and make them available to SFMTA for review and audit.</p>
6.	Monitor performance standards.	<p>a. Develop and implement a quality assurance program that shall include, but not be limited to, regular field observations, trip manifest and dispatch log reviews, complaint mitigation, vehicle/equipment inspections, and records audits.</p>
7.	Maintain and summarize service-related reports	<p>a. See Reporting Requirements, Attachment IX-C.</p>
8.	Ensure that drivers and other personnel meet customer operating standards.	<p>a. See Customer Operating Standards, Attachment IX-D.</p>

ATTACHMENT IX-A

VEHICLE OPERATION AND MAINTENANCE STANDARDS

In the provision of services under this Contract, Contractor shall at all time adhere to the following vehicle standards:

1. **ADA Requirements.** Any lift-equipped vehicle supplied for the provision of ADA trips (ADA Vehicle) shall meet all the applicable requirements of the ADA and the regulations promulgated thereto. All ADA Vehicles shall employ side lifts or ramps; no rear loading/unloading mechanisms shall be used. Ramp and lift platforms shall have a clear and usable platform surface with a minimum width of 32 inches measured from between 2 and 30 inches above the platform surface. ADA Vehicles shall contain a securement system to secure wheelchairs and other mobility aids. All wheelchair securement systems shall accommodate forward-facing wheelchairs. In addition, to the extent practical, all non-wheelchair seating (ambulatory seating) shall be forward-facing. The vehicles shall carry adequate securement equipment and materials at all times for all wheelchair or other mobility aid positions in the vehicle. Wheelchair tiedowns shall be in a secure box or bag when not in use and shall be picked up from the floor before loading, unloading the rider. All other ADA Vehicle requirements shall apply.
2. **Vehicle Capacity, Overall Specifications.** The minimum capacity for each approved vehicle type is as follows:
 - a. **Cutaway** – capacity for at least two forward-facing wheelchair positions and 12 ambulatory or 16 ambulatory Customers when no wheelchair Customers are boarded;
 - b. **High-top van** – capacity for at least three forward-facing wheelchair positions plus 12 ambulatory Customers;
 - c. **Ramped Minivan** – capacity for at least two forward-facing wheelchair positions and one ambulatory or three ambulatory Customers when no wheelchair passengers are boarded.
 - d. **SFMTA Approval of Vehicle Specifications.** All vehicle sizes and types are subject to the prior approval of SFMTA, which shall take into consideration such matters as overall vehicle size, interior seating area, passenger comfort, adequacy of trunk space for storage of mobility aids, lift size and overhead clearances.
3. **Required Vehicle Components/Accessories/Specifications**
 - a. **Portable Step.** Vans or buses shall employ a portable step, retractable boarding step, or running board to assist in boarding. Said portable step must be a commercially manufactured item having a base broader than the step area.
 - b. **Boarding Chair in Lift Vans.** Each lift van shall carry, in a secured location, a functioning boarding chair (standard collapsible wheelchair without footrests).
 - c. **HVAC.** Each vehicle shall have air conditioning and heating systems adequate for the climatic conditions of the area and maintained in good working order. All vehicles must be equipped with operable windows that can open to provide fresh air. The Transit Division shall not modify or repair emergency exit windows in any manner that may interfere with their safe operation.

- d. **Fire Extinguishers, First Aid Kits.** Each vehicle shall be equipped with a fully charged certified and non-expired fire extinguisher of the proper type for the vehicle and a 15-count first aid kit, both of which shall be stored in a safe location
 - e. **Speedometer.** Each vehicle shall have a functioning speedometer, properly calibrated, indicating speed in miles per hour, and an accurate functioning odometer indicating distance traveled in units of tenths of a mile.
 - f. **Spare Tire.** Each vehicle shall carry a spare tire, jack, and lug wrench.
 - g. **Hubcaps.** Each vehicle under 5000 lbs. Gross Vehicle Weight shall be equipped with hubcaps or wheel covers on all exposed wheels.
 - h. **Mirrors.** Each vehicle shall have an interior rear-view mirror and side-view mirrors mounted on both sides of the vehicle and shall have unobstructed vision on all sides.
 - i. **Interior Lighting.** Each vehicle shall have sufficient functioning interior lights within the interior compartment.
 - j. **Exterior Lighting.** Each vehicle shall have exterior lighting, particularly at the passenger entrance(s) and the lift, that is adequate to illuminate the ground within six feet of the vehicle.
 - k. **Doors.** Each vehicle shall have mechanisms that ensure that all access doors are capable of being opened from the inside and remain closed and secure during travel.
 - l. **Horn, Flashers.** Each vehicle shall have a horn and all standard equipment safety features (e.g., hazard flashers).
 - m. **Radio System.** Each vehicle shall be equipped with an operable two-way mobile radio or alternate communication system approved by SFMTA; beepers and pagers will not be accepted in lieu of the radio system. A combination two-way radio/cellular phone device will meet the requirements of this clause. The driver shall also carry a cellular phone capable of receiving and sending phone calls. The driver shall not use the cell phone for personal calls or while operating the vehicle.
 - n. **Warning Triangles.** Each vehicle shall carry warning triangles.
 - o. **AVL System.** For non-SFMTA-owned vehicles without SF Paratransit supplied MDC's, vehicles must have an automatic vehicle locator (AVL) system that can be monitored at all times by the dispatcher. Such system shall be of the latest technology and capable of providing meaningful reports to aid in the verification of late trips and other complaints.
 - p. **Colors, Lettering, Vehicle ID.** Each in-service vehicle, including lettering and striping on the vehicle, shall be painted in color(s), to be approved by the SFMTA. Contractor shall place its name prominently on both sides of the vehicle body (exclusive of the vehicle front doors) in approved typeface, and at least five inches high. Using a smaller contrasting size, Contractor shall place its phone number under its company name. In addition, Contractor shall assign an identification number to each vehicle and require that it be displayed in numerals four inches high on the front, back and sides of the vehicle, in an area approved by SFMTA.
4. **Maintenance Standards.**
- a. **General.** The Transit Division shall maintain all vehicles and components in good overall operating condition.
 - b. **Manufacturer's Instructions.** Each vehicle, including lifts and other accessories, shall be maintained in accordance with the vehicle manufacturer's instructions,

including the recommended service intervals for such vehicles when used under rugged duty conditions.

- c. **Records.** The Transit Division shall keep complete vehicle maintenance records for each vehicle. Such records shall be available for inspection by SFMTA or its representative during business hours. Contractor shall prepare and submit to SFMTA such vehicle maintenance reports as SFMTA may require.
- d. **Exteriors.** The Transit Division shall wash vehicle exteriors at least once per week in all seasons.
- e. **Interiors.** The Transit Division shall sweep and clean vehicle interiors each day and thoroughly clean (scrub) them weekly. The Transit Division shall use interior cleaning agents that are fragrance-free and not offensive or injurious to individuals with heightened sensitivity to environmental toxins or fragrances. No air fresheners shall be used in the vehicles.
- f. **Graffiti.** The Transit Division shall remove graffiti as quickly as feasible.

5. **Condition of Vehicles.**

- a. **Life of Vehicles.** Except for 5310 or other federally funded vehicles or vehicles supplied by the SFMTA, no vehicle shall be more than five model years old. The model year shall be deemed to change on September 1 of each year.
- b. **Weather-tight.** Each vehicle shall be weather-tight and free of leaks.
- c. **Exterior Damage.** All vehicles shall have exteriors free of broken mirrors, broken windows, excessive grime, rust, chipped paint or major dents or body damage. Contractor shall initiate minor body damage repairs within 72 hours, and shall remove from service vehicles with major body damage until the damage is completely repaired. If in conforming to this standard, the Transit Division demonstrates that it would not be able to meet pullout or adhere to service schedules, Contractor may seek a temporary exemption from SFMTA, which may not be unreasonably withheld.
- d. **Interior Damage.** Passenger compartments shall be free from torn upholstery or torn or excessively worn floor covering. Seats shall not be broken, damaged or have protruding sharp edges.
- e. **Condition Prior to Service.**
 - i. The Transit Division shall ensure that all safety and securement components are tested by the driver or maintenance personnel daily prior to engaging vehicle in service, defects are noted, and that all defects identified are corrected in accordance with manufacturer's specifications prior to vehicle being placed in service.
 - ii. The Transit Division shall ensure that all windows of vehicles stored outside are cleared of frost prior to operation. The Transit Division shall clear any accumulation of garbage, dirt, mud or grime from the vehicle exterior, steps, and running boards prior to service.

6. **Vehicle Operation Standards.**

- a. **Interior Temperature.** The interior temperature of the vehicle shall be maintained at a comfortable level.
- b. **Seat Belts.** Drivers and passengers must wear seat belts at all times the vehicle is in

operation subject to compliance with ADA requirements.

- c. **Advertising Material.** No advertising material shall be placed or posted inside the vehicle or passed out to Customers by the driver. No advertising material shall be affixed to the outside of the vehicle. However, SFMTA may direct Contractor to post or distribute material relating to the operation of the program in the vehicle.
- d. **No Smoking, Eating, Drinking.** Drivers and passengers shall not be allowed to smoke, eat or drink in the vehicle. The Transit Division shall post a sign prominently inside the vehicle advising passengers of this prohibition.
- e. **Electronic Devices.** Neither drivers nor passengers shall be allowed to play loud music in the vehicle. Passengers may use personal radios, cell phones, CD players and other personal electronic entertainment devices if they use headphones and do not disturb other Customers.
- f. **Tickets, Citations.** Any fines incurred in the operation of the vehicle, including tickets and parking violations, shall be the sole responsibility of Contractor. In accordance with Section 17 of the Agreement, Contractor shall hold SFMTA harmless from any fines, penalties or citations imposed on account of operation of the vehicle and any expenses incurred by SFMTA resulting, directly or indirectly, from their imposition.

7. **Inspections.**

- a. **State Inspections.** Where applicable, each vehicle must pass and display a current state vehicle inspection and shall at all times be in accordance with all California Highway Patrol inspection and maintenance requirements.
- b. **SFMTA Inspections.** SFMTA or its representative may inspect any or all vehicles at any time. A vehicle is subject to immediate removal from service if deemed, in SFMTA's sole discretion, to be unsafe or otherwise in violation of these standards.

ATTACHMENT IX-B

DRIVER STANDARDS AND DUTIES

The Transit Division shall be responsible for using appropriate driver screening and selection criteria when employing drivers. Such criteria will include a Department of Motor Vehicles (DMV) license check and physical examination sufficient to meet applicable requirements. The Transit Division shall also comply with the DMV Pull Notice Program.

The Transit Division shall ensure that all drivers assigned to service under the Agreement comply with the following standards of eligibility and performance. These standards apply to all persons who provide transportation services under this Agreement (i.e., operate a vehicle in revenue service for SF Paratransit or otherwise transport a SF Paratransit rider in connection with an SF Paratransit contract, regardless of actual job title or description).

1. **Qualifications; Licensing.** Each driver hired must have been a licensed driver for a minimum of three years, effectively speak and understand English, and be at least 19 years old. Each driver shall possess a valid California driver's license for the class of vehicle operated and shall be trained in the proper operation of the vehicle and its accessories. In addition, each driver shall possess any locally required licenses and/or permits required for operation of the class and type of vehicle. The Transit Division shall retain a copy of all licenses/permits in the driver's personnel file.
2. **Moving Violations.** No driver shall provide transportation services under this Agreement if he/she has had two or more moving traffic violations within the previous 12 months.
3. **Alcohol/Controlled Substance Conviction.** No driver shall provide transportation services under this Agreement if he/she has a conviction during the past seven years for operation of a motor vehicle while under the influence of alcohol or controlled substances.
4. **License Suspension.** No individual whose license has been suspended shall provide services under this Agreement unless two years have elapsed since the end of said suspension and the driver has had no moving traffic violations during those two years.
5. **Driver Identification.** While on duty, every driver shall wear a nametag with his/her name and badge number clearly visible at all times and in the form approved by the SFMTA. The Transit Division shall collect nametags from drivers who separate from the program.
6. **Dress.** Each driver shall wear an informal uniform to be purchased and maintained by the Transit Division as follows: "Dockers®" type trousers (or slacks) or knee or mid-length cotton or cotton blend skirt or shorts (all shall be khaki or dark blue in color), short or long sleeved light blue buttoned front, oxford cloth dress shirt (tucked in), color coordinated socks, and low cut athletic shoes. During cool or cold weather, the driver may also wear a navy blue cardigan type sweater or navy blue "ski jacket." Uniforms

shall be kept clean and neat at all times. Other suitable driver uniforms may be worn upon prior approval by SFMTA. While performing work under this Contract, drivers may wear no other street clothes, including team sport fashions.

7. **Fragrances.** Drivers shall refrain from wearing fragrances and scented personal toiletry products.
8. **Grooming.** Drivers shall at all times maintain proper grooming and personal hygiene.
9. **Customer Identification.** Drivers shall check client identification cards and verify that the identification number matches the number on the manifest supplied by the Transit Division.
10. **Data Collection.** Drivers shall collect all data required by the Transit Division to be used in preparing reports and passenger surveys.
11. **Fare Collection.** Drivers shall collect and safeguard all fares in accordance with the Agreement.
12. **Gratuities.** Drivers shall not solicit or accept gratuities or any other money or favors from passengers except for the fares they are directed to collect.
13. **Training.** Contractor shall supply SFMTA with a listing of drivers together with the date of hire and the most recent defensive driving course completed by driver. This list shall be updated at least quarterly. All training curricula shall be subject to SFMTA approval. The Transit Division shall retain records of training in the driver's personnel file and provide SFMTA with training records, as requested.
 - a. Drivers shall attend required training sessions in defensive and safe driving, and an approved Passenger Assistance and Safety (PAAS) training course.
 - b. All drivers shall complete sensitivity and disability awareness training, either as part of the standard PAAS or as a separate module, as well as training regarding operation procedures, local geography, and substance abuse.
 - c. All drivers shall be trained in First-Aid/CPR.
 - d. All drivers shall be trained in and adhere to "hand-to-hand" passenger policy and procedures for applicable Customers.
 - e. All drivers must comply with State of California training requirements for elder and dependent-adult abuse reporting.
 - f. All drivers shall participate in refresher training every two years or as required to maintain required training certifications and as otherwise may be required by SFMTA.

- g. Any driver charged with a preventable accident in the course of his/her duties shall be given appropriate retraining before being permitted to resume driving duties.
14. Before hiring or assigning a driver to service for the Transit Division, the Transit Division shall conduct or have conducted a criminal background check using California Department of Justice "Live Scan" or equivalent background check program (with approval from SFMTA), to the maximum extent permitted by state law. The Transit Division shall review each applicant background check. Those applicants having felony or misdemeanor convictions for any of the following crimes shall be reviewed by the Transit Division for suitability for employment on a case-by-case basis, giving consideration to the date and nature of the conviction, the age of the individual at the time of conviction, and the relationship of the crime to the duties of the applied for position.:
- a. Crimes of a sexual nature committed against an individual including, but not limited to, rape, child molestation and prohibited sexual acts,
 - b. Crimes involving violent or assaultive behavior including, but not limited to, murder, manslaughter, rape, robbery, assault, battery, elder abuse, kidnapping, mayhem, false imprisonment, extortion, carrying or use of a deadly weapon, and similar offenses, and,
 - c. Crimes involving the operation of a motor vehicle while under the influence of alcohol or controlled substances within the last seven years.

As used in this section, "convicted" includes a guilty verdict, a determination of guilt after trial by a judge or jury, a guilty plea, deferred adjudication, or a plea of nolo contendere or no contest. Contractor, to the best of its knowledge, shall notify SFMTA of any such charges brought after a driver is employed.

ATTACHMENT IX-C

REPORTING REQUIREMENTS

Contractor shall record and report the following types of provider information. SFMTA reserves the right to request additional reporting during the term of the Agreement.

Immediate Notification – by phone and email within 24 hours of incident

- FTA/National Transit Database (NTD) Reportable Incidents ((as defined by the NTD program in Form S&S-40:
[http://www.ntdprogram.gov/ntdprogram/pubs/safetyRM/2010/html/2010_Reportable_Incident_Report_form_\(S&S-40\).htm](http://www.ntdprogram.gov/ntdprogram/pubs/safetyRM/2010/html/2010_Reportable_Incident_Report_form_(S&S-40).htm)

Weekly Information

- Total weekday passenger trips (ambulatory, wheelchair)
- Total Saturday passenger trips (ambulatory, wheelchair)
- Total Sunday passenger trips (ambulatory, wheelchair)
- Total cancellations
- Total no-shows
- Total missed trips
- Total fares collected (with Customer fares and companion fares separately indicated)
- Total non-fare passengers (attendants)

Monthly Information

Service Statistics:

- Passenger summary data by type (wheelchair, ambulatory)
- Passenger summary data by mode (SF Access wheelchair (itemizing stair-assist trips separately) and ambulatory, Group Van, DAAS, Shopping Shuttle, Van Gogh, stair assists)
- Number of companions and attendants transported (broken down per mode; include SF Access ambulatory and wheelchair as separate categories)
- Total service miles/hours
- Number of no-shows
- Number of cancellations
- Number of trip denials, if any
- On-time performance statistics for SF Access and Group Van (for the few vehicles that do not have mobile data computers, SFMTA will provide five random dates each month so that on-time performance can be manually checked)
- Number of missed trips (trips over one hour late or not performed at all)
- Number of total accidents (itemizing separately those that meet the FTA/NTD Reportable Incident criteria; passenger accidents, passenger incidents, and other accidents not included in the above)
- Summary of service complaints by category
- Summary of complaints and their resolution

Vehicle Operations and Maintenance Statistics:

- Vehicle revenue miles/hours

- Fuel data (gallons purchased, used, average price per gallon)
- Summary of wheelchair lift problems/availability of working lifts/corrective actions
- Weekday vehicle miles (revenue, deadhead, total)
- Saturday vehicle miles (revenue, deadhead, total)
- Sunday vehicle miles (revenue, deadhead, total)
- Updated fleet listing; changes in number of vehicles available
- Vehicle maintenance summary (light, heavy and body damage repair, as well as vehicle defect reports)
- Preventative maintenance schedule

Telephone Statistics:

- Number of incoming phone calls by group (reservations, customer service, Where's my Ride, Group Van)
- Number of abandoned calls
- Average number of available phone agents by hour, by day, by Automated Call Distribution (ACD) system group
- Average hold times
- Average speed of answer by ACD system group
- Number of road calls

Employee Reports:

- Driver Training and employee compliance spreadsheet (tracks all training modules, first aid training, class B licensing, security background checks, drug testing, DMV pull notices, etc)
- Daily schedule for all road supervisors
- Road supervisor report summary detailing the name of the road supervisor, dates, findings, and resolution of problems

ATTACHMENT IX-D

CUSTOMER OPERATING STANDARDS

The Transit Division shall at all times render safe, courteous transportation services in accordance with the following performance standards and procedures. Standards apply to each service, unless otherwise specified:

1. **General.** The Transit Division shall use the highest degree of care in serving Customers, including while assisting Customers and operating equipment.
2. **Eligible Customers; Use of Vehicles.** The Transit Division shall only provide services for those eligible Customers listed on the manifest or for services authorized or required directly by SFMTA. The Transit Division shall ensure that no unauthorized passengers are transported while engaged in providing SF Paratransit services without SFMTA's express permission. The use of any vehicle, whether or not leased from or supplied by SFMTA, for any purpose other than for transporting Customers or performing services under the SF Paratransit program is prohibited.
3. **Door-to-Door Service.** The Transit Division shall provide door-to-door service for paratransit Customers in accordance with the following guidance. Drivers shall offer assistance to Customers getting into and out of the vehicle. Drivers must offer ambulatory passengers a steadying arm to assist them in walking. Each driver, upon request, must assist Customers from or to the entrance of any dwelling or building. If there is a risk of the driver losing sight of his/her occupied vehicle and no attendant is onboard, the driver may not provide assistance beyond the entrance to the building at either the place of origin or destination. Safety permitting, drivers may assist a person in a manual wheelchair with one or two steps or a curb in the event there is no curb ramp.

In addition, when requested, drivers must assist passengers by carrying up to two bags or parcels between the vehicle and the entrance to the building at the place of origin or destination. As a guideline, bags/parcels may weigh up to 25 pounds total.

4. **Shared Rides.** The Transit Division shall provide shared-rides whenever possible. Each Group Van or Shopping Shuttle trip shall consist of no less than seven scheduled eligible Customers, not including escorts or attendants.
5. **Wheelchairs.** The Transit Division shall employ a wheelchair-accessible vehicle for Customers in wheelchairs or other ADA-compliant mobility devices who require transportation. Transferring/carrying individuals from wheelchairs to the seat of a vehicle is prohibited, except that a Rider who can transfer without any assistance may do so at his/her prerogative. The driver shall ride up the lift with ambulatory and manual wheelchair Riders, and stand next to the lift for power chair Customers. The driver shall apply brakes on wheelchairs, disengage electric motors from power wheelchairs when warranted, and ensure that each wheelchair is properly secured in accordance with established standards (usually via a four-point tie down system).

6. **On-Time Performance.** On-time performance is the measure of a vehicle's actual arrival at a reservation pick-up location as promised. Customers consistently rank on-time service as the single most important aspect of service quality. SFMTA thus expects the Transit Division to schedule and operate its vehicles to achieve a level of on-time performance of 92 percent or better.
 - a. For SF Access Service, Customers shall be picked up from 5 minutes before the promised pick-up time to 15 minutes after the promised pick-up time under normal operating conditions. Vehicle arrivals within this 20-minute "window" are considered "on-time." The term "normal operating conditions" means those operating conditions, including weather and traffic patterns for the time of year and time of day, normally encountered and reasonably expected. Repeated failure to comply with this standard without reasonable cause shall be grounds for termination of the Contract. "Promised" time shall be the time negotiated by The Transit Division with the Customer in accordance with the ADA standards for trip time negotiation, which time shall be conveyed to the Customer at the time of the reservation (and shall be unaffected by any schedule optimizing later in the day). Once agreed to, the promised time may not be changed without agreement by and notification to the passenger prior to the originally scheduled promised time. At all times, the Transit Division shall be mindful of the drop off or appointment time if the Customer has provided that to the Transit Division.
 - b. On-time performance for SFMTA's and Department of Aging and Adult Services' (DAAS) Group Van programs shall be the SF Access 20-minute window, based on the arrival time at the center.
 - c. Monitoring of on-time performance will occur through a combination of methods, including, but not limited to, random field checks conducted by SFMTA, complete and accurate reporting by drivers, random Customer surveys, observations reported by social service agency staff, and formal complaints filed by Riders.
7. **Ride Time.** The Transit Division shall cooperate with Customers, service agencies, and SFMTA in every effort to minimize ride time on board the vehicle. Ride time is the period of time a passenger spends onboard the vehicle, measured as the elapsed time between pick-up and drop-off. SF Access one-way passenger trips should take the same or similar amount of time as the same or similar trip would take on the regular SFMTA bus, including travel time for transfers. The Transit Division may use the 511.org website to obtain the expected ride time for a particular trip. Group Van service trip ride time cannot be greater than 90 minutes, although The Transit Division should endeavor to limit ride times for all Riders to less than 60 minutes. For trips to or from any Adult Day Health Care program, ride times shall not exceed 60 minutes without written permission from the SFMTA.
8. **Customer Problems/Refusal to Transport Customers.** The Transit Division shall inform SFMTA promptly of any difficulties experienced in transporting a Rider, whether related to safety, behavior, or other reason. The Transit Division shall never take unauthorized disciplinary action against any Rider. SFMTA shall notify the Transit

Division of any actions to take after review of the report. The Transit Division may refuse to transport any person or persons who are a threat to the health, safety, or welfare of the the Transit Division's employees or other passengers due to the Customer's violent, seriously disruptive or illegal conduct. The Transit Division shall consult with SFMTA prior to any refusal of service to any consumer or in the case of an emergency, immediately after the refusal as is practical.

9. **No-Shows.** All San Francisco paratransit passengers are responsible for being at the designated pick-up location, ready to travel, at their promised pick-up time. Customers shall be allowed five minutes to either board the vehicle or to notify the driver that he/she has begun moving to board the vehicle-- measured from the later of the time the vehicle was promised to arrive at the pick-up address, or actually arrived **and** the driver notifies the Customer of the vehicle's arrival. Driver must allow for sufficient dwell time to accommodate any disability of a Customer that requires additional time for the Customer to complete the boarding process. If the Customer is not visible to the driver, the driver must first make a reasonable attempt to contact the Customer, and must obtain dispatcher approval before moving on.

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

Customers or other passengers not present to board the vehicle by the promised pick-up time are considered to be "no-shows," provided that the vehicle is on time. If the vehicle arrives so late that the Customer cancels because he/she cannot get to an appointment on time, or the Customer makes other arrangements for a ride, the Customer will not be counted as a no-show. The Transit Division shall ensure that during the trip check-in process, each active trip record is properly coded as completed, cancelled or no-showed and if completed, proper fare was collected.

10. **Missed Trips.** The Transit Division shall complete a minimum of 100 percent of all trips reserved and scheduled. A missed trip is a trip performed 60 minutes or more late, or not performed at all. A trip will not be considered "missed" in cases where the Customer was ready and available to travel within the 20-minute on-time window, but the vehicle was not present during that window of time; and when the vehicle finally arrived, the Rider could not be located. In this instance, the vehicle will be considered "very late."

**Appendix B
Calculation of Charges**

Veolia Budget Summary	4/1-6/30/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15
DESCRIPTION						
ON SITE STAFF						
Labor	235,735	942,939	971,227	1,000,364	1,030,375	1,061,286
Fringe						
Payroll Taxes						
FICA	19,345	77,379	79,700	82,091	84,554	87,091
SUTA	1,762	7,049	7,049	7,049	7,049	7,049
FUTA	266	1,064	1,064	1,064	1,064	1,064
401K/Retirement	8,597	34,387	35,419	36,481	37,576	38,703
Health Insurance	36,000	143,999	148,580	153,288	158,148	163,144
Dental Insurance	1,969	7,874	8,107	8,346	8,594	8,848
Vision Insurance	297	1,188	1,221	1,262	1,297	1,338
Life Insurance	68	273	280	286	293	300
STD & LTD	761	3,045	3,127	3,217	3,304	3,399
EAP	103	410	422	434	447	460
Vacation & Other Paid Time Off	27,751	111,004	114,334	117,764	121,297	124,936
GM Car Allowance, Ins., Fuel & Maint.	2,735	10,940	11,268	11,606	11,954	12,313
Workers Comp. Insurance	2,464	9,855	10,151	10,455	10,769	11,092
Total Fringe	102,117	408,468	420,722	433,344	446,345	459,735
SUBTOTAL - ON SITE STAFF	\$ 337,852	\$1,351,407	\$ 1,391,949	\$ 1,433,708	\$1,476,720	\$ 1,521,021
G & A (INDIRECT)	\$35,537	\$149,747	\$160,078	\$161,655	\$163,030	\$167,260
CONTRACTED SERVICES						
DAJA	139,274	559,880	576,679	593,980	611,799	630,153
Center for Independent Living	3,750	15,000	15,450	15,910	16,390	16,880
Third Party Vehicle Inspection Services	4,500	18,000	18,540	19,100	19,670	20,260
In-Plant Vehicle Inspection Services	0	0	18,540	0	19,670	0
Miscellaneous Outside Services						
PCC Driver Gift Certificates	591	2,362	2,436	2,501	2,579	2,658
Passenger Transport Subscription	106	424	437	450	463	477
Aramark - bathroom	156	625	644	663	683	703

air fresheners, mats						
Helping Wheels account service fee	23	90	93	95	98	101
Commuter Check administrative costs	96	385	397	408	421	433
Locksmith services	133	531	547	563	580	598
Document shredding	250	1,000	1,030	1,061	1,093	1,126
Fire extinguisher maintenance	39	158	162	167	172	177
Electrician	77	308	317	327	337	347
Muzak service	458	1,830	1,885	1,941	2,000	2,060
Petty Cash small expenses	73	293	301	310	320	329
Support van fuel	127	508	523	539	555	571
Exterminator	276	1,104	1,137	1,171	1,206	1,243
Medical Supply	326	1,303	1,342	1,382	1,424	1,466
Total Miscellaneous Services	2,730	10,920	11,250	11,580	11,930	12,290
Costless Maintenance Services	10,338	41,350	42,590	43,870	45,190	46,550
Nelson/Nygaard Consulting	10,000	10,000	0	0	0	0
Corey, Canapary & Galanis Research & Counsel		22,000	22,660	23,340	24,040	24,761
Lan Do & Associates Translation Services	7,200	28,800	29,664	30,554	31,471	32,415
TOTAL CONTRACTED SERVICES	\$ 177,792	\$ 705,950	\$ 735,374	\$ 738,333	\$ 780,160	\$ 783,309
Utilities	3,655	14,620	15,060	15,510	15,980	16,460
Telephone & Internet	11,355	45,420	46,779	48,187	49,635	51,123
TOTAL UTILITIES	\$ 15,010	\$ 60,040	\$ 61,839	\$ 63,697	\$ 65,615	\$ 67,583
Off site storage	2,433	9,732	10,024	10,325	10,634	10,953
Facility rent - 12th Street	61,899	247,597	255,025	262,675	270,556	278,672
Common Area Maintenance & Utilities	3,333	13,332	13,732	14,144	14,568	15,005
Facility rent - 365 Main Street	4,759	19,034	19,605	20,194	20,799	21,423
HVAC Maintenance	405	1,620	1,669	1,719	1,770	1,823
TOTAL RENT	\$ 72,829	\$ 291,315	\$ 300,055	\$ 309,056	\$ 318,328	\$ 327,878
SF Access Ticket printing	1,875	7,500	7,725	7,952	8,192	8,434
Newsletter	3,000	12,000	12,360	12,731	13,113	13,506
Other Misc. Printing	4,068	16,270	16,755	17,257	17,775	18,310
TOTAL Printing COST	\$ 8,943	\$ 35,770	\$ 36,840	\$ 37,940	\$ 39,080	\$ 40,250
Office Supplies	8,250	33,000	33,990	35,010	36,060	37,140
Postage/Shipping	6,000	24,000	24,720	25,460	26,220	27,010
Security Expense						

ADT	750	3,000	3,090	3,183	3,278	3,377
Bay Alarm	338	1,352	1,393	1,434	1,477	1,522
Brinks	150	600	618	637	656	675
Travel	1,750	7,000	7,210	7,426	7,649	7,879
Education & Training	1,000	4,000	4,120	4,240	4,370	4,500
Insurance - G & L Policy	1,750	7,000	7,350	7,720	8,100	8,510
Legal Expenses	3,750	15,000	15,446	15,906	16,379	16,875
Computer & Other Equipment Maint. & Service Agreements	9,193	36,770	41,718	20,765	21,768	21,058
CabConnect Hosting Expense	82,500	357,500	393,900	429,000	450,450	472,973
Trapeze Maintenance Fees	16,470	65,880	69,174	72,633	76,264	80,078
SF Tax-Fees	3,750	15,000	15,450	15,910	16,390	16,880
Performance Bond Expense	9,000	36,000	36,000	36,000	36,000	36,000
TOTAL OTHER COSTS	\$ 144,651	\$ 606,102	\$ 654,178	\$ 675,323	\$ 705,062	\$ 734,476
Projected Equipment Purchases	0	2,500	96,633	79,880	0	7,650
TOTAL EQUIPMENT COSTS	\$ -0	\$ 2,500	\$ 96,633	\$ 79,880	\$ 0	\$ 7,650
Transportation and Operations						\$ 7,679,182
Vehicle Maintenance						\$ 871,395
Control Center						\$ 923,641
Transition Costs						\$ 799,097
Vehicle Lease Cost						\$ (790,158)
TOTAL TRANSPORTATION OPERATION COSTS						\$ 9,483,157
Broker Admin Management Fee	\$ 35,537	\$ 149,747	\$ 160,078	\$ 161,655	\$ 163,030	\$ 167,260
Transportation Management Fee						\$ 481,629
MANAGEMENT FEE	\$ 35,537	\$ 149,747	\$ 160,078	\$ 161,655	\$ 163,030	\$ 648,889
Total Budget	\$ 828,149	\$3,352,578	\$ 3,597,023	\$ 3,661,246	\$3,711,024	\$13,781,473
					Veolia Total 4/1/10 - 6/30/15	\$ 28,931,493

**APPENDIX F
INCENTIVE/DISINCENTIVE PLAN**

Section I: Veolia Administrative Functions

	Activity/Standard	Incentive (for achieving or exceeding goal)
1	SF Paratransit Goals/Performance Measures a. Complaints: less than two per 1000 trips, for each Mode b. Telephone Call Wait Time: over 95% of all calls to the Broker's Office during business hours answered by a live person within 45 seconds	a. Complaints: \$2,500 per quarter b. Call Wait Time: \$1,000 per quarter
2	Consumer Satisfaction – 90% overall customer satisfaction, as measured by an annual independent customer satisfaction survey.	<ul style="list-style-type: none"> • For Broker-related aspects of the survey, if Customer Satisfaction is $\geq 85\%$ and $\leq 90\%$, \$1,000 will be paid on an annual basis. • For Broker-related aspects of the survey, if Customer Satisfaction is $> 90\%$ and $\leq 95\%$, \$2,500 will be paid on an annual basis. • If Customer Satisfaction is $> 95.1\%$ and $\leq 100\%$, \$5,000 will be paid on an annual basis.
3	Travel Training – Shift paratransit trips to Muni fixed route service through travel training paratransit Customers. Reduce paratransit trips per paratransit Customer by an average of 10 trips per month for six months	<ul style="list-style-type: none"> • \$250 per individual paratransit Customer shifted to fixed route service, determined on a bi-annual basis
	Activity/Standard	Disincentive
4	Telephone Call Wait Time – over 80% of all calls to the Broker's Office during business hours shall be answered by a live person within 45 seconds.	<ul style="list-style-type: none"> • \$30 assessed per verified complaint for all calls answered below the 80% threshold, determined on a monthly basis
5	Language Capacity (language capability in Spanish, Chinese (Cantonese) and Russian by front line staff) – if an employee who is fluent in one of the specified languages leaves the Broker's employment, the Broker must replace the employee with an equally fluent individual within three weeks time.	<ul style="list-style-type: none"> • For failure to replace such an employee, \$250 assessed per business day for each day beyond the three-week period
6	Outreach – Broker shall conduct at least 20 information sessions/workshops annually.	<ul style="list-style-type: none"> • \$250 assessed for each session/workshop conducted by Broker under 20 sessions a year.

7	ADA Eligibility Process	<ul style="list-style-type: none"> • \$250 assessed per complaint against the Broker (verified to be legitimate) that is determined by the SFMTA to constitute a violation of the approved ADA eligibility process. • Unless assessed above, \$250 per occurrence for applications that are not processed within 21 days (regardless of whether a complaint has been filed)
8	Customer Service	<ul style="list-style-type: none"> • \$100 assessed for each complaint against the Broker (verified to be legitimate) over a total of five verified complaints a month • \$100 assessed for each verified complaint of dirty vehicle or rude driver, telephone agent or supervisor.
9	Processing of Complaints	<ul style="list-style-type: none"> • \$100 assessed per occurrence for any complaint that is not responded to within 14 days.
10	Call Center Performance	<ul style="list-style-type: none"> • \$1,000 assessed every month where less than 95% of telephone calls directly answered during business days and hours • \$500 assessed every month where average wait time is more than two minutes for reservation calls or more than five minutes for "Where's my Ride" calls.

Section II: Veolia Transportation Functions

Veolia shall distribute Incentives directly to the employees, through bonuses or employee recognition events, for those whose work has contributed to achieving the goals.

	Activity/Standard	Incentive
1	SF Paratransit Goals/Performance Measures a. Systemwide On-Time Reliability: at or above 90% b. Safety goal: accidents/injuries: less than one Reportable Incident (as defined by the National Transit Database program in Form S&S-40) per 100,000 miles systemwide	a. On-Time Reliability: \$2,500 per quarter b. Safety Goal: \$1,000 per quarter
2	Cost Savings – SFMTA will provide an Incentive for any quarter in which the combined per trip costs for all services is less than the Base Rate per trip. The Base Rate will be	<ul style="list-style-type: none"> • For any quarter in which the average per trip cost decreases by at least \$0.25 per trip, \$1,000 shall be paid to Veolia

<p>recalculated using actual data for June, July and August of 2014.</p>	<ul style="list-style-type: none"> • For any quarter in which the average per trip cost decreases by at least \$0.50 per trip, \$2,000 shall be paid to Veolia • For any quarter in which the average per trip cost decreases by at least \$0.75 per trip, \$3,000 shall be paid to Veolia • For any quarter in which the average per trip cost decreases by at least \$1.00 per trip, \$4,000 shall be paid to Veolia
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	Activity	Disincentive
1	Failure to properly secure a wheelchair, scooter or similar device (see Customer Operating Standards, Paragraph 5)	\$1,000 per occurrence
2	Failure to immediately report a Reportable Incident (see Reporting Requirements, Paragraph 1)	\$500 per occurrence
3	Failure to provide a complete, written accident report within 24 hours of occurrence (see Reporting Requirements, Paragraph 1)	\$250 per occurrence
4	Very late vehicle (31+ minutes after promised pick up time) (see also Customer Operating Standards, Paragraph 10) +	\$100 per occurrence
5	Missed trip (failure to pick up or more than 60 minutes late from the promised pick-up time) (see Customer Operating Standards, Paragraph 10)	\$200 per occurrence
6	Schedule change without rider notification and agreement (see Customer Operating Standards, Paragraph 6a)	\$250 per occurrence
7	Excessive ride time (exceeding the maximum ride time as established under Customer Error! Reference source not found. , Paragraph 7)	\$200 per occurrence
8	Monthly on-time performance, as determined by 100% entry of trips for five mandatory randomly selected survey days selected by SFMTA (see Reporting Requirements): Below 90% Below 88% Below 85%	\$1,000 per month \$2,500 per month \$5,000 per month
9	Failure to provide deployed or required road supervision (see Section IX, Task 5)	\$250 per occurrence
10	Late or missed PMI (any revenue service vehicle)	\$500 per occurrence
11	Failure to correct the deficiencies identified by SFMTA (or a representative of SFMTA) after the 1 st inspection of the City owned vehicles (see Vehicle Operations and Maintenance Standards, Paragraph 7): 2 nd inspection 3 rd or subsequent inspection	\$175 per deficiency \$350 per deficiency

12	Vehicle operated in service with malfunctioning vehicle communications equipment, such as radio, Nextel, MDC, etc. (see Vehicle Operations and Maintenance Standards, Paragraph 4)	\$500 per occurrence per device
13	No map or functioning way-finding equipment in vehicle (see Vehicle Operations and Maintenance Standards, Paragraph 4)	\$100 per occurrence