Appendix B – Sample Materials Provided by Transit Agencies

Introduction

Appendix B includes various materials related to planning and implementing an alternative service that have been collected through the research project, some through the survey and others through the case studies. The materials include sample RFPs, contracts, and other materials that the transit agencies shared for the research project.

The materials provided in this appendix, as given to us by the transit agencies, may be useful to other transit agencies considering an alternative service for their ADA paratransit riders. The various materials are organized by the name of the transit agency on the following pages.

- Boston’s MBTA
- Broward County’s BCT
- Contra Costa County’s ECCTA (Tri Delta Transit)
- Flagstaff’s Mountain Line
- Houston’s Metro
- Richmond’s GRTC
Materials from Boston’s MBTA

- NDSP RFP - Opt-In Scope of Work 030120
- NDSP RFP - Standard Scope of Work 030120
- NDSP RFP - Intro Bid Form 030220
- NDSP RFP Terms and Conditions 030420
- Enclosure 3 - Form B - Bidder Past Experience
- ENCLOSURE 4 – FORM C1 OPT-IN SERVICE BIDDER COST FORM
- ENCLOSURE 5 – FORM C2 STANDARD SERVICE BIDDER COST FORM
MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY

The MBTA’s Paratransit Dedicated Service Providers: Opt-In Service

RFP. No XX-XX

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1 SERVICE TYPE

1.1 SERVICE DEFINITION

1.1.1 For purposes of this Scope of Work, “Service” shall refer only to Opt-In Service.

1.2 TRIP VOLUME AND CAPACITY

1.2.1 Contractor shall serve a minimum of 100 trips per day within 120 days of the Contract Effective Date.

1.2.2 MBTA does not guarantee any minimum number of On-Demand Trips.

1.2.3 Contractor may choose to offer its Service throughout the entire RIDE Service Area (see Section 15.2: RID B: SERVICE AREA MAP) or in only a portion of the RIDE Service Area. Any changes from accepted proposal are subject to MBTA approval.

2 GOVERNANCE

2.1 GENERAL REQUIREMENTS

2.1.1 Contractor shall use and further refine the following guiding principles and interaction cadence to foster collaboration and accountability among all parties involved in The RIDE ecosystem, which includes the MBTA, The RIDE Access Center (“TRAC”), The RIDE Eligibility Center (“TREC”), Dedicated Service Providers (“DSPs”), Non-Dedicated Service Providers (“NDSPs”), and external vendors.

2.2 GUIDING PRINCIPLES

2.2.1 Contractor shall act in the best interest of the MBTA in all interactions and relationships with other external vendors.

2.2.2 Contractor shall foster open and honest communication with the MBTA, TRAC, and other external vendors to ensure the delivery of service on a daily basis.

2.2.3 Contractor shall review, provide feedback, and employ governance Standard Operating Procedures (“SOP”) developed by TRAC to govern the interactions between Contractor and TRAC.

2.2.4 Contractor shall maintain independent strong working relationships with all parties involved in The RIDE ecosystem.

2.3 INTERACTION CADENCE

2.3.1 Daily Communications: Contractor shall respond to communications from TRAC and the MBTA on at least a daily basis. Contractor shall maintain an up-to-date list of key points of contact and back-up contacts and distribute that to the MBTA and TRAC. Contractor shall proactively communicate any changes that may impact system performance to allow TRAC sufficient time to make necessary adjustments.

2.3.2 Weekly Mobilization Status Meeting: During the Mobilization Period, Contractor shall be available (in-person or by phone) for a weekly status meeting with the MBTA to review mobilization progress and discuss any issues and proposed solutions.
2.3.3 **Bi-Weekly Service Provider Status Meeting:** After the mobilization process is complete, Contractor shall be available (in-person or by phone) every other week for a status meeting with the MBTA to review operational performance, discuss issues and concerns, and determine any corrective steps needed.

2.3.4 **Ad-Hoc Meetings:** Contractor shall schedule and conduct meetings with the MBTA and/or other parties as necessary.

3 **MANAGEMENT & STAFFING**

3.1 **GENERAL REQUIREMENTS**

3.1.1 Contractor shall provide dedicated, qualified management to maintain smooth functioning of Contractor’s operations; continuous communication with TRAC and the MBTA; joint problem solving and innovative solutions for continuous improvement; adherence to the requirements of the Contract and all The RIDE policies, procedures, and standards; and compliance with all applicable federal, state, and local laws and regulations (including, but not limited to, Environmental Protection Agency (“EPA”), Occupational Safety and Health Administration (“OSHA”), United States Department of Transportation (“US DOT”), Americans with Disabilities Act (“ADA”), and Equal Employment Opportunity Commission (“EEOC”), Massachusetts General Law 159A1/2 (Transportation Network Companies).

3.1.2 Contractor shall act in full compliance with Title VI of the Civil Rights Act of 1964 and ensure that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity. This shall include taking steps to provide meaningful access to programs and services for people with limited English proficiency.

3.1.3 Contractor shall provide a sufficient number of qualified and properly trained staff at all times necessary to perform all Contractor responsibilities, including sufficient support staff for miscellaneous administrative tasks. Contractor shall provide sufficient supervision at all levels to ensure effective oversight of all staff. If the MBTA, in its sole discretion, determines Contractor’s staffing levels to be insufficient at any point in time, the MBTA reserves the right to require adjustments as necessary, at the Contractor’s expense.

3.1.4 Contractor shall conduct a background check for all employees, at a minimum including the following:

3.1.4.1 Social Security Number verification;

3.1.4.2 Criminal – 7 years outside MA only

Criminal Offender Record Information (CORI) information related to misdemeanor records, felony conviction records and records of all criminal court appearances in Massachusetts. The CORI shall be inclusive of a Level II Sex Offenders Registry check. When reviewing a CORI report containing a criminal conviction(s), Contractor shall make a determination concerning the status of the candidate for employment, promotion, or transfer according to the General Guidelines and Specific Guidelines outlined in Section 16.5: APPENDIX E: PRE-EMPLOYMENT REQUIREMENT. If a candidate passes, the front page of the CORI report is printed and added to employee file. If report reveals potential disqualifiers, candidate is notified and given an opportunity to remedy.

3.1.5 Any employee of Contractor’s with a history that includes a felony conviction, any conviction for theft, or who appears otherwise unsuitable to perform the work that is the subject of this solicitation throughout the Term of this Agreement or any extensions thereof, shall not be assigned by Contractor to perform work under this Agreement.
3.1.6 Contractor shall be responsible for the compliance of subcontractor staff with the requirements of this Contract, if Contractor chooses to use subcontractors, including, but not limited to, companies, partnerships, and independent contractors, to fulfill any of the requirements of this Contract.

3.1.7 Contractor shall make corporate support available for the life of the Contract, on-site if necessary, in such amount and frequency as is required to meet the needs of the business, including project visits and touchpoints on regular intervals or when new initiatives are introduced that may impact reporting, workflow, or process. In the event Contractor’s or its subcontractor’s operational metrics trend in a negative way, or performance standards are not being met, corporate support shall be available remotely or, if needed, on-site to assist.

3.1.8 Contractor shall support all on-going and future initiatives to improve service with Contractor’s onsite and corporate resources.

3.2 KEY AND OTHER PERSONNEL

3.2.1 Contractor shall submit to the MBTA resumes and references for Key Personnel proposed to fill currently vacant positions or to replace existing Key Personnel. The MBTA may require interviews of these candidates. No substitution of Key Personnel will be allowed without the prior written approval of the MBTA, in its sole discretion. Any vacancy in a Key Personnel position must be filled on an interim basis within 15 calendar days and permanently filled within 60 calendar days.

3.2.2 Contractor shall provide the MBTA with the "on-call" schedule for the Project Manager or the individual on-duty to oversee operations. Contractor shall also provide the MBTA with the e-mail addresses, telephone numbers, and cellular phone numbers where the Key Personnel can be reached at any time outside of regular business hours.

3.2.3 Project Manager:

3.2.3.1 Contractor shall assign at least one Project Manager as a Key Personnel to manage the Contract.

3.2.3.2 The Project Manager shall work with the MBTA daily to administer Contractor’s Service(s), and shall respond promptly to MBTA inquiries regarding the administration of these Services, including issues related to RIDE Customer eligibility and sign-up, technical issues regarding reservations and scheduling, service deficiencies, reporting, billing, and RIDE Customer Complaints.

3.2.3.3 The Project Manager shall further be responsible for implementing any MBTA requests to modify Contractor’s Services consistent with the terms of this Scope of Work.

3.3 CONTRACTOR’S CODE OF CONDUCT

3.3.1 Contractor shall develop a business code of conduct (“Contractor’s Code of Conduct”) for its employees and Vehicle Operators and submit it to the MBTA for review and approval. If there are separate Codes of Conduct for employees and Vehicle Operators, Contractor shall submit all.

3.3.2 Upon the MBTA’s approval of Contractor’s Code of Conduct, Contractor shall implement Contractor’s Code of Conduct and advise the MBTA immediately of any violations and actions to be taken by Contractor with respect to the violation.

3.3.3 The MBTA reserves the right to require updates to the Code of Conduct at any time during the life of the Contract. Any updates to the Code of Conduct must be submitted to the MBTA for final approval.
3.4 THE MBTA’S RIGHT TO REMOVE PERSONNEL FROM CONTRACT

3.4.1 The MBTA acknowledges that Contractor has the right and obligation to hire, train, and dismiss personnel to carry out the Contract requirements. However, the MBTA will bring to Contractor’s attention any deficiencies in performance attributed to Contractor’s personnel for Contractor’s immediate corrective action.

3.4.2 Contractor acknowledges that any person assigned to work under or in support of this Contract must perform his or her duties so as to not unduly impair Contract performance. By assigning a person to work under this Contract, Contractor agrees to be fully responsible for the behavior of that person during Contract performance.

3.4.3 Contractor’s personnel shall at all times be under the sole control and direction of Contractor, and shall not be considered for any reason to be employees of the MBTA. Contractor assumes all liability for, and agrees to hold the MBTA harmless from, any claims or actions on behalf of the employee(s) and from third-parties related to actions by Contractor’s employees.

3.4.4 Contractor acknowledges that the MBTA has the right to require the removal of any personnel from performance of this Contract who materially violates Contractor’s Code of Conduct (Section 3.3) or exhibits a pattern of poor performance providing service under this Contract, in the MBTA’s sole discretion.

4 VEHICLE OPERATORS

4.1 GENERAL REQUIREMENTS

4.1.1 Contractor shall provide a sufficient number of qualified, responsible, courteous, and properly trained Vehicle Operators to provide the trips agreed upon by Contractor and MBTA.

4.1.2 Contractor may deliver Service by utilizing its own fleet and employees. Contractor may also subcontract with other transportation companies, vehicle providers, or Vehicle Operators.

4.1.3 The Contractor shall ensure that Vehicle Operator candidates meet the requirements for all employees (Sections 3.1.4 and 3.1.5).

5 STAFF TRAINING REQUIREMENTS

[This section intentionally left blank]

6 SERVICE DELIVERY

6.1 SERVICE MODIFICATION

6.1.1 MBTA shall be able to modify or constrain the following elements of Contractor’s Service:

6.1.1.1 Geographical boundaries on Contractor trip origins and destinations (within Contractor’s specified service area, if applicable);

6.1.1.2 The hours of the day during which Contractor will be assigned Integrated Trips;

6.1.1.3 Vehicle type or category available to RIDE Customers under this Scope of Work;

6.1.1.4 Distances that RIDE Customers must travel from their origin point to meet their vehicle at pick-up (for Shared Trips, if offered by Contractor, RIDE Customers may be asked to meet vehicles at pick-up locations other than the RIDE Customer’s origin address).
6.1.2 Contractor shall accommodate trips by RIDE Customers who are accompanied by a personal care attendant (“PCA”) or companion, and shall be able to charge extra fees for these additional passengers only if the RIDE Customer’s trip is booked as a Shared Trip.

6.2 VEHICLES

6.2.1 Contractor shall be responsible for ensuring that all vehicles meet minimum safety, emissions, and maintenance standards.

6.2.1.1 At a minimum, the Vehicles shall meet:
   
   6.2.1.1.1 Massachusetts motor vehicle emissions and safety inspection program requirements
   6.2.1.1.2 Massachusetts vehicle insurance requirements;
   6.2.1.1.3 Contractor vehicle cleanliness policies;
   6.2.1.1.4 Contractor vehicle accident and incident policies;

6.2.2 Contractor shall ensure that all vehicles utilized are in compliance with its vehicle safety and maintenance requirements.

6.2.3 Contractor shall ensure the availability of Wheelchair-Accessible Vehicles to serve non-ambulatory RIDE Customers.

6.3 IN-VEHICLE TECHNOLOGY

6.3.1 Routematch-Specific In-Vehicle Technology Requirements

6.3.1.1 MBTA shall provide Contractor with access to MBTA’s deployment of Routematch (a cloud-based system).

6.3.1.2 TRAC or MBTA or Routematch shall assign Contractor’s vehicle fleet a unique Route Identification number, or shall assign Contractor’s vehicles unique Vehicle Identification numbers, so that Contractor shall be able to regularly view which trips have been scheduled on Contractor’s Service(s).

Contractor shall be responsible for purchasing, installing, and maintaining in-vehicle tablets (see Section 16.7 APPENDIX G: ROUTEMATCH TABLET MINIMUM REQUIREMENTS), and shall bear all maintenance and replacement costs. MBTA shall pay the cost of all data plans for Contractor’s tablets.

6.3.1.3 TRAC or MBTA shall install the Routematch android Vehicle Operator application on Contractor’s vehicle tablets to receive trip manifests.

6.3.1.4 The Vehicle Operator shall use the tablet to contact TRAC for all matters including, but not limited to:

   6.3.1.4.1 Communicating with TRAC Dispatch for any and all matters
   6.3.1.4.2 Accessing RIDE Customer information and the trip manifest
   6.3.1.4.3 Following real-time, turn-by-turn instructions and routing
   6.3.1.4.4 Contacting TRAC to locate RIDE Customers
   6.3.1.4.5 Reporting no-shows
   6.3.1.4.6 Reporting incidents, accidents, or any service disruptions
   6.3.1.4.7 Reporting vehicle arrival and departure times
6.3.1.5 In the event the tablet fails while in service:

6.3.1.5.1 If the tablet becomes non-responsive, the Vehicle Operator shall immediately find a safe location to pull over. The Vehicle Operator shall attempt to troubleshoot tablet issues (e.g. rebooting tablet); if the tablet remains non-responsive, the Vehicle Operator shall contact TRAC via cellphone to alert TRAC of the issue. TRAC will provide the Contractor the last known location of the vehicle and the Safety Supervisor will provide the vehicle a new tablet.

6.3.1.5.2 If the tablet is still responsive but data communications are no longer active, the Vehicle Operator shall continue to follow instructions within the tablet and continue to make pick-ups and drop-offs. When data communications become active again, the software will automatically reconcile the trips performed during the period of inactivity. If, while data communications are not active, the Vehicle Operator cannot locate a RIDE Customer, the Vehicle Operator shall wait an extra five minutes in addition to the five-minute waiting requirement prior to leaving the pick-up location.

6.3.2 Contractor Software-Specific In-Vehicle Technology Requirements

6.3.2.1 Contractor Software shall enable Vehicle Operators to:

6.3.2.1.1 Record and report vehicle arrival and departure times, RIDE Customer pick-up times, and drop-off times

6.3.2.1.2 Follow real-time, turn-by-turn instructions and routing

6.3.2.1.3 Contact RIDE Customers

6.3.2.1.4 Report incidents, accidents, or any service disruptions

6.3.2.2 If Contractor offers Integrated Trips (see Section 7), Contractor Software shall allow TRAC to schedule, dispatch, and monitor Integrated Trips and shall be capable of producing all required reports.

6.3.2.3 If Contractor offers On-Demand Trips (see Section 8), Contractor Software shall allow RIDE Customers to self-schedule trips using either Contractor’s smartphone application or web site, or by calling Contractor’s call center or TRAC.

6.4 SERVICE POLICIES

6.4.1 Trip Pick-up Procedures

6.4.1.1 Contractor shall guarantee that Vehicle Operators wait at least five minutes from the scheduled pick-up time or vehicle actual arrival time, whichever is later, for the RIDE Customer to arrive for any Non-Shared Trip. This duration may be revised upon joint agreement.

6.4.1.2 Vehicle Operator shall ensure that the person entering the vehicle is the RIDE Customer, based on the RIDE Customer’s name and destination town.

6.4.2 Trip Routing Guidelines

6.4.2.1 Contractor shall ensure that all Integrated Trips and all On-Demand Trips do not deviate from the origin and destination initially provided for the trip.

6.4.3 Accessibility and level of service

6.4.3.1 The Vehicle Operator shall assist with mobility aid securement and passenger restraint systems. The Vehicle Operator shall not lift or carry the RIDE Customer.
6.4.3.2 Vehicle Operator shall accommodate RIDE Customers’ mobility equipment (e.g., canes, walkers, foldable wheelchairs) if such equipment can fit within Contractor’s vehicle’s trunk.

6.4.4 Service Animals
6.4.4.1 The Vehicle Operator shall allow service animals (28 C.F.R. Part 35.136).

6.5 RESPONSIBILITIES FOR SAFETY
6.5.1 The Vehicle Operator shall report for work with proper rest and good health. Contractor shall monitor the total hours worked for each Vehicle Operator.
6.5.2 Vehicle Operator shall adhere to speed limits and parking restrictions.
6.5.3 Vehicle Operator shall use interior lighting of the vehicle at night to provide for safe RIDE Customer egress from the vehicle.
6.5.4 Vehicle Operator shall not drop off RIDE Customers into the path of traffic or at any location that would impede traffic or compromise the safety of the RIDE Customers or others.
6.5.5 Vehicle Operator shall operate heating and air conditioning systems so as to provide for the comfort of RIDE Customers. Heating and air conditioning units shall be operational at all times.
6.5.6 If Contractor is providing WAVs with lifts or ramps in its Service, Vehicle Operator shall operate vehicle lifts from outside of the vehicle using a remote device operated via pigtail or other means. Vehicle Operator shall provide assistance to RIDE Customers using adaptive devices in entering and exiting the lift platform and the vehicle. In addition, if space allows, Vehicle Operator shall accompany the RIDE Customers riding on the lift. Vehicle Operator shall also provide assistance to ambulatory RIDE Customers who request to use the lift to enter and exit the vehicle.
6.5.7 The Vehicle Operator shall ensure that all vehicle occupants properly use securement devices, including seatbelts and shoulder harnesses. The Vehicle Operator is required to properly secure (lock-down or tie-down) wheelchairs, in addition to the proper use of seatbelts.
6.5.8 The Vehicle Operator shall secure strollers, mobility devices, and any other equipment brought by RIDE Customers that may need to be secured during transportation.
6.5.9 Each passenger seat must be equipped with a seat belt and a shoulder harness (if necessary) and each wheelchair securement position must be equipped with a securement device meeting ADA standards, a seat belt, and a shoulder harness. All mobility aids located in the wheelchair securement area must be secured using the system provided.
6.5.10 Contractor shall ensure zero-tolerance for incidents resulting from a failure to secure RIDE Customers properly, promptly removing Vehicle Operators or other personnel from the contract who have done so.

7 INTEGRATED TRIPS
7.1 GENERAL REQUIREMENTS
7.1.1 Contractor shall provide MBTA and TRAC the ability to schedule Integrated Trips, in accordance with this Section 7. If Contractor chooses to provide both Integrated and On-Demand Trips, the MBTA may, in its sole discretion, choose to implement one or both Delivery Models. If Contractor chooses not to provide Integrated Trips, Contractor shall provide On-Demand Trips, in accordance with Section 8.
7.2 RIDE CUSTOMER OPT-IN PROCESS

7.2.1 MBTA shall provide RIDE Customers the option to choose to receive Integrated Trips from only the available list of NDSP Contractors.

7.2.2 RIDE Customer Opt-In Agreement:

7.2.2.1 MBTA and Contractor shall jointly agree on a RIDE Customer Opt-in Agreement, which all RIDE Customers must execute in order to be made eligible for Contractor’s Integrated Trips.

7.2.2.2 Contractor shall not object to the inclusion of any language currently used for the RIDE Customer Opt-In process for the Provider Options Pilot (see Section 16.3 APPENDIX C: PROVIDER OPTIONS PILOT – CUSTOMER CONSENT).

7.2.2.3 At a minimum, under the Customer Opt-in Agreement, MBTA shall have RIDE Customers provide written or oral agreement that, by opting into Contractor’s Integrated Trip Service, the RIDE Customer consents to Contractor’s standard terms and conditions of service, and understands that Contractor’s Service may deviate from The RIDE’s Complementary ADA paratransit service in the following ways:

7.2.2.3.1 Contractor Vehicle Operators may not have any training in assisting passengers with physical, cognitive, psychiatric, or vision-related disabilities;

7.2.2.3.2 Contractor Vehicle Operators are not required to offer assistance for RIDE Customers to and from the vehicle (i.e., “door-to-door” service);

7.2.2.3.3 Contractor Vehicle Operators may not be tested for drugs or alcohol;

7.2.2.3.4 Contractor Vehicle Operators do not need to wait more than five minutes from the later of the scheduled time of pick-up, or actual time of vehicle arrival, for the RIDE Customer to reach the vehicle;

7.2.2.3.5 Contractor Vehicle Operators may not be aware that they are providing trips to RIDE Customers; and

7.2.2.3.6 RIDE Customer’s name, mobile phone number, and their trip’s pick-up and drop-off addresses, will be shared between Contractor and MBTA for purposes of booking trips on Contractor’s platform, and this trip-related information may be stored in Contractor’s database consistent with Contractor’s customer privacy policies and terms of service.

7.3 RESERVATIONS

7.3.1 All Integrated Trips shall be booked by RIDE Customers, no later than 5:00 PM on the day before the scheduled Trip date, by utilizing all available booking methods provided by the MBTA, TRAC, and Routematch.

7.4 SCHEDULING

7.4.1 Day-Before Trip Scheduling

7.4.1.1 TRAC shall determine which booked trips will be shifted to the Contractor as an Integrated Trip. TRAC shall make this determination based on a range of factors, potentially including but not limited to the following:

7.4.1.1.1 Stated RIDE Customer preference;

7.4.1.1.2 Contractor’s Service Level;
7.4.1.1.3 Contractor’s cost and service quality, as assessed by MBTA and TRAC over the duration of the Contract period;

7.4.1.1.4 Contractor’s ability to serve trips on a “stand-by” or emergency basis on the day of service;

7.4.1.1.5 Contractor’s geographic coverage;

7.4.1.1.6 Contractor’s available vehicle type (e.g., WAV, sedan);

7.4.1.1.7 Contractor’s capacity;

7.4.1.1.8 The estimated time of arrival of Contractor’s vehicles;

7.4.1.2 TRAC shall schedule all of Contractor’s Integrated Trips no later than 8:00 PM on the day before service.

7.4.1.3 If using Routematch, Contractor shall access Routematch to determine which Integrated Trips that TRAC has assigned that Contractor to serve on the following day.

7.4.1.4 Contractor Software-Specific Scheduling Requirements:

7.4.1.4.1 Contractor shall allow TRAC to batch schedule Integrated Trips, such that TRAC can upload a list of Integrated Trips onto Contractor’s platform, or send a list of Integrated Trips to Contractor by e-mail. For batch scheduling, Contractor shall specify the format of the Integrated Trip Manifest (e.g., a CSV file with the required fields). Additionally, contractor shall allow TRAC to manually schedule Integrated Trips, such that TRAC can enter individual Integrated Trip information directly on to Contractor’s platform.

7.4.1.4.2 In addition to batch scheduling and manual scheduling, MBTA and Contractor may work together to develop an application programming interface (API) integration between Routematch and Contractor Software to be priced as an option in Price Proposal, such that TRAC personnel would be able to use Routematch to place RIDE Customer trips on Contractor’s platform, and pull RIDE Customer trips off of Contractor’s platform in order to schedule these trips on DSPs or with other NDSP Contractors.

7.4.1.5 Acceptance, Rejection, and Fulfillment of Assigned Integrated Trips

7.4.1.5.1 On a monthly basis, or more frequently, Contractor and MBTA shall mutually establish Contractor’s Weekday Trip Capacity and Weekend Trip Capacity based on Contractors stated capacity to deliver trips and prior performance.

7.4.1.5.2 Contractor shall reject and return to TRAC any trips that Contractor does not expect to be able to serve by 9:00 PM on the day before service.

7.4.2 Stand-By Trip Scheduling

7.4.2.1 Contractor shall attempt to fulfill any Integrated Trip that TRAC assigns on the day of service (“Stand-By Trips”).

7.4.2.2 MBTA shall not hold Contractor accountable for any Stand-By Trips not accepted and returned to TRAC, regardless of Contractor’s Weekday Trip Capacity or Weekend Trip Capacity.

7.5 ROUTEMATCH-SPECIFIC DISPATCHING REQUIREMENTS

7.5.1 TRAC shall be responsible for the management of all Integrated Trips, including the following functions:
7.5.1.1 TRAC shall respond to all RIDE Customer inquiries regarding the location of an assigned vehicle, or its estimated time of arrival.

7.5.1.2 TRAC may remove Integrated Trips from Contractor-assigned routes and place such Integrated Trips on the routes of DSPs or other NDSP Contractors.

7.5.1.3 TRAC shall record all Integrated Trip cancellations on Routematch, such that Contractor and the relevant Vehicle Operator are immediately notified that the trip no longer requires service.

7.5.2 Contractor’s Vehicle Operators shall otherwise use their in-vehicle tablets to communicate with TRAC, as necessary, in accordance with the requirements of Section 6.3.

7.6 CONTRACTOR SOFTWARE-SPECIFIC DISPATCHING REQUIREMENTS

7.6.1 Contractor shall dispatch and manage all Accepted Trips.

7.6.2 Contractor shall provide a trip-tracking mechanism allowing TRAC’s dispatchers to monitor each trip, and to determine, at a minimum, whether the trip was completed and on-time, completed and late, cancelled by the RIDE Customer, no-showed by the RIDE Customer, or no-showed by Contractor.

7.6.3 Contractor may, at no charge to RIDE Customers, offer a mobile friendly trip-tracking mechanism that allows the RIDE Customer to see where their vehicle is prior to pick-up.

7.6.4 Contractor shall not charge MBTA or any of its partners to access APIs that would allow it to track an Integrated Trip.

7.6.5 If Contractor chooses to create an API between Contractor Software and Routematch, Contractor may satisfy requirements of Section 7.6.7 by providing Routematch relevant real-time vehicle information back for Routematch to automatically process RIDE Customer communications.

7.6.6 Contractor shall automatically redirect to other Contractor vehicles any Accepted Trips that Contractor’s Vehicle Operators cancel or are unable to deliver.

7.6.7 Pre-Trip Communication Procedures

7.6.7.1 All requirements established in Section 7.6.7 shall be satisfied by API, SMS or automated phone call.

7.6.7.2 One hour prior to scheduled pick up time for Integrated Trips, Contractor shall send the RIDE Customer the estimated time of arrival.

7.6.7.3 Upon dispatch of the RIDE Customer’s Integrated Trip, Contractor shall send the RIDE Customer the estimated time of arrival; Vehicle Operator or dispatch phone number; and vehicle information (license plate number, at minimum).

7.6.7.4 Contractor shall additionally notify the RIDE Customer of any changes to the RIDE Customer’s Integrated Trip, including the estimated time of arrival, Vehicle Operator information or vehicle license plate number.

7.6.7.5 Contractor shall allow for Vehicle Operators, RIDE Customers, and TRAC personnel monitoring Contractor’s Integrated Trips to communicate via text or call prior to pick-up.

7.6.8 Trip Cancellation Procedures

7.6.8.1 Should the RIDE Customer cancel an Integrated Trip prior to pick-up by contacting TRAC, TRAC shall enter this cancellation on Contractor’s platform.

7.6.8.2 Should Contractor also provide RIDE Customers a phone number or other option to contact Contractor for cancellations, Contractor shall notify TRAC of these cancellations immediately.
7.6.8.3 Contractor shall allow any Integrated Trips scheduled on Contractor vehicles to be either cancelled or moved to another provider. MBTA shall pay any Standard Cancellation Fees imposed by Contractor for trips cancelled less than 30 minutes prior to the scheduled pick-up time.

7.7 PAYMENT RULES AND PROCEDURES

7.7.1 Contractor shall not charge RIDE Customers for any Integrated Trip.

7.7.2 MBTA shall pay Contractor the full cost of any Integrated Trip, and shall collect from RIDE Customers any Co-Pays or fares that MBTA sets for Integrated Trips.

8 ON-DEMAND TRIPS

8.1 GENERAL REQUIREMENTS

8.1.1 Contractor shall provide On-Demand Trips to RIDE Customers in accordance with this Section 8. If Contractor chooses not to provide On-Demand Trips, Contractor shall provide Integrated Trips, in accordance with Section 7.

8.1.2 If Contractor chooses to provide both Integrated and On-Demand Trips, the MBTA may, in its sole discretion, choose to implement one or both Delivery Models.

8.1.3 Contractor shall fulfill all requirements in Section 8 using Contractor Software.

8.2 RIDE CUSTOMER SIGN-UP PROCESS

8.2.1 Contractor shall develop a co-branded, secure landing page for RIDE Customers to request to participate in Contractor’s On-Demand Program.

8.2.2 Contractor’s landing page shall require RIDE Customers who wish to enroll in Contractor’s On-Demand Program to:

8.2.2.1 Accept Contractor’s standard terms and conditions of service, and to accept that for purposes of any trip provided through Contractors’ On-Demand Program, RIDE Customers are customers of Contractor, and are not customers of MBTA;

8.2.2.2 Provide RIDE Customer information to be validated, including name, phone number, email address, and RIDE ID; and

8.2.2.3 Indicate their preferred method of booking (see Section 8.3)

8.2.3 Contractor shall be responsible for ensuring that all RIDE Customers who wish to enroll have signed up for all Contractor services required for participation, including, but not limited to, having a preexisting account with the Contractor. In the event the RIDE Customer has not signed up for the required Contractor services, the Contractor shall advise the RIDE Customer on how to do so.

8.2.4 Contractor shall send to the MBTA on a weekly basis a list of RIDE Customer sign-up requests, which is to include all data collected via Contractor’s landing page.

8.2.5 MBTA shall validate RIDE Customer sign-up requests and provide Contractor with a list of Approved On-Demand RIDE Customers.

8.2.6 For each Approved On-Demand RIDE Customer, Contractor shall provide MBTA the e-mail and phone number associated with the account that the Approved On-Demand RIDE Customer has with Contractor.
8.2.7 Contractor shall disclose in writing to any Approved On-Demand RIDE Customer that Contractor’s policy is to provide MBTA with the e-mail and phone number associated with the RIDE Customer’s On-Demand account.

8.2.8 Contractor and MBTA shall together establish a process by which RIDE Customers will receive notification of whether they have been approved or denied for Contractor’s On-Demand Program, along with any further instructions on setting up necessary accounts with Contractor, the On-Demand Trip booking process, payment rules, and any relevant program restrictions.

8.2.9 Contractor shall store a record or recording of the sign-up.

8.2.10 Contractor and MBTA may establish additional sign-up methods, such as by mail or phone call.

8.3 BOOKING PROCESS

8.3.1 Application-based Service

8.3.1.1 Contractor shall provide Approved On-Demand RIDE Customers a mobile application booking option, such that Approved On-Demand RIDE Customers with smartphones can use Contractor’s mobile application to reserve trips and monitor dispatched vehicles. The following application interface rules shall apply:

8.3.1.1.1 The application shall display, at the time of each RIDE Customer’s trip request, the estimated RIDE Customer Co-pay amount (as defined below, Section 8.5).

8.3.1.1.2 The application shall inform the RIDE Customer of the number of On-Demand Trips that remain within a given time period (i.e., application displays there are three remaining MBTA-subsidized trips in the month of March).

8.3.1.1.3 The application shall be accessible to blind or visually impaired RIDE Customers in compliance with WCAG 2.0, or successor standards (see Section 16.10: APPENDIX J: WCAG 2.0 STANDARDS).

8.3.2 Call-In Service

8.3.2.1 Contractors may provide a “call-in” booking option, through which RIDE Customers who are not able to use Contractor’s smartphone application would instead be able to book trips by calling a Contractor-affiliated call center.

8.3.2.2 MBTA shall pay Contractor, on a per-trip basis, the On Demand Call Center Fee as supplied by Contractor in Cost Form C1.

8.3.3 Web-based Service

8.3.3.1 Contractor may provide RIDE Customers a secure web-based booking option, through which RIDE Customers who are not able to use Contractor’s smartphone application would instead be able to book trips on Contractor’s website. For Web-based Service, the requirements pertaining to Application-based Service (Section 8.3.1) shall similarly apply.

8.4 SERVICE CONSTRAINTS

8.4.1 Contractor shall be responsible for determining, at the time of each On-Demand Trip request, if the trip is an On-Demand Trip, and is thus eligible for a MBTA Subsidy (see Section 8.5), based on the following information:
8.4.1.1 The geographic area where On-Demand Trips are available (the MBTA shall initially allow On-
Demand Trips throughout the entire RIDE Service Area, though may subsequently limit On-
Demand Trips to certain regions, or may set different prices for trips depending on their origin or
destination);

8.4.1.2 Time periods during which On-Demand Trips are available (the MBTA shall initially allow On-
Demand Trips to be booked between 5:00AM and 1:00AM, though may subsequently limit On-
Demand Trips to certain time periods, or may set different prices for trips depending on the trip’s
request time);

8.4.1.3 The RIDE Customer’s Trip Allocation (i.e., whether the RIDE Customer has exhausted all of
their allotment);

8.4.1.4 Any limits on the vehicle or ridesharing modes available (e.g., MBTA could restrict the MBTA
Subsidy only to Shared Trips);

8.4.1.5 Any limits on Vehicle type or category available to RIDE Customers under this Scope of Work.

8.5 PAYMENT RULES AND PROCEDURES

8.5.1 MBTA shall from time to time assign an On-Demand Benefit Level to each RIDE Customer
enrolling in Contractor’s On-Demand Program. Each On-Demand Benefit Level sets a
corresponding:

8.5.1.1 Base RIDE Customer Co-Pay, which sets the minimum amount the RIDE Customer will pay for
each allowed trip type. For example, an On-Demand Program could offer Shared Trips to RIDE
Customers for a Co-Pay of $2, and Non-Shared Trips for a Co-Pay of $6.

8.5.1.2 Maximum MBTA Subsidy, which sets the maximum amount MBTA will contribute towards any
total trip cost. For example, an On-Demand Program could offer a Maximum MBTA Subsidy of
$40, meaning that, for a Non-Shared Trip that costs $48, the RIDE Customer would pay $8, and
the MBTA would pay $40.

8.5.1.3 Trip Allocation, which sets the number of subsidized trips the RIDE Customer will receive each
month. For example, an On-Demand Program could offer enrolled RIDE Customers somewhere
between two and 40 On-Demand Trips per month.

8.5.2 Contractor shall allow MBTA to set at least 10 unique On-Demand Benefit Types. For example,
an On-Demand Program could include 10 unique On-Demand Benefit Types, since every RIDE
Customer enrolled is entitled to either the standard or the promotional Co-Pays, and MBTA
assigns each RIDE Customer one of five possible Trip Allocations: 2, 10, 20, 30, and 40. As a
result, there are 10 possible On-Demand Benefit Types.

8.5.3 MBTA shall determine the structure of the MBTA Subsidy and RIDE Customer Co-Pay, and
Contractor shall be able to implement Co-Pay and MBTA Subsidy on a per trip basis, such that
RIDE Customers are charged a Co-Pay on each trip, with the MBTA paying the MBTA Subsidy
(i.e., a $40 MBTA Subsidy and $2 Co-Pay for a total trip cost of $50 would trigger a RIDE
Customer Co-Pay of $10 and an MBTA Subsidy of $40).

8.5.4 Contractor shall implement any changes to the MBTA Subsidy and RIDE Customer Co-Pay
structure, or to any RIDE Customer’s Trip Allocation, on or by the first day of the next month.
MBTA shall notify Contractor of any changes 10 days prior to the first day of the next billing
period (i.e., if on March 10, MBTA requests that the maximum per-trip MBTA Subsidy be
increased, that rule shall take effect no later than or on the first day in April).
8.5.5 Contractor shall charge the Total RIDE Customer Co-pay (i.e., the Base RIDE Customer Co-Pay plus any Co-Pay Overage) to the RIDE Customer’s payment method the RIDE Customer provided to the Contractor.

8.5.6 Contractor shall charge the MBTA the MBTA Subsidy, provided that the trip satisfies all of constraints set by MBTA under Section 8.

8.5.7 Contractor shall bear the cost of the MBTA Subsidy for any trip that it applies the MBTA Subsidy to outside these constraints (i.e., MBTA shall not owe any calculated MBTA Subsidy on any trip that Contractor should not have approved as an On-Demand Trip).

8.6 RIDE CUSTOMER SUPPORT

8.6.1 RIDE Customer Contact Options

8.6.1.1 Contractor shall, at a minimum, provide RIDE Customers an e-mail address or secure and accessible web portal for the submission of RIDE Customer support, inquiries, or complaints regarding its Service. Contractor may further provide a phone number that RIDE Customers may call for this purpose.

8.6.1.2 MBTA shall provide a dedicated e-mail address and dedicated phone number for the submission of RIDE Customer support inquiries or complaints regarding the Contractor’s Service.

8.6.2 RIDE Customer Support

8.6.2.1 MBTA shall attempt to answer all RIDE Customer inquiries or complaints it receives regarding Contractor’s On-Demand service (see Section 9.1). MBTA shall respond to all RIDE Customer inquiries regarding RIDE Customer eligibility for On-Demand service, the sign-up or opt-in process for receiving these trips, as well as general information regarding the reservations and scheduling procedures.

8.6.2.2 Contractor shall make all reasonable attempts to answer all RIDE Customer inquiries it receives regarding its Service.

8.6.2.3 MBTA and Contractor shall redirect to the other party any inquiry that it is unable to resolve on its own.

8.6.2.4 Contractor shall answer all RIDE Customer support inquiries within 24 hours of receipt, whether the inquiry is sent directly by the RIDE Customer, or forwarded to Contractor by MBTA.

8.6.3 Contractor shall provide necessary technical assistance within 24 hours of any request for support, including requests:

8.6.3.1 To inform the MBTA of whether Contractor has activated a RIDE Customer’s On-Demand Benefit Level (if MBTA is not provided direct access to this information);

8.6.3.2 To activate, or re-activate, any RIDE Customer’s On Demand Benefit Level (if MBTA is not provided direct access to this ability);

8.6.3.3 To change the e-mail address and/or phone number associated with a RIDE Customer’s On-Demand account (if MBTA is not provided the ability to make these changes).
9  **ADMINISTRATION**

9.1  **COMPLAINTS**

9.1.1 MBTA shall monitor RIDE Customer feedback on an on-going basis. As part of this effort, MBTA distinguishes between Complaints and Issues. MBTA shall track and monitor the number and resolution of Issues for each Contractor.

9.1.2 MBTA shall be responsible for taking all service Complaints related to Integrated Trips and assigning each Issue to the appropriate Contractor for response.

9.1.3 For any Issues that MBTA assigns to Contractor, Contractor shall ensure expeditious Investigation and equitable resolution, including gathering all the necessary information and conducting phone interviews.

9.1.4 If Contractor receives a Complaint directly from a RIDE Customer related to an Integrated Trip, Contractor shall not take the Complaint and instead shall notify RIDE Customers that their Complaints must be filed with the MBTA to ensure that they are fully addressed.

9.1.5 Contractor shall submit all Issue Responses to MBTA for approval and notify MBTA of the submission. MBTA shall review the Issue Response within three (3) calendar days of receipt and, if adequate, will send approval to Contractor. If approval is denied, Contractor shall conduct additional Investigation and refinement of the Issue Response and resubmit to the MBTA for approval.

9.1.6 If provided by MBTA, Contractor shall utilize standardized Issue Response formats.

9.1.7 After MBTA approval is granted, Contractor shall send the Issue Response to the RIDE Customer. The response shall be sent via the RIDE Customer’s preferred method of communication within ten (10) calendar days of the Complaint being filed and Contractor shall notify MBTA of the sent response date. No responses shall be sent without approval from MBTA.

9.1.8 MBTA reserves the right to change the Complaint process and procedures.

9.1.9 Contractor shall immediately notify the MBTA of the following incidents:

9.1.9.1 Any Complaint alleging discriminatory conduct by a Vehicle Operator (e.g., a denial of service to a RIDE Customer with a service animal);

9.1.9.2 Any vehicle accident or medical emergency involving a RIDE Customer.

9.2  **PUBLIC OUTREACH**

9.2.1 The MBTA will communicate with the media, convene all public meetings, and approve all content distributed to the public.

9.2.2 Contractor shall not engage in any publicity regarding The RIDE or Contractor’s Service without prior written approval of the MBTA, and shall not communicate with the print, television, radio or electronic media without the prior, express written approval of the MBTA. All inquiries from the press, local, state and federal agencies, or public interest or private for-profit or non-profit interest groups directed to Contractor shall be redirected to the MBTA.

9.2.3 Contractor is prohibited from conducting eligibility outreach or marketing of The RIDE or this Contract’s Services except as specifically authorized by the MBTA.

9.2.4 The Contractor shall participate in public outreach and meetings as requested by the MBTA. The Contractor shall make available appropriate staff for these activities, as requested by the MBTA. Meetings may take place during regular work hours, evenings, or weekends.
9.3 **CUSTOMER OUTREACH & MARKETING**

9.3.1 Contractor and MBTA will work jointly to design a cost-effective and measurable outreach and communication strategy regarding Contractor’s Service.

9.3.2 Contractor shall bear the expense of any advertising, marketing or outreach that Contractor and MBTA agree to provide.

**10 QUALITY ASSURANCE**

10.1 **MBTA MONITORING AND INSPECTION**

10.1.1 At any time during the course of this Contract, MBTA may implement customer satisfaction surveys or a mystery shopper program to measure customer satisfaction and monitor Contractor compliance and Vehicle Operator behavior.

**11 REPORTING**

11.1 **GENERAL REQUIREMENTS**

11.1.1 Contractor shall be responsible for providing any and all data pertaining to its Service as requested by the MBTA or TRAC and in accordance with NTD, FTA and ADA requirements and guidelines.

11.2 **ADDITIONAL REPORTS**

11.2.1 **Complaint Data:** On a monthly basis, Contractor shall provide to MBTA aggregate data on the types of Complaints filed by RIDE Customers for Contractor’s Integrated and On-Demand services.

11.2.2 **Employee Matrix:** Contractor shall develop and maintain an Employee Matrix identifying the employees for each job function assigned to this contract (“Employee Matrix”). Contractor shall update MBTA at a minimum frequency of once per month on any changes to the Employee Matrix.

11.3 **CONTRACTOR SOFTWARE-SPECIFIC REPORTING REQUIREMENTS**

11.3.1 **Integrated Trips Reporting and Reconciliation**

11.3.1.1 Contractor shall work with MBTA over the duration of the Contract to improve or refine its Integrated Trip reporting and reconciliation processes, and shall make reasonable efforts to provide greater detail upon the MBTA’s request.

11.3.1.2 **Integrated Trip Daily Queries:** Contractor shall provide MBTA and TRAC the ability to determine the outcomes of any Assigned Trip.

11.3.1.3 **Integrated Trip Reports:**

11.3.1.3.1 On a weekly basis, or more frequently, Contractor shall send to MBTA an Integrated Trip Report that includes, at a minimum, the following information for each scheduled Integrated Trip:

11.3.1.3.1.1 Unique Trip identification number (initially assigned by TRAC);

11.3.1.3.1.2 Pick-up location (specified to, at a minimum, the pick-up zip code);
11.3.1.3.1.3 Drop-off location (specified to, at a minimum, the drop-off zip code);
11.3.1.3.1.4 Dispatch time (the hour and minute when the vehicle was assigned the trip);
11.3.1.3.1.5 Actual pick-up time (specified as the time of vehicle arrival at pick-up location, to, at a minimum, hours and minutes local time);
11.3.1.3.1.6 Actual drop-off time (specified as the time of vehicle arrival at drop-off location, to, at a minimum, hours and minutes local time);
11.3.1.3.1.7 Whether trip was booked as a Shared Trip or Non-Shared Trip;
11.3.1.3.1.8 Vehicle type (e.g., standard sedan, WAV);
11.3.1.3.1.9 Trip outcome (e.g., completed, RIDE Customer no-show);
11.3.1.3.1.10 Total Accepted Trip cost;
11.3.1.3.1.11 Any trip fees (if applicable), including cancellation fees, no-show fees, wait fees, etc. that make up any part of the total Accepted Trip cost;
11.3.1.3.1.12 Total Accepted Trip mileage (specified to the nearest 0.1 miles); and
11.3.1.3.1.13 Total Accepted Trip duration (specified to the nearest minute).

11.3.1.3.2 If Contractor and MBTA have not integrated Routematch and Contractor Software (see Section 7.4.1.4.2), then Contractor and MBTA shall establish procedures by which TRAC may reconcile the information in Contractor’s Integrated Trip Reports with the information initially stored in Routematch upon trip reservation. In this event, Contractor shall, at a minimum, make Integrated Trip Reports available to MBTA in the format specified in Section 16.2: APPENDIX B: PREFERRED INTEGRATED TRIP REPORT TEMPLATE.

11.3.1.3.3 If Contractor and MBTA are able to integrate Routematch with Contractor Software (see Section 7.4.1.4.2), Contractor Software shall automatically provide Routematch the above information fields, and such information shall be reconciled automatically.

11.3.2 On-Demand Reporting

11.3.2.1 Contractor shall work with MBTA over the duration of the Contract to improve or refine its On-Demand Trip reporting, and shall make reasonable efforts to provide further detail upon the MBTA’s request.

11.3.2.2 On-Demand Trip Reports:

11.3.2.2.1 Contractor shall send to MBTA an On-Demand Trip Report that includes, at a minimum, the following information for each completed On-Demand Trip, on a monthly basis or more frequently as requested by the MBTA:

11.3.2.2.1.1 Unique RIDE Customer Identification Number (assigned by MBTA);
11.3.2.2.1.2 Pick-up location (specified to, at a minimum, five digit latitude/longitude and zip code);

11.3.2.2.1.3 Drop-off location (specified to, at a minimum, five digit latitude/longitude and zip code);

11.3.2.2.1.4 Estimated Time of Arrival (ETA) (specified as the estimated elapsed time between the RIDE Customer submitting the request for an On-Demand Trip and the anticipated pick-up time, to the nearest minute);

11.3.2.2.1.5 Actual pick-up time (specified as the time of vehicle arrival at pick-up location, to, at a minimum, hours and minutes local time);

11.3.2.2.1.6 Actual drop-off time (specified as the time of vehicle arrival at drop-off location, to, at a minimum, hours and minutes local time);

11.3.2.2.1.7 Whether trip was booked as a Shared Trip or Non-Shared Trip;

11.3.2.2.1.8 Vehicle type (e.g., sedan, WAV);

11.3.2.2.1.9 Total On Demand Trip cost;

11.3.2.2.1.10 Any fees (if applicable), including cancellation fees, no-show fees, wait fees, etc., or any tips paid by RIDE Customer, that make up any part of the Total On Demand Trip cost;

11.3.2.2.1.11 Total On Demand Trip mileage (specified to the nearest 0.1 miles);

11.3.2.2.1.12 Total On Demand Trip duration (specified to the nearest minute);

11.3.2.2.1.13 MBTA Subsidy amount (see Section 8.5); and

11.3.2.2.1.14 Co-Pay amount (see Section 8.5).

11.3.2.2 Contractor shall send to MBTA an On-Demand Trip Report that includes, at a minimum, the following information in aggregate, on a monthly basis or more frequently as requested by the MBTA:

11.3.2.2.2.1 RIDE Customer Cancellations by vehicle type (specified as any On-Demand Trip cancelled by a RIDE Customer broken down by service used, e.g., WAV, sedan);

11.3.2.2.2.2 Vehicle Operator Cancellations by vehicle type (specified as any On-Demand Trip cancelled by a Vehicle Operator broken down by service used, e.g., WAV, sedan);

12 SAFETY PROGRAM

12.1 OPT-IN SAFETY

12.1.1 See Section 6.5 for Opt-In Scope of Work safety requirements.
13 **MOBILIZATION**

13.1 **GENERAL REQUIREMENTS**

13.1.1 Contractor shall have its Service(s) fully established and available for scheduling of Integrated or On-Demand Trips (or both) no later than November 12, 2020.

13.1.2 Contractor and MBTA may work together to establish these Services earlier than November 12, 2020.

13.1.3 The MBTA reserves the right to withhold payment to Contractor subject to completion of any Mobilization Milestones included in Contractor’s Mobilization Plan.

13.2 **MOBILIZATION PLAN**

13.2.1 Contractor shall submit to the MBTA a draft Mobilization Plan, which shall incorporate the Mobilization Milestones listed under Section 13.2.4.

13.2.2 Contractor may propose alterations to the MBTA’s Mobilization Milestone dates for approval, provided any such modifications are justified by Contractor’s overall mobilization approach.

13.2.3 The Contractor shall submit all plans and documents for review and accomplish all other activities by the indicated dates. Any delays by the Contractor to submit plans and documents may impact MBTA timeframes to review and deliver feedback. MBTA will review all plans, documents, policies, and other submittals within seven business days and return such to the Contractor for any corrections/modifications, and resubmission, as needed. The Contractor shall resubmit plans and documents with required corrections/modifications within seven business days of receiving feedback from the MBTA.

13.2.4 **Mobilization Milestones:**

13.2.4.1 By July 15, 2020:

- 13.2.4.1.1 The MBTA and Contractor shall agree upon a final Mobilization Plan.
- 13.2.4.1.2 Contractor shall provide an updated Employee Matrix, as outlined under Section 11.2.2.
- 13.2.4.1.3 Contractor shall provide a fleet or platform update (“Fleet Status Update” or “Platform Status Update”) providing the number of vehicles and Vehicle Operators that are available, within Contractor’s chosen service area, to provide Integrated or On-Demand Trips, along with an approximate number of trips (per day) currently being served by these Vehicle Operators.
- 13.2.4.1.4 If using Contractor Software, Contractor shall, at its own expense, provide MBTA and TRAC access to Contractor’s software, and shall be available to demonstrate its use for Integrated Trips (if Contractor plans to provide Integrated Trips) to MBTA and TRAC.

13.2.4.2 By August 15, 2020:

- 13.2.4.2.1 Contractor shall demonstrate to the MBTA that it has contracted with all third parties whose involvement is necessary to Contractor’s fulfillment of the Scope of Work.
13.2.4.2.2 If Contractor is proposing to expand its current service area of operations in The RIDE Service Area to serve this Contract, or is establishing a new operation within The RIDE Service Area, Contractor shall submit a final Expansion Plan that details how Contractor will increase its geographic reach and trip capacity from its current state.

13.2.4.2.3 Contractor shall provide to MBTA its vehicle safety and maintenance requirements. Contractor shall ensure that all vehicles utilized are in compliance with provided requirements.

13.2.4.2.4 Contractor and MBTA shall reach an agreement on a RIDE Customer Opt-In form, as referenced in Sections 7.2 and 8.2.

13.2.4.2.5 Contractor shall develop a business code of conduct (“Contractor’s Code of Conduct”) for its employees and submit it to the MBTA for review and approval.

13.2.4.2.6 Contractor shall submit the final Training Plan and materials for MBTA review.

13.2.4.2.7 If Contractor is providing Integrated Trips, Contractor shall provide a sample version of Integrated Trip Report to MBTA for approval.

13.2.4.2.8 If using Contractor Software and Contractor is providing On-Demand Trips and a smartphone application, Contractor must share access to its smartphone application with the MBTA.

13.2.4.2.9 MBTA and Contractor shall reach an agreement on the design, manufacture, and distribution of MBTA branded items, including identification badges, vehicle identification, and any required branded uniforms.

13.2.4.3 By November 12, 2020:

13.2.4.3.1 If Contractor is providing Integrated Trips, Contractor shall demonstrate to MBTA that its fleet or platform has the capacity to serve a minimum of 100 trips per day within Contractor’s chosen service area. Contractor must also demonstrate its ability to accept 98% of Assigned Trips on a daily basis.

13.2.4.3.2 If using Contractor Software and Contractor is providing On-Demand Trips, Contractor shall demonstrate to MBTA that its smartphone application and/or call center is capable of scheduling On-Demand Trips with Reliability (see Definitions) above 98%, and an average ETA (see Definitions) under 20 minutes, within Contractor’s chosen service area.

14 Definitions

Capitalized terms used in this Scope of Work shall have the meanings set forth in this Section 14.


ADA Complementary Paratransit: Transportation service for individuals with disabilities who are unable to navigate or access the fixed route (i.e., train, bus) public transit system.

Accepted Trips: The subset of Assigned Trips that a Contractor agrees to fulfill on the day of service (see “Assigned Trips” and “Returned Trips”).

Approved On-Demand Customers: Any RIDE Customer who MBTA has determined is eligible for MBTA-subsidized trips provided by Contractor.
**Assigned Trips**: Integrated Trips that are assigned to a Contractor on the night before the day of service. All Assigned Trips are either accepted by the Contractor (“Accepted Trips”) or returned to TRAC (“Returned Trips”).

**Bidder**: An individual or organization proposing to enter into a Contract to provide a service to the MBTA.

**Complaint**: An individual instance of communication with one or more Issues about the RIDE service.

**Contract**: The document executed by the MBTA and the Contractor, in form and substance as set forth in the General Instructions to Bidder and Bid Form, Contract Terms and Conditions, Scope of Work, and Compensation and Pricing.

**Contractor**: The entity with which MBTA executes the Contract.

**Contractor Software**: Software that is provided and utilized by a Contractor to allow for the reservation, scheduling, and dispatching of trips.

**Co-Pay**: The portion of the total cost of an Assigned or On-Demand Trip that the RIDE Customer is responsible for paying. For On-Demand Trips the Co-Pay shall be collected by the Contractor; for Assigned Trips Co-Pay shall be collected by the MBTA.

**Dedicated Service Provider (DSP)**: A company retained by the MBTA to operate and maintain MBTA-owned revenue vehicles on a dedicated basis on which trips are scheduled.

**Delivery Model**: The method by which a trip may be booked and fulfilled by a RIDE Customer. The two Delivery Models being contemplated in this Request for Proposals are Integrated Booking and On-Demand Booking.

**Dynamic Pricing or Surge Pricing**: Trip-pricing methodologies, typically employed by transportation network companies, where the cost per minute or mile may change in response to changes in the real-time demand from riders and real-time supply of Vehicle Operators.

**Expansion Plan**: A detailed guide to be provided by the Contractor as part of the Mobilization Period if Contractor is proposing to expand its current geographic reach as part of serving this contract. The Expansion Plan shall be submitted to the MBTA during the Mobilization Period, and will include, but is not limited to, steps to increase geographic coverage, steps to increase capacity, and timeline.

**Guaranteed Assigned Trip Volume**: The number of Assigned Trips, per day, that MBTA guarantees to Contractor’s offering Standard Service.

**Integrated Trips (or Integrated Booking)**: Where a RIDE Customer books a trip through TRAC, and TRAC decides whether the RIDE Customer’s trip will be served by a NDSP or DSP. Contrast with On-Demand Booking.

**In-Vehicle Technology**: MBTA-specified technology, including tablets and Vehicle Audio and Video Data Recorders, used in each vehicle.

**Investigation**: The process by which the MBTA and/or Contractor shall research claims made as part of an Issue.

**Issue**: The specific grievance reported as part of a Complaint.

**Issue Response**: Any reply to an Issue by either the MBTA or the Contractor following an Investigation.

**Key Personnel**: Includes the Contractor’s Project Manager, Training Manager, and Safety Manager.

**Massachusetts Bay Transportation Authority or MBTA**: The political body and political subdivision of the Commonwealth of Massachusetts existing pursuant to Mass. Gen. Laws, ch. 161A (as amended). Also referred to herein as the “Authority”.
Maximum MBTA Subsidy: The maximum amount the MBTA will contribute towards any On-Demand Trip cost.

MBTA Subsidy: The actual amount the MBTA contributes towards the total On-Demand Trip cost.

Mobilization Period: The Mobilization Period will start at the date of the execution of the Contract and will continue until the service start date.

NTD: National Transit Database.

Non-Dedicated Service Provider (NDSP): A company retained by the MBTA to operate vehicles on a non-dedicated basis onto which trips are scheduled. NDSPs may be technology platforms, traditional taxi fleets, transportation brokerages, or other companies who work in tandem to provide transportation to The RIDE on an as-needed basis.

On-Demand Benefit Level: The set of defined RIDE Customer benefits available as part of the Contractor’s On-Demand Program, to include Co-Pay, Maximum MBTA Subsidy, and Trip Allocation.

On-Demand Trip (or On-Demand Booking): Where a RIDE Customer books a trip directly through an NDSP’s mobile application, website, or call center. Contrast with Integrated Booking.

On-Time (or On-Time Performance): An Assigned Trip is considered on-time if Contractor picks up the RIDE Customer within 15 minutes of the scheduled pick-up time.

Opt-In Service: One of two Service Levels provided by NDSPs, as contemplated in this request for proposals. Many of the requirements imposed on Standard Service providers are not imposed on Opt-In Service providers; as such, RIDE Customers will be required to opt-in to receiving Opt-In Service to be eligible. See Opt-In Scope of Work for all requirements.

Personal Care Attendant (PCA): Any person who accompanies the RIDE Customer for the purpose of providing travel and other assistance to the RIDE Customer.

Response: Technical Proposal and Price Proposal submitted by each Bidder to the MBTA in response to this RFP.

Returned Trips: The subset of Assigned Trips that a Contractor does not agree to fulfill on the day of service, and instead returns to TRAC to be served by other NDSPs or DSPs (see “Assigned Trips” and “Accepted Trips”).

RIDE Customer: Any person with a disability that prevents them from using the MBTA bus, subway, or trolley all or some of the time, who has applied for eligibility for The RIDE program, and has been certified as ADA eligible for paratransit service by the MBTA.

Routematch: Paratransit software licensed by MBTA that provides all reservations, scheduling, dispatching and reporting functions for trips provided to RIDE Customers by The RIDE’s DSPs.

Service Hours: Any hour (or fraction thereof) that a Contractor vehicle is available to accept Assigned Trips and/or On-Demand Trips requested by RIDE Customers.

Service Level: Either Standard Service or Opt-In Service. Each Service Level has a corresponding Scope of Work.

Service Type: Combinations of Service Levels (Standard or Opt-In) and software (Routematch or Contractor Software). See Section 15.4: RID D: SERVICE DISTINCTIONS for a summary of the key differences between each Service Type.

Shared Trip: An Integrated Trip in which the RIDE Customer is comingled with either other RIDE Customers or passengers utilizing the Contractor’s service through another means.
**Standard Cancellation Fees:** Any fees that may be administered against the MBTA by the Contractor in the event of an Assigned Trip cancellation less than 30 minutes prior to the scheduled pick up time, or as a result of a RIDE Customer not showing up for the Assigned Trip.

**Standard Service:** An MBTA paratransit compliant transportation service that is open to all current RIDE Customers. See Standard Scope of Work for all requirements.

**Stand-By Trips (or Same-Day Trips):** Integrated Trips that TRAC requests a Contractor serve on the same day (contrast with Assigned Trips).

**Reliability:** The measurement of a Contractor’s ability to complete On-Demand Trips. Reliability is defined as the percent of trips requested by RIDE Customers for the Contractor’s service that are completed by the Contractor.

**The RIDE:** MBTA’s ADA Complementary Paratransit service.

**The RIDE Access Center (TRAC):** The RIDE’s centralized call and control center. TRAC is responsible for reservations, scheduling, and dispatching. TRAC is operated under contract with a third party.

**The RIDE Eligibility Center (TREC):** The RIDE’s eligibility determination center. Individuals applying for eligibility as a RIDE Customer must appear in-person for a confidential interview with a Mobility Coordinator at The RIDE Eligibility Center. Specific transit use skills, abilities, and/or limitations will be identified and discussed for certification and re-certification. TREC is operated under contract with a third party.

**Trip Allocation:** The number of subsidized On-Demand Trips the RIDE customer will receive each month.

**Vehicle Operator:** Any employee, agent, subcontractor, or independent contractor who operates a vehicle used to provide service.

**Weekday Trip Capacity:** The maximum number of trips that Contractor permits MBTA or TRAC to schedule as Assigned Trips on Contractor’s service on weekdays (see Integrated Trips; Assigned Trips).

**Weekend Trip Capacity:** The maximum number of trips that Contractor permits MBTA or TRAC to schedule as Assigned Trips on Contractor’s service on weekends (see Integrated Trips; Assigned Trips).

**Wheelchair-Accessible Vehicle (or “WAV”):** A vehicle with a lift or ramp that can accommodate passengers who would remain in their wheelchair while boarding.
15. LIST OF REFERENCE INFORMATION DOCUMENTS ("RIDS")

15.1 RID A: THE RIDE GUIDE

15.2 RID B: SERVICE AREA MAP

15.3 RID C: TRAC SCOPE OF WORK

15.4 RID D: SERVICE DISTINCTIONS

15.5 RID E: THE RIDE UNIFORMS
16  APPENDICES

16.1  APPENDIX A: DRIVER/APPLICANT EXEMPTION PROCESS

[This section intentionally left blank]
## 16.2 APPENDIX B: PREFERRED INTEGRATED TRIP REPORT TEMPLATE

<table>
<thead>
<tr>
<th>Trip ID</th>
<th>Trip Duration</th>
<th>Trip Mileage</th>
<th>Fees</th>
<th>Accepted Trip Cost</th>
<th>Trip Outcome</th>
<th>Vehicle Type</th>
<th>Shared/Non-Shared</th>
<th>Actual Drop-Off Time</th>
<th>Actual Pick-Up Time</th>
<th>Dispatch Time</th>
<th>Drop-Off Location</th>
<th>Pick-Up Location</th>
</tr>
</thead>
</table>
16.3 APPENDIX C: PROVIDER OPTIONS PILOT – CUSTOMER CONSENT

In consideration for receiving approval to participate in POP, you have read and understood the information provided above, and hereby release, waive, discharge and covenant not to sue the Massachusetts Bay Transportation Authority or its consultants or subcontractors (MBTA) and their directors, officers, servants, agents and employees ("Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by you, or to any property belonging to you, while participating in POP, or while in, on, or upon the premises where POP is being conducted, or in any vehicle, place or places connected where the ride is taken pursuant to the POP.
16.5 APPENDIX E: PRE-EMPLOYMENT REQUIREMENTS

16.5.1 CORI Guidelines for All employees and Vehicle Operators

i. General Guidelines

Consideration shall be given to:
- a) Relevance of the crime to the position sought;
- b) The nature of the work to be performed;
- c) Time since the conviction;
- d) Age of the candidate at the time of the offense;
- e) Seriousness and specific circumstances of the offense;
- f) The number of offenses;
- g) Whether the candidate has pending charges;
- h) Any relevant evidence of rehabilitation or lack thereof;
- i) Any other relevant information, including information submitted by the candidate or requested by the Contractor.

ii. Specific Guidelines

1. Felony Convictions

   a) Felony convictions shall be assessed on an individual basis employing the General Guidelines and assessing such factors as the number of convictions, type and dates of crime(s) committed, as well as the length of incarceration and the relevance of the crime to the position held or sought.

   b) Depending upon an assessment of the CORI report, an individual may be deemed ineligible for employment, promotion, or transfer.

   c) In the event that more than ten (10) years has elapsed since the date of the felony conviction, or the end of a period of incarceration resulting therefrom (whichever is later), an individual may be deemed eligible for employment.

   d) However, if in the opinion of the Contractor, the nature of the crime and the candidate’s overall criminal record raises concern for public safety and/or may have a potentially negative impact on the Contractor’s business and/or operating interests, the candidate shall not be considered for employment, promotion or transfer. In the event that the candidate is a current employee of the Contractor, the candidate may be subject to termination of employment.

   e) Any determination regarding concern for public safety and/or the potentially negative impact on the Contractor’s business and/or operating interests shall be made by the Contractor.

2. Misdemeanor Convictions

   a) Misdemeanor convictions will be assessed on an individual basis employing the General Guidelines and assessing such factors as the number of convictions, type and dates of crime(s) committed, as well as the length of incarceration and the relevance of the crime to the position held or sought.
b) Applicants or employees will not be questioned about first convictions for the following misdemeanors: drunkenness, simple assault, speeding, minor traffic violations, affray or disturbance of the peace.

c) Applicants or employees will not be questioned about a conviction of a misdemeanor that is more than five years old unless there has been a subsequent conviction.

d) Depending upon an assessment of the CORI report, an individual may be deemed ineligible for employment, promotion, or transfer.

e) In the event that more than five (5) years has elapsed since the date of the misdemeanor conviction, or the end of a period of incarceration resulting (whichever is later), the candidate may be considered eligible for employment.

f) However, if in the opinion of the Contractor, the nature of the crime or the candidate’s overall criminal record raises concern for public safety and/or may have a potentially negative impact on Contractor’s business and/or operating interests, the candidate will not be considered for employment, promotion or transfer. In the event that the candidate is a current employee of the Contractor, the candidate may be subject to termination of employment.

g) Any determination regarding concern for public safety and/or the potentially negative impact on the Contractor’s business and/or operating interests shall be made by the Contractor.

3. Pending Cases

a) If a CORI inquiry results in the discovery of a pending/continued case(s), the Contractor will, by letter sent to the candidate’s address of record, instruct the candidate to obtain and deliver to the Contractor a court certified and numbered docket indicating final disposition(s) of any and all pending/continued cases within ten (10) business days of the date of Contractor’s letter. In the event that the candidate fails or is unable to provide the court certified final disposition for all matters within ten (10) business days, the candidate will not be considered for employment, promotion or transfer.

b) The Contractor shall not be required to hold open, beyond the above referenced ten (10) day period, any position for any candidate pending the disposition of an outstanding criminal matter(s).

c) In addition to the guidelines set forth herein above, it shall further be the policy of the Contractor that a compelling presumption shall exist that said applicant is unfit for Contractor employment, if any applicant has been convicted of a crime involving:

   a. criminal sexual activity
   b. violence constituting a felony
   c. controlled substances
   d. larceny such as theft or embezzlement
   e. driving under the influence of alcohol and/or drugs on more than one occasion

16.5.2 Driving Record Policy for Vehicle Operators and Safety Supervisors

i. A candidate for Vehicle Operator will not be considered for further employment with the Authority if he/she has a driving record containing any of the following:

   a. criminal sexual activity
   b. violence constituting a felony
   c. controlled substances
   d. larceny such as theft or embezzlement
   e. driving under the influence of alcohol and/or drugs on more than one occasion
1. An Automobile Law Violation(s) within the past 2 years;
2. An At-Fault Accident within the past 2 years;
3. A Major Traffic Law Violation within the past 5 years;
4. A license suspension in the past 5 years that resulted from one or more Automobile Law Violations;
5. Any license suspension resulting from a drug conviction (codified in Massachusetts at M.G.L. c. 90 Section 22) within past 10 years;
6. A conviction, a guilty plea, an assignment to a 24D program or a driver alcohol education program as an alternative disposition on a DWI charge, or a finding of responsibility or a continuance without a finding ("CWOF") of Driving Under the Influence ("DUI"), Driving While Intoxicated ("DWI"), Operating Under the Influence ("OUI") or like violations in other states or jurisdictions within the past ten (10) years;
7. A refusal of a breathalyzer test in the past 10 years;
8. An Interlock restriction on his/her driver's license in the past 10 years; or

ii. Driving Record Definitions:

1. At-fault Accident: Refers to any motor vehicle accident where the licensee was determined by a court, state agency, and/or insurance company to be more than 50% at fault for causing the accident.
2. Automobile Law Violation: synonymous in meaning and equal in scope to the definition contained in M.G.L c.90C, §1. This term encompasses any convictions, findings of responsibility, guilty pleas, and/or admissions to sufficient facts, including a continuance without a finding (“CWOF”), for both criminal and civil motor vehicle violations. It does not include a violation of any rule, regulation, order, ordinance, or by-law regulating the parking of motor vehicles.
3. Major Traffic Law Violation: refers to any convictions, findings of responsibility, guilty pleas, and/or admissions to sufficient facts, including a continuance without a finding (“CWOF”), for each of the major traffic law violations listed in Appendix A, at 211 CMR 92, including, but not limited to, driving to endanger or reckless driving, operating under the influence of liquor or narcotics, operating after revocation of license, and vehicular homicide.
16.6  APPENDIX F: CONTRACTOR RAMP UP SCHEDULE

   [This section intentionally left blank]
16.7 APPENDIX G: ROUTEMATCH TABLET MINIMUM REQUIREMENTS

1. OS
   - **OS**
     - Android 8.1 Oreo

2. Processor
   - **Processor Speed, Type**
     - Qualcomm MSM 8917

3. Battery
   - **Battery Type and Size**
     - Li-Ion 5000
   - **Internet Use Time**
     - Up to 12 hours

4. Memory
   - **Internal Memory**
     - 2GB(RAM) + 32GB
   - **External Memory/microSD™ Capacity**
     - microSD up to 400GB

5. Connectivity
   - **Wi-Fi**
     - 802.11 a/b/g/n 2.4+5GHz
   - **Bluetooth**
     - Bluetooth v4.2
   - **Bluetooth Profiles**
     - A2DP, AVRCP, DI, HID, HOGP, HSP, OPP, PAN
   - **Wi-Fi Direct**
     - Yes

6. Display
   - **Main Display Resolution**
     - 1280 x 800 (WXGA)
   - **Main Display Size**
     - 8.0" (203.1mm)
o Main Display Technology
  ▪ TFT

o Color Depth
  ▪ 16M

7. Key Features
   o GPS Navigation
     ▪ GPS, Glonass

8. Audio
   o Standard Features
     ▪ Audio Streaming
   o Audio Playing Format
     ▪ MP3, M4A, 3GA, AAC, OGG, OGA, WAV, WMA, AMR, AWB, FLAC, MID, MIDI, XMF, MXMF, IMY, RTTTL, RTX, OTA
   o Speaker
     ▪ Mono (1612 3.0t)

9. Video
   o Standard Features
     ▪ Video Streaming, Video Player
   o Video Playing Format
     ▪ MP4, M4V, 3GP, 3G2, WMV, ASF, AVI, FLV, MKV, WEBM

10. Sensor Type
    o Type
      ▪ Accelerometer
16.8 **APPENDIX H: BUS SAFETY PLAN**

[This section intentionally left blank]

16.9 **APPENDIX I: MBTA DRUG AND ALCOHOL POLICY**

[This section intentionally left blank]

16.10 **APPENDIX J: WCAG 2.0 STANDARDS**

See COMMBUY S.
The MBTA’s Paratransit Dedicated Service Providers: Standard Service

RFP. No XX-XX

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1 SERVICE TYPE

1.1 SERVICE DEFINITION

1.1.1 For purposes of this Scope of Work, “Service” shall refer only to Standard Service

1.2 TRIP VOLUME AND CAPACITY

1.2.1 Contractor shall serve a minimum of 100 trips per day within 120 days of the Contract Effective Date.

1.2.2 At the conclusion of the mobilization period, for Contractor’s Integrated Trip service, Contractor’s Guaranteed Assigned Trip Volume shall equal the lesser of:

1.2.2.1 100 trips per day within Contractor’s chosen service area;

1.2.2.2 Five percent (5.0%) of the actual daily volume of trips within Contractor’s chosen service area (e.g., if Contractor operates in three cities, and RIDE Customers book 1,000 trips per day that both start and end within this chosen service area, Contractor’s Guaranteed Assigned Trip Volume would equal 50 trips per day).

1.2.3 Contractor shall incrementally ramp up service from Contract Effective Date until Contractor has capacity to serve Contractor’s Guaranteed Assigned Trip Volume per Section 16.6: APPENDIX F: CONTRACTOR RAMP UP SCHEDULE.

1.2.4 Contractor’s Guaranteed Assigned Trip Volume is subject to Contractor’s ability to perform tasks enumerated in this Scope of Work, including but not limited to:

1.2.4.1 On-Time trip performance;

1.2.4.2 Number of Assigned Trips returned to TRAC;

1.2.4.3 RIDE Customer Complaints; and

1.2.4.4 Compliance with state and federal requirements.

1.2.5 MBTA does not guarantee any minimum number of On-Demand Trips.

1.2.6 Contractor may choose to offer its Service throughout the entire RIDE Service Area (see Section 15.2: RID B: SERVICE AREA MAP) or in only a portion of the RIDE Service Area. Any changes from accepted proposal are subject to MBTA approval.

2 GOVERNANCE

2.1 GENERAL REQUIREMENTS

2.1.1 Contractor shall use and further refine the following guiding principles and interaction cadence to foster collaboration and accountability among all parties involved in The RIDE ecosystem, which includes the MBTA, The RIDE Access Center (“TRAC”), The RIDE Eligibility Center (“TREC”), Dedicated Service Providers (“DSPs”), Non-Dedicated Service Providers (“NDSPs”), and external vendors.

2.2 GUIDING PRINCIPLES

2.2.1 Contractor shall act in the best interest of the MBTA in all interactions and relationships with other external vendors.

2.2.2 Contractor shall foster open and honest communication with the MBTA, TRAC, and other external vendors to ensure the delivery of service on a daily basis.
2.2.3 Contractor shall review, provide feedback, and employ governance Standard Operating Procedures (“SOP”) developed by TRAC to govern the interactions between Contractor and TRAC.

2.2.4 Contractor shall maintain independent strong working relationships with all parties involved in The RIDE ecosystem.

2.3 INTERACTION CADENCE

2.3.1 **Daily Communications:** Contractor shall respond to communications from TRAC and the MBTA on at least a daily basis. Contractor shall maintain an up-to-date list of key points of contact and back-up contacts and distribute that to the MBTA and TRAC. Contractor shall proactively communicate any changes that may impact system performance to allow TRAC sufficient time to make necessary adjustments.

2.3.2 **Weekly Mobilization Status Meeting:** During the Mobilization Period, Contractor shall be available (in-person or by phone) for a weekly status meeting with the MBTA to review mobilization progress and discuss any issues and proposed solutions.

2.3.3 **Bi-Weekly Service Provider Status Meeting:** After the mobilization process is complete, Contractor shall be available (in-person or by phone) every other week for a status meeting with the MBTA to review operational performance, discuss issues and concerns, and determine any corrective steps needed.

2.3.4 **Quarterly Business Reviews (“QBR”):** The MBTA will host quarterly business reviews between Contractor and the MBTA, for which Contractor will prepare a Quarterly Business Review report (Section 11.2.7). The QBR will review the prior quarter’s performance based on operational, financial, safety, Vehicle Operator performance monitoring, and other factors, compliance with the safety plan, set priorities for the coming quarter, and discuss any upcoming major initiatives. Contractor’s site and corporate leadership shall attend the quarterly business reviews.

2.3.5 **Quarterly Safety Reviews:** Contractor and its Safety Representatives shall attend quarterly meetings with MBTA Safety to discuss safety-related incidents, hazards, non-compliances, defects, violations, complaints, corrective action, trends, and other concerns, and Contractor’s compliance with Contractor Safety Compliance Plan (Section 12.2). Contractor’s General Manager shall meet with the MBTA Chief Safety Officer (“CSO”) on an annual basis during these meetings. Contractor shall share the Quarterly Safety Review report (Section 11.2.8) a week in advance of the quarterly meeting, and shall formally present the report at the Quarterly Safety Review meetings.

2.3.6 **Ad-Hoc Meetings:** Contractor shall schedule and conduct meetings with the MBTA and/or other parties as necessary.

3 MANAGEMENT & STAFFING

3.1 GENERAL REQUIREMENTS

3.1.1 Contractor shall provide dedicated, qualified management to maintain smooth functioning of Contractor’s operations; continuous communication with TRAC and the MBTA; joint problem solving and innovative solutions for continuous improvement; adherence to the requirements of the Contract and all The RIDE policies, procedures, and standards; and compliance with all applicable federal, state, and local laws and regulations (including, but not limited to, Environmental Protection Agency (“EPA”), Occupational Safety and Health Administration (“OSHA”), United States Department of Transportation (“US DOT”), Americans with Disabilities Act (“ADA”), and Equal Employment Opportunity Commission (“EEOC”), Massachusetts General Law 159A1/2 (Transportation Network Companies).
3.1.2 Contractor shall act in full compliance with Title VI of the Civil Rights Act of 1964 and ensure that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity. This shall include taking steps to provide meaningful access to programs and services for people with limited English proficiency.

3.1.3 Contractor shall provide a sufficient number of qualified and properly trained staff at all times necessary to perform all Contractor responsibilities, including sufficient support staff for miscellaneous administrative tasks. Contractor shall provide sufficient supervision at all levels to ensure effective oversight of all staff. If the MBTA, in its sole discretion, determines Contractor’s staffing levels to be insufficient at any point in time, the MBTA reserves the right to require adjustments as necessary, at the Contractor’s expense.

3.1.4 Contractor shall conduct a background check for all employees, at a minimum including the following:

3.1.4.1 Social Security Number verification;
3.1.4.2 Employment look back – 5 years
3.1.4.3 Education – as applicable, either the highest degree or HS diploma
3.1.4.4 Criminal – 7 years outside MA only
3.1.4.5 National Criminal Search; Terrorist (US Treasury – OFAC)
3.1.4.6 Criminal Offender Record Information (CORI) information related to misdemeanor records, felony conviction records and records of all criminal court appearances in Massachusetts. The CORI shall be inclusive of a Level II Sex Offenders Registry check. When reviewing a CORI report containing a criminal conviction(s), Contractor shall make a determination concerning the status of the candidate for employment, promotion, or transfer according to the General Guidelines and Specific Guidelines outlined in 16.5: APPENDIX E: PRE-EMPLOYMENT REQUIREMENTS. If a candidate passes, the front page of the CORI report is printed and added to employee file. If report reveals potential disqualifiers, candidate is notified and given an opportunity to remedy.

3.1.5 Any employee of Contractor’s with a history that includes a felony conviction, any conviction for theft, or who appears otherwise unsuitable to perform the work that is the subject of this solicitation throughout the Term of this Agreement or any extensions thereof, shall not be assigned by Contractor to perform work under this Agreement.

3.1.6 The MBTA reserves the right to have MBTA Transit Police perform the required background checks, and shall promptly notify Contractor in writing of any such action.

3.1.7 Contractor shall provide an experienced and high-quality workforce that is highly motivated and has an understanding of the region’s transportation network and traffic flow.

3.1.8 Contractor shall ensure that its personnel, at all times, present themselves and carry out their functions in a highly professional manner, befitting their role as customer service representatives and ambassadors of The RIDE. Contractor shall ensure a positive public perception of the MBTA and The RIDE and utilize best practices and guidelines for customer service.

3.1.9 Contractor shall be responsible for the compliance of subcontractor staff with the requirements of this Contract, if Contractor chooses to use subcontractors, including, but not limited to, companies, partnerships, and independent contractors, to fulfill any of the requirements of this Contract.
3.1.10 Contractor shall make corporate support available for the life of the Contract, on-site if necessary, in such amount and frequency as is required to meet the needs of the business, including project visits and touchpoints on regular intervals or when new initiatives are introduced that may impact reporting, workflow, or process. In the event Contractor’s or its subcontractor’s operational metrics trend in a negative way, or performance standards are not being met, corporate support shall be available remotely or, if needed, on-site to assist.

3.1.11 Contractor shall support all on-going and future initiatives to improve service with Contractor’s onsite and corporate resources.

3.2 KEY AND OTHER PERSONNEL

3.2.1 Key Personnel for this Contract shall include the Project Manager, Safety Supervisor, and Training Manager. Contractor may assign the same individual to serve in multiple roles, conditional on MBTA approval.

3.2.2 Contractor shall submit to the MBTA resumes and references for Key Personnel proposed to fill currently vacant positions or to replace existing Key Personnel. The MBTA may require interviews of these candidates. No substitution of Key Personnel will be allowed without the prior written approval of the MBTA, in its sole discretion. Any vacancy in a Key Personnel position must be filled on an interim basis within 15 calendar days and permanently filled within 60 calendar days.

3.2.3 Contractor shall provide the MBTA with the "on-call" schedule for the Project Manager or the individual on-duty to oversee operations. Contractor shall also provide the MBTA with the e-mail addresses, telephone numbers, and cellular phone numbers where the Key Personnel can be reached at any time outside of regular business hours.

3.2.4 Project Manager:

3.2.4.1 Contractor shall assign at least one Project Manager as a Key Personnel to manage the Contract.

3.2.4.2 The Project Manager shall work with the MBTA daily to administer Contractor’s Service(s), and shall respond promptly to MBTA inquiries regarding the administration of these Services, including issues related to RIDE Customer eligibility and sign-up, technical issues regarding reservations and scheduling, service deficiencies, reporting, billing, and RIDE Customer Complaints.

3.2.4.3 The Project Manager shall further be responsible for implementing any MBTA requests to modify Contractor’s Services consistent with the terms of this Scope of Work.

3.2.5 Safety Supervisor

3.2.5.1 Contractor shall assign at least one Safety Supervisor to this Contract, who shall be responsible for handling, managing, and investigating all road incidents, vehicle malfunctions, and emergencies according to the requirements of this Contract. The Safety Supervisor shall maintain communication with Vehicle Operators, providing information and directional assistance where necessary.

3.2.5.2 The Safety Supervisor shall provide the necessary assistance to passengers involved in any incident, accident, or emergency as instructed by TRAC.

3.2.5.3 The Safety Supervisor shall continually monitor service to assist TRAC with proactive adjustments.

3.2.5.4 The Safety Supervisor shall follow all reporting requirements set under Section 12 as necessary.
3.2.6 **Training Manager:**

3.2.6.1 Contractor shall assign at least one Training Manager to this Contract, who shall be responsible for ensuring that all Vehicle Operators are properly trained, as outlined under Section 4.

3.3 **CONTRACTOR’S CODE OF CONDUCT**

3.3.1 Contractor shall develop a business code of conduct (“Contractor’s Code of Conduct”) for its employees and Vehicle Operators and submit it to the MBTA for review and approval. If there are separate Codes of Conduct for employees and Vehicle Operators, Contractor shall submit all.

3.3.2 Upon the MBTA’s approval of Contractor’s Code of Conduct, Contractor shall implement Contractor’s Code of Conduct and advise the MBTA immediately of any violations and actions to be taken by Contractor with respect to the violation.

3.3.3 The MBTA reserves the right to require updates to the Code of Conduct at any time during the life of the Contract. Any updates to the Code of Conduct must be submitted to the MBTA for final approval.

3.4 **STANDARD OPERATING PROCEDURES**

3.4.1 Contractor shall develop, maintain, and enhance all SOPs as written, formalized documents. Contractor shall submit for MBTA review and approval any SOP drafts prior to implementation.

3.4.2 Upon the MBTA’s approval of submitted SOPs, Contractor shall distribute SOPs to employees and Vehicle Operators and hold copies centrally for consistent revision.

3.4.3 Contractor shall manage SOPs through a centralized repository with assigned roles and responsibilities for maintaining content and improving content quality and consistency.

3.5 **LABOR AGREEMENTS**

3.5.1 If Contractor enters into or is currently party to any Collective Bargaining Agreements (“CBAs”) or other labor agreements, Contractor shall submit a copy, and any changes or updates, to the MBTA within 10 calendar days of the agreement execution date, any subsequent changes.

3.6 **DRUG AND ALCOHOL FREE WORKPLACE REQUIREMENT**

3.6.1 Contractor and its employees and Vehicle Operators shall comply with the drug and alcohol free workplace requirements established in Section 3.6.2. Contractor’s employees, Vehicle Operators, or agents who violate this policy are to be removed immediately from providing services subject to this Contract and are not to be employed on another MBTA contract.

3.6.2 Contractor, its employees, Vehicle Operators, subcontractors, vendors, visitors, and volunteers are prohibited from using, possessing, selling or distributing any drugs, alcohol, controlled substances or other prohibited substances while on MBTA property or performing MBTA business. It is the responsibility of Contractor to advise its employees, Vehicle Operators, and other relevant personnel of this requirement and to ensure that its employees and Vehicle Operators meet its “fitness for duty” standard. Violators of this policy will not be allowed to remain on MBTA property or to continue conducting business for or with the MBTA. Contractor shall assume and retain all liability arising from violation of this policy by its employees, Vehicle Operators, or agents.

3.6.3 Contractor’s Safety Sensitive Personnel shall successfully pass a drug and alcohol test prior to performing safety-sensitive duties and be entered in the random pool, in compliance with the requirements of Section 12.2.2.6.
3.7 THE MBTA’S RIGHT TO REMOVE PERSONNEL FROM CONTRACT

3.7.1 The MBTA acknowledges that Contractor has the right and obligation to hire, train, and dismiss personnel to carry out the Contract requirements. However, the MBTA will bring to Contractor’s attention any deficiencies in performance attributed to Contractor’s personnel for Contractor’s immediate corrective action.

3.7.2 Contractor acknowledges that any person assigned to work under or in support of this Contract must perform his or her duties so as to not unduly impair Contract performance. By assigning a person to work under this Contract, Contractor agrees to be fully responsible for the behavior of that person during Contract performance.

3.7.3 Contractor’s personnel shall at all times be under the sole control and direction of Contractor, and shall not be considered for any reason to be employees of the MBTA. Contractor assumes all liability for, and agrees to hold the MBTA harmless from, any claims or actions on behalf of the employee(s) and Vehicle Operators and from third-parties related to actions by Contractor’s employees and Vehicle Operators.

3.7.4 Contractor acknowledges that the MBTA has the right to require the removal of any personnel from performance of this Contract who materially violate Contractor’s Code of Conduct (Section 3.3) or exhibit a pattern of poor performance providing service under this Contract, in the MBTA’s sole discretion.

4 VEHICLE OPERATORS

4.1 GENERAL REQUIREMENTS

4.1.1 Contractor shall provide a sufficient number of qualified, responsible, courteous, and properly trained Vehicle Operators to provide the trips agreed upon by Contractor and MBTA.

4.1.2 Contractor may deliver Service by utilizing its own fleet and employees. Contractor may also subcontract with other transportation companies, vehicle providers, or Vehicle Operators.

4.1.3 The Contractor shall ensure that Vehicle Operator candidates meet the requirements for all employees (Sections 3.1.4 through 3.1.8).

4.1.4 Contractor shall enroll in and participate in the Massachusetts Registry of Motor Vehicle’s Driver Verification System program or an equivalent program to ensure the continuous compliance of all valid driver’s licenses.

4.1.5 Contractor shall develop and implement a standard set of questions for reference checks that may be able to disclose Vehicle Operator candidate’s demonstrated insensitivity towards persons with disabilities or complaints against the Vehicle Operator candidate for insensitive language or conduct.

4.1.6 Contractor shall require a pre-employment physical examination of Vehicle Operator candidates prior to hiring. The pre-employment physical examination must include a statement from a licensed physician that the Vehicle Operator candidate is medically fit to drive and a US DOT physical verifying the Vehicle Operator candidate can lift and push fifty pounds. If a vehicle operator does not pass the US DOT physical examination, Contractor shall utilize the medical exemption process as detailed in Section 16.1: APPENDIX A: DRIVER/APPLICANT EXEMPTION PROCESS.

4.1.7 Contractor shall require Vehicle Operator candidates pass a drug and alcohol screen test administered in compliance with Federal Transit Administration (“FTA”) regulations and shall adhere to the requirements of 49 C.F.R. 40.25 and Section 12.2.2.6.
4.1.8 Contractor shall conduct regular criminal background and driver history checks, prior to employment and at least once every six months after hiring a Vehicle Operator. Drug and Alcohol screening should occur in compliance with Section 12.2.2.6.

4.2 VEHICLE OPERATOR DRESS CODE

4.2.1 Vehicle Operators, including trainees, are required to wear a uniform consisting of a plain blue shirt and dark blue pants. T-shirts, tank tops, and jeans are prohibited. Jackets, outer garments, and caps, as dictated by climate, must comply with uniform standards. All uniforms must be tidy with no rips or stains.

4.2.2 Vehicle Operators shall dress professionally at all times, and shall not wear shorts outside of summer or sleeveless shirts.

4.2.3 Vehicle Operators shall wear a Contractor-issued and MBTA-approved identification badge in a manner visible to RIDE Customers. The badge must state Contractor’s name, the Vehicle Operator’s name, and the words “The RIDE.”

4.2.4 Shoes shall be black and have non-skid soles. High heels, sneakers, and open sandals are prohibited.

4.2.5 MBTA shall provide uniform and identification badge design specifications to Contractor for Contractor to develop. See Section 15.5: RIDE: THE RIDE UNIFORMS.

4.2.6 Contractor shall ensure that its Vehicle Operators adhere to the dress code and take appropriate corrective action if the Vehicle Operator(s) fail to comply with the dress code. Any Vehicle Operator observed providing service in violation of the dress code will be removed from service by Contractor.

5 STAFF TRAINING REQUIREMENTS

5.1 GENERAL REQUIREMENTS

5.1.1 Contractor shall be responsible for all costs related to training and re-training of all of its employees, Vehicle Operators, and subcontractors.

5.1.2 Contractors shall test all candidates, using written, oral and observation test components, to ensure that they have retained knowledge of all essential elements of the curriculum, and demonstrate all skills necessary to perform their duties. Results of all test components demonstrating understanding and proficiency shall be retained and available for MBTA inspection, including a summary of all training taken, the date of such training, assessment results, and re-training courses and dates.

5.1.3 Contractor shall create and maintain a central repository for all training materials and utilize a standard process for updating and maintaining the accuracy of training materials.

5.2 TRAINING PLAN

5.2.1 Contractor shall develop, implement, and maintain a plan for initial training, testing, retraining, and regularly scheduled ongoing training (the “Training Plan”) that provides all personnel employed in providing service for this Contract the appropriate knowledge and current information to perform services required by the MBTA.

5.2.2 The Training Plan shall include the following items, at a minimum:

5.2.2.1 A training and retraining curriculum for each job function and level, indicating the hours, type, subject matter, and testing method of each training to be provided.

5.2.2.2 A new hire training plan to track performance metrics and provide feedback;
5.2.2.3 Copies of all materials to be used in the training, including learning materials, scripts, and SOPs;
5.2.2.4 Processes and systems to document and track trainings and re-trainings, both completed and those coming due;
5.2.2.5 Tests and evaluations to be used to ensure proficiency with all job duties with clear scoring criteria and retraining frequency, including topics and timelines (e.g., annual, semi-annual, and monthly, as needed); and
5.2.2.6 Staff responsible for implementing the plan and providing the training.
5.2.3 Contractor shall submit the final Training Plan and materials for MBTA review and approval prior to initial implementation per the Mobilization Timeline (Section 13.2).

5.3 TRAINING FOR ALL STAFF
5.3.1 Contractor shall ensure all personnel working on this Contract receive training in the following areas:
5.3.1.1 Customer service;
5.3.1.2 Disability awareness and sensitivity including a module on Multiple Chemical Sensitivity (“MCS”);
5.3.1.3 Sexual/workplace harassment prevention;
5.3.1.4 Drug and alcohol awareness training;
5.3.1.5 The RIDE policies and procedures;
5.3.1.6 Applicable federal, state, local, and MBTA policies and procedures (including, but not limited to, EPA, OSHA, US DOT, ADA, and EEOC); and
5.3.1.7 Job-specific tasks.

5.4 TRAINING FOR VEHICLE OPERATORS
5.4.1 Contractor shall ensure that all Vehicle Operators receive adequate training to perform their duties.
5.4.2 Contractor shall ensure that the Project Manager, Training Manager, and Safety Supervisor receive the Vehicle Operator training as identified below.
5.4.3 Contractor shall ensure that all Vehicle Operators possess a complete understanding of The RIDE service, its policies and procedures, passenger needs, their duties and responsibilities, and all safety requirements.

5.4.4 Vehicle Operator Training:
5.4.4.1 All Vehicle Operators shall undergo the Training for All Staff (Section 5.3).
5.4.4.2 All Vehicle Operators shall receive the following additional training:
   5.4.4.2.1 Service area familiarization, including major roadways and landmarks;
   5.4.4.2.2 All Contractor’s SOPs (Section 3.4).
   5.4.4.2.3 Customer assistance procedures;
   5.4.4.2.4 Vehicle orientation;
   5.4.4.2.5 Mobility device securement and familiarity with a wide range of mobility devices;
5.4.4.2.6 Drug and alcohol training for all Safety-Sensitive personnel;
5.4.4.2.7 Reasonable Suspicion Training for Safety Supervisor;
5.4.4.2.8 Safety and defensive driving training;
5.4.4.2.9 Vehicle Operator conduct;
5.4.4.2.10 Accident and emergency procedures (Section 16.4: APPENDIX D: EMERGENCY PROCEDURES);
5.4.4.2.11 Certified emergency training (i.e., Red Cross and Green Cross), including, mouth to mouth resuscitation, using proper safety equipment, First Aid and personal safety, and Cardiopulmonary Resuscitation (“CPR”);
5.4.4.2.12 In-vehicle equipment and technology training;
5.4.4.2.13 Routematch training – If using Routematch, Routematch shall provide Contractor’s trainers an initial training on Routematch and tablet applications. Contractor shall be responsible for all subsequent training and re-training, and the ongoing training of new staff throughout the life of the contract.

5.4.5 The MBTA has approved the Transit and Paratransit Company’s (“TAPTCO”) “Paratransit Operator Development” and the National Safety Council certification program. Comparable programs may be substituted only with prior approval from the MBTA.

5.4.6 Contractor shall coordinate with the Riders’ Transportation Access Group (“R-TAG”) or current RIDE Customer advisory and advocacy group to ensure that RIDE Customer participation is incorporated in the appropriate components of its training curriculum.

5.4.7 Contractor shall document and provide re-training for existing Vehicle Operators that conveys the importance of the training information and materials to ensure Vehicle Operators retain the information.

5.4.8 Contractor shall provide retraining on The RIDE policies and procedures, securement techniques, new mobility aids, and RIDE Customer assistance procedures, Vehicle Operator conduct and defensive driving at least annually. Retraining for all other materials shall occur as specified by nationally-certified programs.

5.4.9 Contractor shall provide additional re-training, as needed, based on incidents, complaints and on-street observations.

5.4.10 Contractor shall retain all records in electronic format as permanent records. Records include, but are not limited to, training and retraining records, certifications, and forms.

5.4.11 Contractor shall enforce the same Dress Code policy for trainees as for the Vehicle Operators (see Section 4.2).

6 SERVICE DELIVERY

6.1 SERVICE MODIFICATION

6.1.1 MBTA shall be able to modify or constrain the following elements of Contractor’s Service:

6.1.1.1 Geographical boundaries on Contractor trip origins and destinations (within Contractor’s specified service area, if applicable);

6.1.1.2 The hours of the day during which Contractor will be assigned Integrated Trips;

6.1.1.3 Vehicle type or category available to RIDE Customers under this Scope of Work.
6.2 VEHICLES

6.2.1 Contractor shall be responsible for ensuring that all vehicles meet minimum safety, emissions, and maintenance standards.

6.2.1.1 At a minimum, the Vehicles shall meet:

   6.2.1.1.1 Massachusetts motor vehicle emissions and safety inspection program requirements;
   6.2.1.1.2 Massachusetts vehicle insurance requirements;
   6.2.1.1.3 Contractor vehicle cleanliness policies;
   6.2.1.1.4 Contractor vehicle accident and incident policies;

6.2.2 Contractor shall ensure that all vehicles utilized are in compliance with its vehicle safety and maintenance requirements.

6.2.3 Contractor shall ensure the availability of Wheelchair-Accessible Vehicles to serve non-ambulatory RIDE Customers.

6.3 IN-VEHICLE TECHNOLOGY

6.3.1 Routematch-Specific In-Vehicle Technology Requirements

6.3.1.1 MBTA shall provide Contractor with access to MBTA’s deployment of Routematch (a cloud-based system).

6.3.1.2 TRAC or MBTA or Routematch shall assign Contractor’s vehicle fleet a unique Route Identification number, or shall assign Contractor’s vehicles unique Vehicle Identification numbers, so that Contractor shall be able to regularly view which trips have been scheduled on Contractor’s Service(s).

6.3.1.3 Contractor shall be responsible for purchasing, installing, and maintaining in-vehicle tablets (see Section 16.7: APPENDIX G: ROUTEMATCH TABLET MINIMUM REQUIREMENTS), and shall bear all maintenance and replacement costs. MBTA shall pay the cost of all data plans for Contractor’s tablets.

6.3.1.4 TRAC or MBTA shall install the Routematch android Vehicle Operator application on Contractor’s vehicle tablets to receive trip manifests.

6.3.1.5 The Vehicle Operator shall use the tablet to contact TRAC for all matters including, but not limited to:

   6.3.1.5.1 Communicating with TRAC Dispatch for any and all matters
   6.3.1.5.2 Accessing RIDE Customer information and the trip manifest
   6.3.1.5.3 Following real-time, turn-by-turn instructions and routing
   6.3.1.5.4 Contacting TRAC to locate RIDE Customers
   6.3.1.5.5 Reporting no-shows
   6.3.1.5.6 Reporting incidents, accidents, or any service disruptions
   6.3.1.5.7 Reporting vehicle arrival and departure times
6.3.1.6 In the event the tablet fails while in service:

6.3.1.6.1 If the tablet becomes non-responsive, the Vehicle Operator shall immediately find a safe location to pull over. The Vehicle Operator shall attempt to troubleshoot tablet issues (e.g. rebooting tablet); if the tablet remains non-responsive, the Vehicle Operator shall contact TRAC via cellphone to alert TRAC of the issue. TRAC will provide the Contractor the last known location of the vehicle and the Safety Supervisor will provide the vehicle a new tablet.

6.3.1.6.2 If the tablet is still responsive but data communications are no longer active, the Vehicle Operator shall continue to follow instructions within the tablet and continue to make pick-ups and drop-offs. When data communications become active again, the software will automatically reconcile the trips performed during the period of inactivity. If, while data communications are not active, the Vehicle Operator cannot locate a RIDE Customer, the Vehicle Operator shall wait an extra five minutes in addition to the five-minute waiting requirement prior to leaving the pick-up location.

6.3.2 Contractor Software-Specific In-Vehicle Technology Requirements

6.3.2.1 Contractor Software shall enable Vehicle Operators to:

6.3.2.1.1 Record and report vehicle arrival and departure times, RIDE Customer pick-up times, and drop-off times

6.3.2.1.2 Follow real-time, turn-by-turn instructions and routing

6.3.2.1.3 Contact RIDE Customers

6.3.2.1.4 Report incidents, accidents, or any service disruptions

6.3.2.2 If Contractor offers Integrated Trips (see Section 7), Contractor Software shall allow TRAC to schedule, dispatch, and monitor Integrated Trips and shall be capable of producing all required reports.

6.3.2.3 If Contractor offers On-Demand Trips (see Section 8), Contractor Software shall allow RIDE Customers to self-schedule trips using either Contractor’s smartphone application or web site, or by calling Contractor’s call center or TRAC.

6.4 SERVICE POLICIES

6.4.1 Contractor shall be responsible for compliance with all of The RIDE’s policies as outlined in The RIDE Guide (Section 15.1: RIDA: THE RIDE GUIDE), and any subsequent revisions to The RIDE Guide (to be sent to Contractor and updated here: https://www.mbta.com/accessibility/the-ride).

6.4.2 Trip Pick-up Procedures

6.4.2.1 Contractor shall guarantee that Vehicle Operators wait at least five minutes from the scheduled pick-up time or vehicle actual arrival time, whichever is later, for the RIDE Customer to arrive for any Non-Shared Trip. This duration may be revised upon joint agreement.

6.4.2.2 Vehicle Operator shall ensure that the person entering the vehicle is the RIDE Customer, based on the RIDE Customer’s name and destination town. If the Vehicle Operator is unable to confirm this information, the Vehicle Operator must contact TRAC for further direction.
6.4.3 Trip Routing Guidelines

6.4.3.1 Contractor shall ensure that all Integrated Trips and all On-Demand Trips do not deviate from the origin and destination initially provided for the trip.

6.4.4 Accessibility and level of service

6.4.4.1 Contractor’s Vehicle Operators shall provide “door-to-door service” to the maximum extent possible without losing control and oversight of vehicles or other RIDE Customers. “Door-to-door service” shall entail assistance to or from the exterior-most door of a residence or designated address, unless the door is more than 150 feet from the vehicle or prohibits line of sight from the vehicle. For the avoidance of doubt, the exterior-most door does not include interior doors within an apartment complex, large medical facility, or other large facility.

6.4.4.2 If distance from the vehicle or problems with line of sight prohibit door-to-door assistance, or there is no safe parking space or accessible path to the door, or the parking environment requires unsafe maneuvers, the location will be deemed “non-serviceable” and the Vehicle Operator will be authorized to offer service at an alternative serviceable location or provide curb-to-curb service instead.

6.4.4.3 If the Vehicle Operator encounters a non-serviceable location, the RIDE Customer shall be informed of the problem and either offered service at an alternative location that is serviceable or informed that curb-to-curb service is the only alternative. If the RIDE Customer refuses to deboard the vehicle at the disputed location, the Vehicle Operator shall contact TRAC for further instructions.

6.4.4.4 The Vehicle Operator shall not go beyond the threshold of the exterior-most door and the MBTA will not accept responsibility for services rendered beyond this point.

6.4.4.5 The Vehicle Operator shall exit the vehicle and provide assistance for boarding or de-boarding of RIDE Customers and assist the RIDE Customer along the entire path of travel between the vehicle and the first exterior-most door at the RIDE Customer’s origin and destination unless refused by the RIDE Customer. Such assistance may include allowing the RIDE Customer to hold the Vehicle Operator’s arm and maneuvering the RIDE Customer’s wheelchair, always with the consent or specific request of the RIDE Customer. Vehicle Operators are not required to operate powered wheelchairs for the RIDE Customer. The Vehicle Operator shall assist the RIDE Customer over a maximum of one curb and/or one step if the RIDE Customer is in a manual wheelchair (several steps if passenger is ambulatory).

6.4.4.6 The Vehicle Operator shall assist with mobility aid securement and passenger restraint systems. The Vehicle Operator shall not lift or carry the RIDE Customer.

6.4.4.7 Vehicle Operator shall accommodate RIDE Customers’ mobility equipment (e.g., canes, walkers, foldable wheelchairs) if such equipment can fit within Contractor’s vehicle’s trunk.

6.4.4.8 The Vehicle Operator shall not provide custodial care service or serve as PCA to any RIDE Customer who cannot travel unattended.

6.4.5 Service Animals

6.4.5.1 The Vehicle Operator shall not allow comfort/therapy animals or pets on board vehicles, with the exception of service animals (28 C.F.R. Part 35.136). At all times Service Animals shall only be transported if tethered, leashed, or harnessed and at the feet of their owners, not in a carrier on a seat or owner’s lap.
6.4.5.2 The Vehicle Operator shall notify TRAC immediately and await further instruction in the event that the RIDE Customer attempts to board the vehicle with a service animal that is not indicated on the RIDE Customer’s profile or trip manifest or if a RIDE Customer attempts to board the vehicle with any animal that does not qualify as a service animal or any vehicle that does not have sufficient space to transport a service animal.

6.4.6 Lost and Found

6.4.6.1 Contractor Found Items – If a Vehicle Operator finds an item that belongs to a RIDE Customer, the Vehicle Operator shall secure it, tag it and log for Contractor a detailed description of the item, date and time found, Vehicle Operator ID, vehicle ID, and RIDE Customer ID (if known) as soon as is practicable. Contractor shall enter this information into the MBTA’s centralized Lost and Found log. If RIDE Customer is known, Contractor shall contact the RIDE Customer to arrange for return of item. To ensure items are returned to the correct individual, Contractor must have the RIDE Customer describe the item as close as possible and verify the RIDE Customer’s identity.

6.4.6.2 Customer Lost and Found Inquiries – All RIDE Customers shall be directed to contact the MBTA to file a lost and found inquiry. The MBTA will review its centralized log and direct the inquiry to the appropriate service provider. Upon receipt of a RIDE Customer lost and found inquiry, Contractor shall review its lost and found log and, if a match is identified, contact the RIDE Customer regarding lost item to arrange the item’s return.

6.4.6.3 Return of Items - Important items such as keys, wallets, cell phones, or medication shall be mailed via overnight shipping. Other items shall be returned by mail within 7 business days. All items returned shall be entered into the MBTA’s centralized log.

6.4.6.4 Unclaimed Items – Unclaimed items shall be held for 60 days, after which:

6.4.6.4.1 Items with personally identifiable information (keys, IDs, credit/ATM cards, cell phones, medication, etc.) shall be destroyed

6.4.6.4.2 All other items shall either be donated or destroyed

6.4.6.4.3 Once donated or destroyed, the item’s status shall be updated in the MBTA’s centralized log

6.4.6.5 Contractor, including but not limited to all of its employees, Vehicle operators and subcontractors, shall not use, borrow, or keep any lost and found items at any time.

6.4.7 Customer Identification

6.4.7.1 The Vehicle Operator shall ask for and confirm a RIDE Customer’s first name, last name, and destination town prior to boarding. If the Vehicle Operator is unable to confirm this information, the Vehicle Operator must contact TRAC for further direction.

6.4.8 Locating RIDE Customers

6.4.8.1 Once a vehicle arrives at a designated pick-up location, the Vehicle Operator is required to wait five minutes for the RIDE Customer to arrive. If the vehicle arrives earlier than the scheduled pick-up window, the five-minute wait time period shall not start until the beginning of the scheduled pick-up window. The Vehicle Operator shall not leave the pick-up location until five minutes after either the scheduled pick-up time or the arrival of the vehicle, whichever is later, unless authorized otherwise by TRAC Dispatch.
6.4.8.2 In the event the Vehicle Operator cannot immediately visually locate a RIDE Customer upon arrival, upon waiting to the beginning of the scheduled pick-up window, the Vehicle Operator shall verbally announce his or her arrival, knock on the door and/or ring the doorbell, and make subsequent announcements.

6.4.8.3 If the Vehicle Operator cannot locate a RIDE Customer, the Vehicle Operator shall immediately contact TRAC Dispatch. TRAC Dispatch will attempt to reach the RIDE Customer and will provide further instructions to the Vehicle Operator.

6.4.8.4 If the vehicle arrives and the RIDE Customer cancels at the door, the Vehicle Operator shall notify TRAC Dispatch immediately and obtain further instructions.

6.5 VEHICLE BRANDING

6.5.1 Contractor shall work with MBTA to ensure that RIDE Customers waiting for trips are reasonably able to identify Contractor's vehicles as Standard Service vehicles.

6.5.2 MBTA may provide stickers, decals, lights, or other removable vehicle branding for Contractor to place in or on its vehicles.

6.5.3 Contractor shall attach or affix this branding to its vehicles upon MBTA’s request.

6.5.4 Vehicle branding shall be removed by Contractor promptly upon removal of a particular vehicle from provision of RIDE service, or upon contract termination.

6.5.5 MBTA shall bear the expense of developing and producing this branding.

6.6 RESPONSIBILITIES FOR SAFETY

6.6.1 The MBTA will report all complaints of Vehicle Operator reckless driving, excessive speeds, and/or illegal parking, and all other infractions or non-compliance with this Contract, to Contractor, and Contractor shall provide a written response detailing the findings and corrective action(s) taken to preclude future occurrences. Investigations of such reported incidents shall include reviews of in-vehicle technology, other data, and contacts with potential corroborating sources. If a pattern persists, Contractor shall make on-street observations and pursue corrective actions such as suspension of the Vehicle Operator or removal of the Vehicle Operator from the Contract.

6.6.2 The Vehicle Operator shall report for work with proper rest and good health. Contractor shall monitor the total hours worked for each Vehicle Operator.

6.6.3 Vehicle Operator shall adhere to speed limits and parking restrictions.

6.6.4 Vehicle Operator shall use interior lighting of the vehicle at night to provide for safe RIDE Customer egress from the vehicle.

6.6.5 Vehicle Operator shall not drop off RIDE Customers into the path of traffic or at any location that would impede traffic or compromise the safety of the RIDE Customers or others.

6.6.6 Vehicle Operator shall operate heating and air conditioning systems so as to provide for the comfort of RIDE Customers. Heating and air conditioning units shall be operational at all times. The Vehicle Operator is not authorized to open windows for ventilation in lieu of air conditioning unless the vehicle’s air conditioning systems have failed in service. The Vehicle Operator shall immediately report all such failures to Contractor’s Maintenance Supervisor.
6.6.7 If Contractor is providing WAVs with lifts or ramps in its Service, Vehicle Operator shall operate vehicle lifts from outside of the vehicle using a remote device operated via pigtail or other means. Vehicle Operator shall provide assistance to RIDE Customers using adaptive devices in entering and exiting the lift platform and the vehicle. In addition, if space allows, Vehicle Operator shall accompany the RIDE Customers riding on the lift. Vehicle Operator shall also provide assistance to ambulatory RIDE Customers who request to use the lift to enter and exit the vehicle.

6.6.8 The Vehicle Operator shall ensure that all vehicle occupants properly use securement devices, including seatbelts and shoulder harnesses. The Vehicle Operator is required to properly secure (lock-down or tie-down) wheelchairs, in addition to the proper use of seatbelts.

6.6.9 The Vehicle Operator shall secure strollers, mobility devices, and any other equipment brought by RIDE Customers that may need to be secured during transportation.

6.6.10 Each passenger seat must be equipped with a seat belt and a shoulder harness (if necessary) and each wheelchair securement position must be equipped with a securement device meeting ADA standards, a seat belt, and a shoulder harness. All mobility aids located in the wheelchair securement area must be secured using the system provided.

6.6.11 All RIDE Customers must wear the provided seat belt. If a RIDE Customer refuses to comply with the seat belt policy, the Vehicle Operator is required to notify TRAC dispatch immediately and shall not move the vehicle until the situation has been appropriately resolved.

6.6.12 Contractor shall ensure zero-tolerance for incidents resulting from a failure to secure RIDE Customers properly, promptly removing Vehicle Operators or other personnel from the contract who have done so.

6.6.13 The Vehicle Operator shall not operate any type of audio device (e.g., handheld game device, I-Pod or MP3 player, portable AM/FM radio, or any television set) while on-duty and performing service under this contract.

6.6.14 Vehicle Operator may not operate personal or Contractor-provided mobile phones (e.g., to make personal phone calls), except as necessary to deliver Integrated Trips or On-Demand Trips or to contact TRAC in the event of tablet failure. Mobile phones shall be stored in a locked glove compartment when not in use.

6.6.15 The Vehicle Operator shall not smoke in, nor within 20 feet of, the vehicle at any time.

6.7 INCLEMENT WEATHER AND STATE OF AN EMERGENCY

6.7.1 Contractor shall provide services required under this Contract while the MBTA is providing normal service. In the event that the MBTA reduces its normal service due to snow, rain or other weather, or the declaration of a State of Emergency that may significantly impact the safe operation of vehicles at normal operating speeds, Contractor shall advise the MBTA as to the condition of local roads within the Service Area. Contractor shall first attempt to contact the Deputy Director of Paratransit Operations, and if unsuccessful, then the Senior Contract Administrators. If both the Deputy Director of Paratransit Operations and the Senior Contract Administrators are unavailable, Contractor shall contact MBTA Operations Control Center (OCC) at (617) 222-5758.

6.7.2 In the event that weather conditions, natural disasters, or epidemics make fulfillment of the terms and conditions of this Contract impossible, the MBTA, in its sole discretion, may declare emergency status to temporarily suspend services or temporarily relax the service standards by telephone authorization to Contractor.
6.7.3 In the event of suspension of services, the MBTA shall endeavor to contact RIDE Customers by
general service announcements on local radio station or other means. TRAC will contact any
RIDE Customers who may be at intermediate destinations (awaiting transport home) and will
schedule transport for the return trip or make all reasonable attempts to ensure the safety and
security of the RIDE Customer, if travel is deemed to be unsafe.

6.7.4 Service standards may be relaxed in the event of snow, rain or other weather that significantly
impacts the safe operation of vehicles at normal operating speeds.

6.8 RIDE CUSTOMER PRIVACY

6.8.1 The Vehicle Operator shall keep confidential any information that the Vehicle Operator may have
about RIDE Customer, including but not limited to Customer’s medical or other condition, except
as needed to perform the services under this Contract.

6.8.2 The Vehicle Operator is permitted to report medical information to authorized medical assistance
personnel who report to the scene of an accident or medical emergency.

6.9 COURTESY AND ETIQUETTE

6.9.1 The Vehicle Operator shall at all times be courteous to RIDE Customers. In the event of an abusive
RIDE Customer, the Vehicle Operator shall comport themselves as they have been trained to do in
the sensitivity training provided by Contractor and shall report the incident to TRAC.

6.9.2 In the event that any RIDE Customer engages in any illegal act or in a manner that is unsafe to any
other passenger, and/or strikes or otherwise abuses any vehicle occupant, Vehicle Operator shall,
for the earliest safe moment, report the incident to TRAC and await further instruction.

6.10 INCIDENT AND ACCIDENT PROCEDURES

6.10.1 Contractor shall work in conjunction with the MBTA and TRAC to ensure the safety of RIDE
Customers. In addition to training and planning efforts, the proper response to each incident and
accident is of critical importance to passenger safety.

6.10.2 In the event that Vehicle Operator cannot complete his or her trip for any reason, Vehicle Operator
shall notify TRAC Dispatch immediately and TRAC will contact Contractor Safety Supervisor if
needed, based on the nature of the event.

6.10.3 Vehicle Operator shall follow all reporting requirements set forth in Section 16.4: APPENDIX D:
EMERGENCY PROCEDURES as necessary, depending on the nature of the incident.

6.11 MEDICAL EMERGENCY ASSISTANCE

6.11.1 In the event of a medical emergency, Vehicle Operator shall immediately pull the vehicle out of
traffic and notify TRAC of the emergency.

6.11.2 TRAC will immediately take appropriate measures to mitigate the emergency, including notifying
the appropriate law enforcement or medical assistance personnel.

6.11.3 Vehicle Operator shall provide any assistance reasonably required and as required by training
provided by Contractor (see Section 5.4.4). Vehicle Operator shall stay with the RIDE Customer
until emergency assistance arrives.
7 INTEGRATED TRIPS

7.1 GENERAL REQUIREMENTS

7.1.1 Contractor shall provide MBTA and TRAC the ability to schedule Integrated Trips, in accordance with this Section 7. If Contractor chooses to provide both Integrated and On-Demand Trips, the MBTA may, in its sole discretion, choose to implement one or both Delivery Models.

7.2 RESERVATIONS

7.2.1 All Integrated Trips shall be booked by RIDE Customers, no later than 5:00 PM on the day before the scheduled Trip date, by utilizing all available booking methods provided by the MBTA, TRAC, and Routematch.

7.3 SCHEDULING

7.3.1 Day-Before Trip Scheduling

7.3.1.1 TRAC shall determine which booked trips will be shifted to the Contractor as an Integrated Trip. TRAC shall make this determination based on a range of factors, potentially including but not limited to the following:

- 7.3.1.1.1 Stated RIDE Customer preference;
- 7.3.1.1.2 Contractor’s Service Level;
- 7.3.1.1.3 Contractor’s cost and service quality, as assessed by MBTA and TRAC over the duration of the Contract period;
- 7.3.1.1.4 Contractor’s ability to serve trips on a “stand-by” or emergency basis on the day of service;
- 7.3.1.1.5 Contractor’s geographic coverage;
- 7.3.1.1.6 Contractor’s available vehicle type (e.g., WAV, sedan);
- 7.3.1.1.7 Contractor’s capacity;
- 7.3.1.1.8 The estimated time of arrival of Contractor’s vehicles;

7.3.1.2 TRAC shall schedule all of Contractor’s Integrated Trips no later than 8:00 PM on the day before service.

7.3.1.3 If using Routematch, Contractor shall access Routematch to determine which Integrated Trips that TRAC has assigned that Contractor to serve on the following day.

7.3.1.4 Contractor Software-Specific Scheduling Requirements:

- 7.3.1.4.1 Contractor shall allow TRAC to batch schedule Integrated Trips, such that TRAC can upload a list of Integrated Trips onto Contractor’s platform, or send a list of Integrated Trips to Contractor by e-mail. For batch scheduling, Contractor shall specify the format of the Integrated Trip Manifest (e.g., a CSV file with the required fields). Additionally, contractor shall allow TRAC to manually schedule Integrated Trips, such that TRAC can enter individual Integrated Trip information directly on to Contractor’s platform.
7.3.1.4.2 In addition to batch scheduling and manual scheduling, MBTA and Contractor may work together to develop an application programming interface (API) integration between Routematch and Contractor Software to be priced as an option in Price Proposal, such that TRAC personnel would be able to use Routematch to place RIDE Customer trips on Contractor’s platform, and pull RIDE Customer trips off of Contractor’s platform in order to schedule these trips on DSPs or with other NDSP Contractors.

7.3.1.5 Acceptance, Rejection, and Fulfillment of Assigned Integrated Trips

7.3.1.5.1 On a monthly basis, or more frequently, Contractor and MBTA shall mutually establish Contractor’s Weekday Trip Capacity and Weekend Trip Capacity based on Contractors stated capacity to deliver trips and prior performance (see Section 16.6: APPENDIX F: CONTRACTOR RAMP UP SCHEDULE).

7.3.1.5.2 Contractor shall reject and return to TRAC any trips that Contractor does not expect to be able to serve by 9:00 PM on the day before service.

7.3.2 Stand-By Trip Scheduling

7.3.2.1 Contractor shall attempt to fulfill any Integrated Trip that TRAC assigns on the day of service (“Stand-By Trips”).

7.3.2.2 MBTA shall not hold Contractor accountable for any Stand-By Trips not accepted and returned to TRAC, regardless of Contractor’s Weekday Trip Capacity or Weekend Trip Capacity.

7.4 ROUTEMATCH-SPECIFIC DISPATCHING REQUIREMENTS

7.4.1 TRAC shall be responsible for the management of all Integrated Trips, including the following functions:

7.4.1.1 TRAC shall respond to all RIDE Customer inquiries regarding the location of an assigned vehicle, or its estimated time of arrival.

7.4.1.2 TRAC may remove Integrated Trips from Contractor-assigned routes and place such Integrated Trips on the routes of DSPs or other NDSP Contractors.

7.4.1.3 TRAC shall record all Integrated Trip cancellations on Routematch, such that Contractor and the relevant Vehicle Operator are immediately notified that the trip no longer requires service.

7.4.2 Contractor’s Vehicle Operators shall otherwise use their in-vehicle tablets to communicate with TRAC, as necessary, in accordance with the requirements of Section 6.3.

7.5 CONTRACTOR SOFTWARE-SPECIFIC DISPATCHING REQUIREMENTS

7.5.1 Contractor shall dispatch and manage all Accepted Trips.

7.5.2 Contractor shall provide a trip-tracking mechanism allowing TRAC’s dispatchers to monitor each trip, and to determine, at a minimum, whether the trip was completed and on-time, completed and late, cancelled by the RIDE Customer, no-showed by the RIDE Customer, or no-showed by Contractor.

7.5.3 Contractor may, at no charge to RIDE Customers, offer a mobile friendly trip-tracking mechanism that allows the RIDE Customer to see where their vehicle is prior to pick-up.

7.5.4 Contractor shall not charge MBTA or any of its partners to access APIs that would allow it to track an Integrated Trip.
7.5.5 If Contractor chooses to create an API between Contractor Software and Routematch, Contractor may satisfy requirements of Section 7.5.7 by providing Routematch relevant real-time vehicle information back for Routematch to automatically process RIDE Customer communications.

7.5.6 Contractor shall automatically redirect to other Contractor vehicles any Accepted Trips that Contractor’s Vehicle Operators cancel or are unable to deliver.

7.5.7 Pre-Trip Communication Procedures

7.5.7.1 All requirements established in Section 7.5.7 shall be satisfied by API or SMS and automated phone call.

7.5.7.2 On the night prior to a scheduled Integrated Trip, TRAC shall send the RIDE Customer a reminder automated phone call.

7.5.7.3 One hour prior to scheduled pick up time for Integrated Trips, Contractor shall send the RIDE Customer the estimated time of arrival.

7.5.7.4 Upon dispatch of the RIDE Customer’s Integrated Trip or 10 minutes prior to the pick-up time, whichever is closer to the customer’s pick-up time, Contractor shall send the RIDE Customer the estimated time of arrival; Vehicle Operator or dispatch phone number; and vehicle information (license plate number, at minimum).

7.5.7.5 Contractor shall additionally notify the RIDE Customer of any changes to the RIDE Customer’s Integrated Trip, including the estimated time of arrival, Vehicle Operator information or vehicle license plate number.

7.5.7.6 Contractor shall allow for TRAC personnel monitoring Contractor’s Integrated Trips to facilitate communication between Vehicle Operators and RIDE Customers.

7.5.8 Trip Cancellation Procedures

7.5.8.1 Should the RIDE Customer cancel an Integrated Trip prior to pick-up by contacting TRAC, TRAC shall enter this cancellation on Contractor’s platform.

7.5.8.2 Should Contractor also provide RIDE Customers a phone number or other option to contact Contractor for cancellations, Contractor shall notify TRAC of these cancellations immediately.

7.5.8.3 Contractor shall allow any Integrated Trips scheduled on Contractor vehicles to be either cancelled or moved to another provider. MBTA shall pay any Standard Cancellation Fees imposed by Contractor for trips cancelled less than 30 minutes prior to the scheduled pick-up time.

7.6 PAYMENT RULES AND PROCEDURES

7.6.1 Contractor shall not charge RIDE Customers for any Integrated Trip.

7.6.2 MBTA shall pay Contractor the full cost of any Integrated Trip, and shall collect from RIDE Customers any Co-Pays or fares that MBTA sets for Integrated Trips.

8 ON-DEMAND TRIPS

8.1 GENERAL REQUIREMENTS

8.1.1 If Contractor chooses to provide both Integrated and On-Demand Trips, the MBTA may, in its sole discretion, choose to implement one or both Delivery Models.

8.1.2 If Contractor provides both Integrated Trip Service and On-Demand Trip Service, prior to providing On-Demand Trip Service, Contractor shall meet the following requirements:

- **RFP: ##-##**
- **COMMbuys #: BD- INSERT NUMBER**
- **Project Name: The MBTA’s Paratransit Dedicated Service Providers: Standard Service**
8.1.2.1 Contractor shall, in accordance with Section 7, have fulfilled all requirements to provide Integrated Trip Service.

8.1.2.2 Contractor shall be providing Integrated Trips in accordance with Phase 2 of the incremental ramp up schedule provided in Section 16.6: APPENDIX F: CONTRACTOR RAMP UP SCHEDULE.

8.1.3 Contractor shall fulfill all requirements in Section 8 using Contractor Software.

8.2 RIDE CUSTOMER SIGN-UP PROCESS

8.2.1 Contractor shall develop a co-branded, secure landing page for RIDE Customers to request to participate in Contractor’s On-Demand Program.

8.2.2 Contractor’s landing page shall require RIDE Customers who wish to enroll in Contractor’s On-Demand Program to:

8.2.2.1 Accept Contractor’s standard terms and conditions of service, and to accept that for purposes of any trip provided through Contractors’ On-Demand Program, RIDE Customers are customers of Contractor, and are not customers of MBTA;

8.2.2.2 Provide RIDE Customer information to be validated, including name, phone number, email address, and RIDE ID; and

8.2.2.3 Indicate their preferred method of booking (see Section 8.3)

8.2.3 Contractor shall be responsible for ensuring that all RIDE Customers who wish to enroll have signed up for all Contractor services required for participation, including, but not limited to, having a preexisting account with the Contractor. In the event the RIDE Customer has not signed up for the required Contractor services, the Contractor shall advise the RIDE Customer on how to do so.

8.2.4 Contractor shall send to the MBTA on a weekly basis a list of RIDE Customer sign-up requests, which is to include all data collected via Contractor’s landing page.

8.2.5 MBTA shall validate RIDE Customer sign-up requests and provide Contractor with a list of Approved On-Demand RIDE Customers.

8.2.6 For each Approved On-Demand RIDE Customer, Contractor shall provide MBTA the e-mail and phone number associated with the account that the Approved On-Demand RIDE Customer has with Contractor.

8.2.7 Contractor shall disclose in writing to any Approved On-Demand RIDE Customer that Contractor’s policy is to provide MBTA with the e-mail and phone number associated with the RIDE Customer’s On-Demand account.

8.2.8 Contractor and MBTA shall together establish a process by which RIDE Customers will receive notification of whether they have been approved or denied for Contractor’s On-Demand Program, along with any further instructions on setting up necessary accounts with Contractor, the On-Demand Trip booking process, payment rules, and any relevant program restrictions.

8.2.9 Contractor shall store a record or recording of the sign-up.

8.2.10 Contractor and MBTA may establish additional sign-up methods, such as by mail or phone call.

8.3 BOOKING PROCESS

8.3.1 Application-based Service

8.3.1.1 Contractor shall provide Approved On-Demand RIDE Customers a mobile application booking option, such that Approved On-Demand RIDE Customers with smartphones can use Contractor’s mobile application to reserve trips and monitor dispatched vehicles. The following application
interface rules shall apply:

8.3.1.1  The application shall display, at the time of each RIDE Customer’s trip request, the estimated RIDE Customer Co-pay amount (as defined below, Section 8.5).

8.3.1.2  The application shall inform the RIDE Customer of the number of On-Demand Trips that remain within a given time period (i.e., application displays there are three remaining MBTA-subsidized trips in the month of March).

8.3.1.3  The application shall be accessible to blind or visually impaired RIDE Customers in compliance with WCAG 2.0, or successor standards (see Section 16.10: APPENDIX J: WCAG 2.0 STANDARDS).

8.3.2  Call-In Service

8.3.2.1  Contractors shall provide a “call-in” booking option, through which RIDE Customers who are not able to use Contractor’s smartphone application would instead be able to book trips by calling a Contractor-affiliated call center.

8.3.2.2  MBTA shall pay Contractor, on a per-trip basis, the On Demand Call Center Fee as supplied by Contractor in Cost Form C2.

8.3.3  Web-based Service

8.3.3.1  Contractor may provide RIDE Customers a secure web-based booking option, through which RIDE Customers who are not able to use Contractor’s smartphone application would instead be able to book trips on Contractor’s website. For Web-based Service, the requirements pertaining to Application-based Service (Section 8.3.1) shall similarly apply.

8.4  SERVICE CONSTRAINTS

8.4.1  Contractor shall be responsible for determining, at the time of each On-Demand Trip request, if the trip is an On-Demand Trip, and is thus eligible for a MBTA Subsidy (see Section 8.5), based on the following information:

8.4.1.1  The geographic area where On-Demand Trips are available (the MBTA shall initially allow On-Demand Trips throughout the entire RIDE Service Area, though may subsequently limit On-Demand Trips to certain regions, or may set different prices for trips depending on their origin or destination);

8.4.1.2  Time periods during which On-Demand Trips are available (the MBTA shall initially allow On-Demand Trips to be booked between 5:00AM and 1:00AM, though may subsequently limit On-Demand Trips to certain time periods, or may set different prices for trips depending on the trip’s request time);

8.4.1.3  The RIDE Customer’s Trip Allocation (i.e., whether the RIDE Customer has exhausted all of their allotment);

8.4.1.4  Any limits on the vehicle or ridesharing modes available (e.g., MBTA could restrict the MBTA Subsidy only to Shared Trips);

8.4.1.5  Any limits on Vehicle type or category available to RIDE Customers under this Scope of Work.
8.5 PAYMENT RULES AND PROCEDURES

8.5.1 MBTA shall from time to time assign an On-Demand Benefit Level to each RIDE Customer enrolling in Contractor’s On-Demand Program. Each On-Demand Benefit Level sets a corresponding:

8.5.1.1 Base RIDE Customer Co-Pay, which sets the minimum amount the RIDE Customer will pay for each allowed trip type. For example, an On-Demand Program could offer Shared Trips to RIDE Customers for a Co-Pay of $2, and Non-Shared Trips for a Co-Pay of $6.

8.5.1.2 Maximum MBTA Subsidy, which sets the maximum amount MBTA will contribute towards any total trip cost. For example, an On-Demand Program could offer a Maximum MBTA Subsidy of $40, meaning that, for a Non-Shared Trip that costs $48, the RIDE Customer would pay $8, and the MBTA would pay $40.

8.5.1.3 Trip Allocation, which sets the number of subsidized trips the RIDE Customer will receive each month. For example, an On-Demand Program could offer enrolled RIDE Customers somewhere between two and 40 On-Demand Trips per month.

8.5.2 Contractor shall allow MBTA to set at least 10 unique On-Demand Benefit Types. For example, an On-Demand Program could include 10 unique On-Demand Benefit Types, since every RIDE Customer enrolled is entitled to either the standard or the promotional Co-Pays, and MBTA assigns each RIDE Customer one of five possible Trip Allocations: 2, 10, 20, 30, and 40. As a result, there are 10 possible On-Demand Benefit Types.

8.5.3 MBTA shall determine the structure of the MBTA Subsidy and RIDE Customer Co-Pay, and Contractor shall be able to implement Co-Pay and MBTA Subsidy on a per trip basis, such that RIDE Customers are charged a Co-Pay on each trip, with the MBTA paying the MBTA Subsidy (i.e., a $40 MBTA Subsidy and $2 Co-Pay for a total trip cost of $50 would trigger a RIDE Customer Co-Pay of $10 and an MBTA Subsidy of $40).

8.5.4 Contractor shall implement any changes to the MBTA Subsidy and RIDE Customer Co-Pay structure, or to any RIDE Customer’s Trip Allocation, on or by the first day of the next month. MBTA shall notify Contractor of any changes 10 days prior to the first day of the next billing period (i.e., if on March 10, MBTA requests that the maximum per-trip MBTA Subsidy be increased, that rule shall take effect no later than or on the first day in April).

8.5.5 Contractor shall charge the Total RIDE Customer Co-pay (i.e., the Base RIDE Customer Co-Pay plus any Co-Pay Overage) to the RIDE Customer’s payment method the RIDE Customer provided to the Contractor.

8.5.6 Contractor shall charge the MBTA the MBTA Subsidy, provided that the trip satisfies all of constraints set by MBTA under Section 8.

8.5.7 Contractor shall bear the cost of the MBTA Subsidy for any trip that it applies the MBTA Subsidy to outside these constraints (i.e., MBTA shall not owe any calculated MBTA Subsidy on any trip that Contractor should not have approved as an On-Demand Trip).

8.6 RIDE CUSTOMER SUPPORT

8.6.1 RIDE Customer Contact Options

8.6.1.1 Contractor shall, at a minimum, provide RIDE Customers an e-mail address or secure and accessible web portal for the submission of RIDE Customer support, inquiries, or complaints regarding its Service. Contractor may further provide a phone number that RIDE Customers may call for this purpose.
8.6.1.2 MBTA shall provide a dedicated e-mail address and dedicated phone number for the submission of RIDE Customer support inquiries or complaints regarding the Contractor’s Service.

8.6.2 **RIDE Customer Support**

8.6.2.1 MBTA shall attempt to answer all RIDE Customer inquiries or complaints it receives regarding Contractor’s On-Demand service (see Section 9.1). MBTA shall respond to all RIDE Customer inquiries regarding RIDE Customer eligibility for On-Demand service, the sign-up or opt-in process for receiving these trips, as well as general information regarding the reservations and scheduling procedures.

8.6.2.2 Contractor shall make all reasonable attempts to answer all RIDE Customer inquiries it receives regarding its Service.

8.6.2.3 MBTA and Contractor shall redirect to the other party any inquiry that it is unable to resolve on its own.

8.6.2.4 Contractor shall answer all RIDE Customer support inquiries within 24 hours of receipt, whether the inquiry is sent directly by the RIDE Customer, or forwarded to Contractor by MBTA.

8.6.3 Contractor shall provide necessary technical assistance within 24 hours of any request for support, including requests:

8.6.3.1 To inform the MBTA of whether Contractor has activated a RIDE Customer’s On-Demand Benefit Level (if MBTA is not provided direct access to this information);

8.6.3.2 To activate, or re-activate, any RIDE Customer’s On-Demand Benefit Level (if MBTA is not provided direct access to this ability);

8.6.3.3 To change the e-mail address and/or phone number associated with a RIDE Customer’s On-Demand account (if MBTA is not provided the ability to make these changes).

9 **ADMINISTRATION**

9.1 **COMPLAINTS**

9.1.1 MBTA shall monitor RIDE Customer feedback on an on-going basis. As part of this effort, MBTA distinguishes between Complaints and Issues. MBTA shall track and monitor the number and resolution of Issues for each Contractor.

9.1.2 MBTA shall be responsible for taking all service Complaints related to Integrated Trips and assigning each Issue to the appropriate Contractor for response.

9.1.3 For any Issues that MBTA assigns to Contractor, Contractor shall ensure expeditious Investigation and equitable resolution, including gathering all the necessary information and conducting phone interviews.

9.1.4 If Contractor receives a Complaint directly from a RIDE Customer related to an Integrated Trip, Contractor shall not take the Complaint and instead shall notify RIDE Customers that their Complaints must be filed with the MBTA to ensure that they are fully addressed.

9.1.5 Contractor shall submit all Issue Responses to MBTA for approval and notify MBTA of the submission. MBTA shall review the Issue Response within three (3) calendar days of receipt and, if adequate, will send approval to Contractor. If approval is denied, Contractor shall conduct additional Investigation and refinement of the Issue Response and resubmit to the MBTA for approval.

9.1.6 If provided by MBTA, Contractor shall utilize standardized Issue Response formats.
9.1.7 After MBTA approval is granted, Contractor shall send the Issue Response to the RIDE Customer. The response shall be sent via the RIDE Customer’s preferred method of communication within ten (10) calendar days of the Complaint being filed and Contractor shall notify MBTA of the sent response date. No responses shall be sent without approval from MBTA.

9.1.8 MBTA reserves the right to change the Complaint process and procedures.

9.2 PUBLIC OUTREACH

9.2.1 The MBTA will communicate with the media, convene all public meetings, and approve all content distributed to the public.

9.2.2 Contractor shall not engage in any publicity regarding The RIDE or Contractor’s Service without prior written approval of the MBTA, and shall not communicate with the print, television, radio or electronic media without the prior, express written approval of the MBTA. All inquiries from the press, local, state and federal agencies, or public interest or private for-profit or non-profit interest groups directed to Contractor shall be redirected to the MBTA.

9.2.3 Contractor is prohibited from conducting eligibility outreach or marketing of The RIDE or this Contract’s Services except as specifically authorized by the MBTA.

9.2.4 The Contractor shall participate in public outreach and meetings as requested by the MBTA. The Contractor shall make available appropriate staff for these activities, as requested by the MBTA. Meetings may take place during regular work hours, evenings, or weekends.

10 QUALITY ASSURANCE

10.1 QUALITY ASSURANCE PLAN

10.1.1 Contractor shall oversee and monitor all aspects of its operation and develop, implement, and maintain a Quality Assurance Plan (“QA Plan”) for identifying quality concerns and deficiencies, performing root cause analyses, and taking appropriate corrective actions to address any deficiencies identified.

10.1.2 Contractor’s QA Plan shall include, at a minimum:

10.1.2.1 Tools and procedures for identifying quality concerns and operational deficiencies;

10.1.2.2 A process to use complaint investigation outcomes for training, retraining, and disciplinary actions;

10.1.2.3 A process for clear and detailed performance assessment feedback;

10.1.2.4 Training, retraining, and other actions that will be taken based on performance assessments;

10.1.2.5 A process to track individual Vehicle Operator performance;

10.1.2.6 A process to ensure that root cause improvement opportunities are effectively implemented;

10.1.3 Contractor shall submit the final QA Plan for MBTA review and approval prior to initial implementation per the Mobilization Timeline (Section 13).

10.2 MBTA MONITORING AND INSPECTION

10.2.1 The MBTA shall monitor Contractor’s overall operations, reports, and records.

10.2.2 Contractor shall provide full cooperation, support, and access to the MBTA for all of the following quality assurance functions including, but not limited to:
10.2.2.1 Vehicle Operator’s work and compliance to policies;

10.2.2.2 Monitoring staffing levels;

10.2.2.3 Visiting training programs;

10.2.2.4 Reviewing all records and data related to the performance of this Contract; and

10.2.2.5 Safety oversight, including Drug and Alcohol testing.

10.2.3 The MBTA reserves the right to change or revise any requirements related to its monitoring and inspection.

10.2.4 At any time during the course of this Contract, MBTA may implement customer satisfaction surveys or a mystery shopper program to measure customer satisfaction and monitor Contractor compliance and Vehicle Operator behavior. At the time MBTA chooses to implement either or both programs, Contractor shall support the MBTA in these efforts and incorporate the results into their Quality Assurance Plan.

11 REPORTING

11.1 GENERAL REQUIREMENTS

11.1.1 Contractor shall be responsible for providing any and all data pertaining to its Service as requested by the MBTA or TRAC and in accordance with NTD, FTA and ADA requirements and guidelines.

11.1.2 Contractor shall be responsible for the development and implementation of a plan to meet the reporting requirements.

11.1.3 The MBTA reserves the right to revise, reorganize, remove, or change the required reports and the format thereof.

11.1.4 Contractor shall not make any reports, information, data, documents, or correspondence given to, or prepared or assembled by, Contractor under this Contract, available to any individual or entity without prior approval of the MBTA.

11.1.5 Contractor shall maintain and keep confidential personnel folders on all employees and shall maintain a matrix list of all personnel engaged in the provision of The RIDE by job classification summarizing all criteria data, including, but not limited to name, address, date of hire, citizenship status, license number, training, and relevant certifications.

11.1.6 All data, records, and work product produced by Contractor pursuant to this Contract are the sole property of the MBTA. Work product includes such items as documents, audio and video recordings, field notes, records, computations, calculations, work sheets, sketches, drawings, specifications, cost estimates, laboratory data, test results, correspondence, standard operating procedures, maintenance records and all other products resulting from the work performed by Contractor.

11.1.7 The Contractor shall generate all the required monthly reports within seven business days after the close of the previous month.
11.2 ADDITIONAL REPORTS

11.2.1 Incident and Accident Report: Contractor shall provide, within five days of any accident reported by a Vehicle Operator, Dispatcher, or RIDE Customer, a complete National Transit Database (“NTD”) Accident Report for all accidents and incidents in accordance with FTA requirements, including:

11.2.1.1 Date, time and location of incident;
11.2.1.2 Weather condition;
11.2.1.3 Vehicle speed;
11.2.1.4 Incident summary;
11.2.1.5 Location of incident;
11.2.1.6 Towing services (e.g., disabling damage);
11.2.1.7 Age, gender, and type (e.g., Vehicle Operator, passenger, or pedestrian) of individuals transported from the scene for immediate medical attention;
11.2.1.8 Roadway configuration (e.g., intersection with traffic signal or stop sign);
11.2.1.9 Point of contact (e.g., right front of auto to left rear of vehicle);
11.2.1.10 Vehicle action (e.g., right turn, traveling straight, or stopped);
11.2.1.11 Other vehicle’s action (e.g., right turn, traveling straight, or stopped); and
11.2.1.12 Vehicle severity of damage (e.g., minor, moderate, or major).

11.2.2 RMV Accident Reports: Contractor shall provide a fully completed RMV report for all accidents in the service of an Assigned or On-Demand Trip.

11.2.3 Employee Matrix: Contractor shall develop and maintain an Employee Matrix identifying the employees for each job function assigned to this contract (“Employee Matrix”). Contractor shall update MBTA at a minimum frequency of once per month on any changes to the Employee Matrix.

11.2.4 Contractor Drug & Alcohol Testing Summary Report: Contractor shall provide on a quarterly basis an Employee and Vehicle Operator Drug & Alcohol Testing Summary Report that includes:

11.2.4.1 US DOT guidelines, pre-employment screening, post-accident, reasonable suspicion, and random pool testing; and
11.2.4.2 Actions taken with regard to any employees or Vehicle Operators who violate the Drug and Alcohol policy.

11.2.5 Quality Assurance Summary Report: Contractor shall provide on a quarterly basis a Quality Assurance Summary Report detailing the findings of Contractor’s internal QA activities, reviews and inspections in accordance with Section 10 and the proposed/implemented corrective actions.

11.2.6 Equal Employment Opportunity (“EEO”) and Affirmative Action Program quarterly status report: Contractor shall submit this status report annually at the beginning of each fiscal year to the MBTA’s Office of Diversity and Civil Rights. The report shall include the demographics of Contractor’s workforce; hiring, promotion and termination rates by race and gender; and the affirmative programs Contractor is undertaking to ensure that there are no discriminatory practices or outcomes in employment matters.

11.2.7 Quarterly Business Review Report: Contractor shall provide a Quarterly Business Review Report, per Section 2.3.4, which shall include:
11.2.7.1 A review of Contractor’s performance over the quarter as compared to the contractual standards and requirements, including penalties and incentives assessed

11.2.7.2 Updates on the main operational areas of focus (training, staffing, quality assurance, maintenance, etc.)

11.2.8 **A Quarterly Safety Review Report:** Contractor shall provide, per Section 12.2, and include the following:

11.2.8.1 A review of Contractor’s safety compliance over the quarter as compared to the contractual standards and requirements and Contractor Safety Compliance Plan

11.2.8.2 Updates on the safety-related incidents, hazards, non-compliances, defects, violations, complaints, corrective action, trending, and other concerns

11.2.8.3 Action items to be addressed over the upcoming quarter

11.2.9 **Drug and Alcohol Testing Data Reports:** On an annual basis, Contractor shall submit drug and alcohol testing data reports in the "MIS" style defined in 49 C.F.R. Parts 655 to the MBTA by the 15th of February for the preceding calendar year.

11.2.10 If any Contractor employee or Vehicle operator fails a drug or alcohol test, Contractor shall notify the MBTA immediately upon notification from the MRO.

**11.3 CONTRACTOR SOFTWARE-SPECIFIC REPORTING REQUIREMENTS**

11.3.1 **Integrated Trips Reporting and Reconciliation**

11.3.1.1 Contractor shall work with MBTA over the duration of the Contract to improve or refine its Integrated Trip reporting and reconciliation processes, and shall make reasonable efforts to provide greater detail upon the MBTA’s request.

11.3.1.2 **Integrated Trip Daily Queries:** Contractor shall provide MBTA and TRAC the ability to determine the outcomes of any Assigned Trip.

11.3.1.3 **Integrated Trip Reports:**

11.3.1.3.1 On a weekly basis, or more frequently, Contractor shall send to MBTA an Integrated Trip Report that includes, at a minimum, the following information for each scheduled Integrated Trip:

11.3.1.3.1.1 Unique Trip identification number (initially assigned by TRAC);

11.3.1.3.1.2 Pick-up location (specified to, at a minimum, the pick-up zip code);

11.3.1.3.1.3 Drop-off location (specified to, at a minimum, the drop-off zip code);

11.3.1.3.1.4 Dispatch time (the hour and minute when the vehicle was assigned the trip);

11.3.1.3.1.5 Actual pick-up time (specified as the time of vehicle arrival at pick-up location, to, at a minimum, hours and minutes local time);

11.3.1.3.1.6 Actual drop-off time (specified as the time of vehicle arrival at drop-off location, to, at a minimum, hours and minutes local time);
11.3.1.3.1.7 Whether trip was booked as a Shared Trip or Non-Shared Trip;
11.3.1.3.1.8 Vehicle type (e.g., standard sedan, WAV);
11.3.1.3.1.9 Trip outcome (e.g., completed, RIDE Customer no-show);
11.3.1.3.1.10 Total Accepted Trip cost;
11.3.1.3.1.11 Any trip fees (if applicable), including cancellation fees, no-show fees, wait fees, etc. that make up any part of the total Accepted Trip cost;
11.3.1.3.1.12 Total Accepted Trip mileage (specified to the nearest 0.1 miles); and
11.3.1.3.1.13 Total Accepted Trip duration. (specified to the nearest minute).

11.3.1.3.2 If Contractor and MBTA have not integrated Routematch and Contractor Software (see Section 7.3.1.4.2), then Contractor and MBTA shall establish procedures by which TRAC may reconcile the information in Contractor’s Integrated Trip Reports with the information initially stored in Routematch upon trip reservation. In this event, Contractor shall, at a minimum, make Integrated Trip Reports available to MBTA in the format specified in Section 16.2: APPENDIX B: PREFERRED INTEGRATED TRIP REPORT TEMPLATE.

11.3.1.3.3 If Contractor and MBTA are able to integrate Routematch with Contractor Software (see Section 7.3.1.4.2), Contractor Software shall automatically provide Routematch the above information fields, and such information shall be reconciled automatically.

11.3.2 On-Demand Reporting

11.3.2.1 Contractor shall work with MBTA over the duration of the Contract to improve or refine its On-Demand Trip reporting, and shall make reasonable efforts to provide further detail upon the MBTA’s request.

11.3.2.2 On-Demand Trip Reports:

11.3.2.2.1 Contractor shall send to MBTA an On-Demand Trip Report that includes, at a minimum, the following information for each completed On-Demand Trip, on a monthly basis or more frequently as requested by the MBTA:

11.3.2.2.1.1 Unique RIDE Customer Identification Number (assigned by MBTA);
11.3.2.2.1.2 Pick-up location (specified to, at a minimum, five digit latitude/longitude and zip code);
11.3.2.2.1.3 Drop-off location (specified to, at a minimum, five digit latitude/longitude and zip code);
11.3.2.2.1.4 Estimated Time of Arrival (ETA) (specified as the estimated elapsed time between the RIDE Customer submitting the request for an On-Demand Trip and the anticipated pick-up time, to the nearest minute);
11.3.2.2.1.5 Actual pick-up time (specified as the time of vehicle arrival at pick-up location, to, at a minimum, hours and minutes local time);
11.3.2.2.1.6 Actual drop-off time (specified as the time of vehicle arrival at drop-off location, to, at a minimum, hours and minutes local time);

11.3.2.2.1.7 Whether trip was booked as a Shared Trip or Non-Shared Trip;

11.3.2.2.1.8 Vehicle type (e.g., sedan, WAV);

11.3.2.2.1.9 Total On Demand Trip cost;

11.3.2.2.1.10 Any fees (if applicable), including cancellation fees, no-show fees, wait fees, etc., or any tips paid by RIDE Customer, that make up any part of the Total On Demand Trip cost;

11.3.2.2.1.11 Total On Demand Trip mileage (specified to the nearest 0.1 miles);

11.3.2.2.1.12 Total On Demand Trip duration (specified to the nearest minute);

11.3.2.2.1.13 MBTA Subsidy amount (see Section 8.5); and

11.3.2.2.1.14 Co-Pay amount (see Section 8.5).

11.3.2.2.2 Contractor shall send to MBTA an On-Demand Trip Report that includes, at a minimum, the following information in aggregate, on a monthly basis or more frequently as requested by the MBTA:

11.3.2.2.2.1 RIDE Customer Cancellations by vehicle type (specified as any On-Demand Trip cancelled by a RIDE Customer broken down by service used, e.g., WAV, sedan);

11.3.2.2.2.2 Vehicle Operator Cancellations by vehicle type (specified as any On-Demand Trip cancelled by a Vehicle Operator broken down by service used, e.g., WAV, sedan);

12 SAFETY PROGRAM

12.1 GENERAL REQUIREMENTS

12.1.1 Contractor shall comply with the MBTA Drug and Alcohol Policy set forth in Section 16.9: APPENDIX I: MBTA DRUG AND ALCOHOL POLICY for all safety sensitive personnel. Contractor shall comply with all applicable health and safety laws and regulations.

12.1.2 The MBTA reserves the right to conduct oversight of any part of Contractor’s services to ensure full compliance with all regulatory requirements, the MBTA’s Bus Safety Plan set forth in Section 16.8: APPENDIX H: BUS SAFETY PLAN, and other system safety programs, plans, initiatives, rules, policies and directives, as well as to ensure the safe performance of services.

12.2 SAFETY COMPLIANCE PLAN

12.2.1 Establishment, Approval, Review, and Modification

12.2.1.1 Contractor shall establish a plan to ensure safety of RIDE Customers, employees, Vehicle Operators emergency responders and the general public (the “Contractor Safety Compliance Plan” or “CSCP”) that delineates compliance with applicable provisions of the MBTA’s Bus Safety Plan set forth in Section 16.8: APPENDIX H: BUS SAFETY PLAN or any future safety plans that supersede the MBTA’s Bus Safety Plan.
12.2.1.2 Contractor shall submit the CSCP to the MBTA Chief Safety Officer (CSO) within 90 days of the date of the Notice to Proceed. The MBTA CSO will review the CSCP and either approve the CSCP or, within thirty (30) days, direct Contractor to revise the CSCP. Contractor shall revise the CSCP accordingly within thirty (30) days of receipt of such revisions from the MBTA.

12.2.1.3 Contractor shall update the CSCP to ensure compliance with MBTA’s annual revision within 30 days of receiving MBTA’s Bus Safety Plan and other system safety programs, plans, initiatives, rules, policies and directives and with all other regulatory requirements, and deliver it to the MBTA CSO for approval annually by a date to be determined at the MBTA’s discretion. Contractor shall also identify changes that require modification of the CSCP on an ongoing basis and incorporate them in the CSCP and submit these changes to the MBTA CSO for approval by a date to be determined at the MBTA’s discretion.

12.2.1.4 The MBTA may request modifications to Contractor Safety Compliance Plan due to internal audit report results, changing trends in accident/incident or security data, external audits, tests, reviews, or other reasons that may come to the attention of the MBTA. Upon receipt of a written request for Contractor Safety Compliance Plan modifications from the MBTA, Contractor shall submit a revised Contractor Safety Compliance Plan for approval by a date to be determined at the MBTA’s discretion.

12.2.2 The CSCP shall contain, at a minimum, the following elements:

12.2.2.1 Purpose, Scope, Goals and Objectives – A brief description of the CSCP in relation to the MBTA’s Bus Safety Plan (BSP), subject to the approval of the MBTA CSO.

12.2.2.2 Management Structure – A description of the management structure, roles and responsibilities of all applicable departments, and management commitment to safety. Contractor shall establish a point of contact (e.g., a Safety Manager or similar position) for direct communication, interface and coordination with the MBTA CSO.

12.2.2.3 CSCP Implementation – Appropriate policies and procedures, lines of authority, levels of responsibility and accountability, and methods of documentation. This documentation is subject to review and approval by the MBTA CSO.

12.2.2.4 Safety Risk Management - A Safety Risk Management Process that will identify, track, assess and resolve hazards to achieve the highest practical level of safety, in order to protect passengers, employees, Vehicle Operators, subcontractors, and operations. Contractor shall immediately notify the MBTA of unacceptable hazardous conditions or concerns and will include MBTA Safety or designated appropriate department in the investigation, analysis, review, mitigation, prioritization and resolution processes.

12.2.2.5 Safety Data Acquisition – A plan to carry out and track regular internal audits, assessments, inspections, tests, and reviews to ensure compliance with all aspects of MBTA’s BSP, Safety Risk Management, MBTA Safety Policies, plans, initiatives, rules, and directives and with all applicable regulatory requirements. The results of these audits, inspections, tests, and reviews will also be used as input for the annual revision of the CSCP. Audit results shall be made available to MBTA Safety on demand.

12.2.2.6 Drug and Alcohol Program – Contractor and its subcontractors must fully establish and implement, during the entire term of this contract, an Anti-Drug and Alcohol Misuse Prevention Program in accordance with US DOT, FTA regulations found at 49 C.F.R. Part 40, 49 C.F.R. Part 655, and the Drug and Alcohol Testing Program set forth in Section 16.9: APPENDIX I: MBTA DRUG AND ALCOHOL POLICY.

12.2.2.6.1 The CSCP shall provide the names, address and telephone number of Contractor’s DHHS-certified testing laboratory, collections sites utilizing 49
C.F.R. Part 40 collection procedures, Medical Review Officer, and Substance Abuse Professional as well as Contractor’s personnel responsible for administering this program. The program shall include the following:

12.2.2.6.1.1 Policy statement reflecting the requirements listed in 49 C.F.R. Part 655;

12.2.2.6.1.2 Supervisory and employee training;

12.2.2.6.1.3 Personnel titles and functions subject to testing; and

12.2.2.6.1.4 Consequences of positive breath and/or urine test.

12.2.2.6.2 A signed "Certification of Compliance" will be required once Contractor’s program proposal has been reviewed and approved by the MBTA. It is Contractor’s responsibility to notify the MBTA of any changes in personnel or drug/alcohol program as outlined in the approved program proposal.

12.2.2.6.3 Contractor shall verify compliance with the program by:

12.2.2.6.3.1 Administering the policy, including revisions to the policy as required, policy communication to employees and Vehicle Operators and periodic review of all safety sensitive positions designated for testing.

12.2.2.6.3.2 Ensuring that supervisors and managers, as well as all employees, receive the required Drug and Alcohol Training and Reasonable Suspicion training, including establishing and maintaining a current database for monitoring these training requirements to ensure that new employees or employees that are promoted, even temporarily, receive the required training.

12.2.2.6.3.3 Managing the specimen collection process and overseeing the contract for laboratory testing, including ensuring that the provider meets all requirements, certification and standards as established by the United States Department of Health and Human Services for Drug and Alcohol Testing.

12.2.2.6.3.4 Providing test result data and medical history information to the Safety Department on a need-to-know basis as part of an official accident/incident investigation.

12.2.2.7 Contractor must make provisions to comply with federal Drug and Alcohol testing regulations during all hours of operations including, late evening, weekends, and holidays. Contractor shall submit a letter from the collection site(s) certifying drug and alcohol testing will be provided at any and all times Contractor’s employees are performing safety-sensitive duties.

12.2.3 Emergency Management Planning & Coordination – Processes, procedures, and training for responding to emergency medical conditions experienced by RIDE Customers or personnel, as well as plans for responding to other incidents that threaten the safety or security of RIDE Customers or personnel. Reporting protocols must coincide with Section 6.11 and Section 16.4: APPENDIX D: EMERGENCY PROCEDURES. Contractor shall work in conjunction with the MBTA to ensure the safety of The RIDE Customers and the proper response to each incident, accident, or RIDE Customer safety concern.

12.2.4 Internal Safety Review Process – Processes for internal safety reviews and procedures to incorporate quality assurance requirements set forth in Section 10 to ensure safety audits are
comprehensive. Contractor shall submit audits to MBTA Safety or designated appropriate department, conducted by federal or state regulatory agencies, and shall implement recommended corrective actions as directed by the MBTA. Corrective actions shall also be audited for implementation by the MBTA. The audit scope shall include safety, security, emergency management, quality assurance and quality control, reliability and sustainability, inspections, assessments and reviews.

12.2.5 Rules Compliance/Procedures Review – A Rules Compliance Program (progressive disciplinary action system) and procedures to ensure compliance with established rules. The purpose of the Rules Compliance Program is to:

12.2.5.1 Reduce accidents caused by human error;
12.2.5.2 Improve and enhance the vigilance of employees to comply with established rules and procedures;
12.2.5.3 Determine the degree of compliance with established rules to improve compliance;
12.2.5.4 Focus attention on rules and areas where there is a need to improve employees’ knowledge, training and skill level;
12.2.5.5 Incorporate lessons learned into existing training programs;
12.2.5.6 Establish a baseline of documentation that tracks an individual employee’s compliance with operating rules, absent of an accident investigation;
12.2.5.7 Allow management, training staff and supervisory personnel to assess trends and incorporate this information into established training programs; and
12.2.5.8 Allow an individual employee the opportunity for additional training/instruction if an issue with compliance is identified before an accident/incident occurs.

12.2.6 Training and Certification Review/Audits – Processes and procedures to ensure the training program (specified in Section 5) is in compliance with rulebooks, manuals, handbooks, and other documentation developed for the training and certification of operations and maintenance personnel.

12.2.7 Employee, Vehicle Operators, and Contractor Safety Program – A plan for contractor management of employees, Vehicle Operators, and subcontractors to ensure compliance with all applicable OSHA standards and MBTA’s Bus Safety Plan (“BSP”). Contractor will be under OSHA’s jurisdiction; therefore, compliance is mandatory by regulation. Contractor shall be responsible for all subcontractors, suppliers or other persons working under its direction to comply with all safety requirements.

12.2.8 Reporting – A plan to report near misses, close calls, incidents, and accidents in accordance with Sections 6.10, 6.11, and 0. Required details shall include addressing reporting to the MBTA CSO or designated appropriate department as well as agencies or authorities in accordance with state and federal regulations. Notifications shall be in accordance with MBTA Threshold Reporting requirements (included in the BSP). Contractor shall answer all requests from the MBTA for additional information within five business days.

13 MOBILIZATION

13.1 GENERAL REQUIREMENTS

13.1.1 Contractor shall have its Service(s) fully established and available for scheduling of Integrated or On-Demand Trips (or both) no later than November 12, 2020, unless modified by the MBTA.

13.1.2 Contractor and MBTA may work together to establish these Services earlier than November 12,
2020.

13.1.3 The MBTA reserves the right to withhold payment to Contractor subject to completion of any Mobilization Milestones included in Contractor’s Mobilization Plan.

13.2 MOBILIZATION PLAN

13.2.1 Contractor shall submit to the MBTA a draft Mobilization Plan, which shall incorporate the Mobilization Milestones listed under Section 13.2.4.

13.2.2 Contractor may propose alterations to the MBTA’s Mobilization Milestone dates for approval, provided any such modifications are justified by Contractor’s overall mobilization approach.

13.2.3 The Contractor shall submit all plans and documents for review and accomplish all other activities by the indicated dates. Any delays by the Contractor to submit plans and documents may impact MBTA timeframes to review and deliver feedback. MBTA will review all plans, documents, policies, and other submittals within seven business days and return such to the Contractor for any corrections/modifications, and resubmission, as needed. The Contractor shall resubmit plans and documents with required corrections/modifications within seven business days of receiving feedback from the MBTA.

13.2.4 Mobilization Milestones:

13.2.4.1 By July 15, 2020:

13.2.4.1.1 The MBTA and Contractor shall agree upon a final Mobilization Plan.

13.2.4.1.2 Contractor shall provide an updated Employee Matrix, as outlined under Section 11.2.3

13.2.4.1.3 Contractor shall provide a fleet or platform update (“Fleet Status Update” or “Platform Status Update”) providing the number of vehicles and Vehicle Operators that are available, within Contractor’s chosen service area, to provide Integrated or On-Demand Trips, along with an approximate number of trips (per day) currently being served by these Vehicle Operators.

13.2.4.1.4 If using Contractor Software, Contractor shall, at its own expense, provide MBTA and TRAC access to Contractor’s software, and shall be available to demonstrate its use for Integrated Trips to MBTA and TRAC.

13.2.4.2 By August 15, 2020:

13.2.4.2.1 Contractor shall demonstrate to the MBTA that it has contracted with all third parties whose involvement is necessary to Contractor’s fulfillment of the Scope of Work.

13.2.4.2.2 If Contractor is proposing to expand its current service area of operations in The RIDE Service Area to serve this Contract, or is establishing a new operation within The RIDE Service Area, Contractor shall submit a final Expansion Plan that details how Contractor will increase its geographic reach and trip capacity from its current state.

13.2.4.2.3 Contractor shall provide to MBTA its vehicle safety and maintenance requirements. Contractor shall ensure that all vehicles utilized are in compliance with provided requirements.

13.2.4.2.4 Contractor and MBTA shall reach an agreement on a RIDE Customer Opt-In form, as referenced in Section 8.2.
13.2.4.2.5 Contractor shall provide its plan to meet the reporting requirements enumerated in the Contract.

13.2.4.2.6 Contractor shall develop a business code of conduct (“Contractor’s Code of Conduct”) for its employees and submit it to the MBTA for review and approval.

13.2.4.2.7 Contractor shall submit the final Training Plan and materials for MBTA review.

13.2.4.2.8 If Contractor is providing Integrated Trips, Contractor shall provide a sample version of Integrated Trip Report to MBTA for approval.

13.2.4.2.9 If using Contractor Software and Contractor is providing On-Demand Trips and a smartphone application, Contractor must share access to its smartphone application with the MBTA.

13.2.4.2.10 MBTA and Contractor shall reach an agreement on the design, manufacture, and distribution of MBTA branded items, including identification badges, vehicle identification, and any required branded uniforms.

13.2.4.3 By November 12, 2020:

13.2.4.3.1 Contractor shall demonstrate to MBTA that its fleet or platform has the capacity to serve a minimum of 100 trips per day within Contractor’s chosen service area. Contractor must also demonstrate its ability to accept 98% of Assigned Trips on a daily basis.

13.2.4.3.2 If using Contractor Software and Contractor is providing On-Demand Trips, Contractor shall demonstrate to MBTA that its smartphone application and/or call center is capable of scheduling On-Demand Trips with Reliability (see Definitions) above 98%, and an average ETA (see Definitions) under 20 minutes, within Contractor’s chosen service area.

14 DEFINITIONS

Capitalized terms used in this Scope of Work shall have the meanings set forth in this Section 14.


ADA Complementary Paratransit: Transportation service for individuals with disabilities who are unable to navigate or access the fixed route (i.e., train, bus) public transit system.

Accepted Trips: The subset of Assigned Trips that a Contractor agrees to fulfill on the day of service (see “Assigned Trips” and “Returned Trips”).

Approved On-Demand Customers: Any RIDE Customer who MBTA has determined is eligible for MBTA-subsidized trips provided by Contractor.

Assigned Trips: Integrated Trips that are assigned to a Contractor on the night before the day of service. All Assigned Trips are either accepted by the Contractor (“Accepted Trips”) or returned to TRAC (“Returned Trips”).

Bidder: An individual or organization proposing to enter into a Contract to provide a service to the MBTA.

Complaint: An individual instance of communication with one or more Issues about the RIDE service.
**Contract**: The document executed by the MBTA and the Contractor, in form and substance as set forth in the General Instructions to Bidder and Bid Form, Contract Terms and Conditions, Scope of Work, and Compensation and Pricing.

**Contractor**: The entity with which MBTA executes the Contract.

**Contractor Software**: Software that is provided and utilized by a Contractor to allow for the reservation, scheduling, and dispatching of trips.

**Co-Pay**: The portion of the total cost of an Assigned or On-Demand Trip that the RIDE Customer is responsible for paying. For On-Demand Trips the Co-Pay shall be collected by the Contractor; for Assigned Trips Co-Pay shall be collected by the MBTA.

**Dedicated Service Provider (DSP)**: A company retained by the MBTA to operate and maintain MBTA-owned revenue vehicles on a dedicated basis onto which trips are scheduled.

**Delivery Model**: The method by which a trip may be booked and fulfilled by a RIDE Customer. The two Delivery Models being contemplated in this Request for Proposals are Integrated Booking and On-Demand Booking.

**Dynamic Pricing or Surge Pricing**: Trip-pricing methodologies, typically employed by transportation network companies, where the cost per minute or mile may change in response to changes in the real-time demand from riders and real-time supply of Vehicle Operators.

**Expansion Plan**: A detailed guide to be provided by the Contractor as part of the Mobilization Period if Contractor is proposing to expand its current geographic reach as part of serving this contract. The Expansion Plan shall be submitted to the MBTA during the Mobilization Period, and will include, but is not limited to, steps to increase geographic coverage, steps to increase capacity, and timeline.

**Guaranteed Assigned Trip Volume**: The number of Assigned Trips, per day, that MBTA guarantees to Contractor’s offering Standard Service.

**Integrated Trips (or Integrated Booking)**: Where a RIDE Customer books a trip through TRAC, and TRAC decides whether the RIDE Customer’s trip will be served by a NDSP or DSP. Contrast with On-Demand Booking.

**In-Vehicle Technology**: MBTA-specified technology, including tablets and Vehicle Audio and Video Data Recorders, used in each vehicle.

**Investigation**: The process by which the MBTA and/or Contractor shall research claims made as part of an Issue.

**Issue**: The specific grievance reported as part of a Complaint.

**Issue Response**: Any reply to an Issue by either the MBTA or the Contractor following an Investigation.

**Key Personnel**: Includes the Contractor’s Project Manager, Training Manager, and Safety Manager.

**Massachusetts Bay Transportation Authority or MBTA**: The political body and political subdivision of the Commonwealth of Massachusetts existing pursuant to Mass. Gen. Laws, ch. 161A (as amended). Also referred to herein as the “Authority”.

**Maximum MBTA Subsidy**: The maximum amount the MBTA will contribute towards any On-Demand Trip cost.

**MBTA Subsidy**: The actual amount the MBTA contributes towards the total On-Demand Trip cost.

**Mobilization Period**: The Mobilization Period will start at the date of the execution of the Contract and will continue until the service start date.

**NTD**: National Transit Database.
Non-Dedicated Service Provider (NDSP): A company retained by the MBTA to operate vehicles on a non-dedicated basis onto which trips are scheduled. NDSPs may be technology platforms, traditional taxi fleets, transportation brokerages, or other companies who work in tandem to provide transportation to The RIDE on an as-needed basis.

On-Demand Benefit Level: The set of defined RIDE Customer benefits available as part of the Contractor’s On-Demand Program, to include Co-Pay, Maximum MBTA Subsidy, and Trip Allocation.

On-Demand Trip (or On-Demand Booking): Where a RIDE Customer books a trip directly through an NDSP’s mobile application, website, or call center. Contrast with Integrated Booking.

On-Time (or On-Time Performance): An Assigned Trip is considered on-time if Contractor picks up the RIDE Customer within 15 minutes of the scheduled pick-up time.

Opt-In Service: One of two Service Levels provided by NDSPs, as contemplated in this request for proposals. Many of the requirements imposed on Standard Service providers are not imposed on Opt-In Service providers; as such, RIDE Customers will be required to opt-in to receiving Opt-In Service to be eligible. See Opt-In Scope of Work for all requirements.

Personal Care Attendant (PCA): Any person who accompanies the RIDE Customer for the purpose of providing travel and other assistance to the RIDE Customer.

Response: Technical Proposal and Price Proposal submitted by each Bidder to the MBTA in response to this RFP.

Returned Trips: The subset of Assigned Trips that a Contractor does not agree to fulfill on the day of service, and instead returns to TRAC to be served by other NDSPs or DSPs (see “Assigned Trips” and “Accepted Trips”).

RIDE Customer: Any person with a disability that prevents them from using the MBTA bus, subway, or trolley all or some of the time, who has applied for eligibility for The RIDE program, and has been certified as ADA eligible for paratransit service by the MBTA.

Routematch: Paratransit software licensed by MBTA that provides all reservations, scheduling, dispatching and reporting functions for trips provided to RIDE Customers by The RIDE’s DSPs.

Service Hours: Any hour (or fraction thereof) that a Contractor vehicle is available to accept Assigned Trips and/or On-Demand Trips requested by RIDE Customers.

Service Level: Either Standard Service or Opt-In Service. Each Service Level has a corresponding Scope of Work.

Service Type: Combinations of Service Levels (Standard or Opt-In) and software (Routematch or Contractor Software). See RID D: SERVICE DISTINCTIONS for a summary of the key differences between each Service Type.

Shared Trip: An Integrated Trip in which the RIDE Customer is comingled with either other RIDE Customers or passengers utilizing the Contractor’s service through another means.

Standard Cancellation Fees: Any fees that may be administered against the MBTA by the Contractor in the event of an Assigned Trip cancellation less than 30 minutes prior to the scheduled pick up time, or as a result of a RIDE Customer not showing up for the Assigned Trip.

Standard Service: An MBTA paratransit compliant transportation service that is open to all current RIDE Customers. See Standard Scope of Work for all requirements.

Stand-By Trips (or Same-Day Trips): Integrated Trips that TRAC requests a Contractor serve on the same day (contrast with Assigned Trips).
Reliability: The measurement of a Contractor’s ability to complete On-Demand Trips. Reliability is defined as the percent of trips requested by RIDE Customers for the Contractor’s service that are completed by the Contractor.

The RIDE: MBTA’s ADA Complementary Paratransit service.

The RIDE Access Center (TRAC): The RIDE’s centralized call and control center. TRAC is responsible for reservations, scheduling, and dispatching. TRAC is operated under contract with a third party.

The RIDE Eligibility Center (TREC): The RIDE’s eligibility determination center. Individuals applying for eligibility as a RIDE Customer must appear in-person for a confidential interview with a Mobility Coordinator at The RIDE Eligibility Center. Specific transit use skills, abilities, and/or limitations will be identified and discussed for certification and re-certification. TREC is operated under contract with a third party.

Trip Allocation: The number of subsidized On-Demand Trips the RIDE customer will receive each month.

Vehicle Operator: Any employee, agent, subcontractor, or independent contractor who operates a vehicle used to provide service.

Weekday Trip Capacity: The maximum number of trips that Contractor permits MBTA or TRAC to schedule as Assigned Trips on Contractor’s service on weekdays (see Integrated Trips; Assigned Trips).

Weekend Trip Capacity: The maximum number of trips that Contractor permits MBTA or TRAC to schedule as Assigned Trips on Contractor’s service on weekends (see Integrated Trips; Assigned Trips).

Wheelchair-Accessible Vehicle (or “WAV”): A vehicle with a lift or ramp that can accommodate passengers who would remain in their wheelchair while boarding.
15 LIST OF REFERENCE INFORMATION DOCUMENTS ("RIDS")

15.1 RID A: THE RIDE GUIDE
15.2 RID B: SERVICE AREA MAP
15.3 RID C: TRAC SCOPE OF WORK
15.4 RID D: SERVICE DISTINCTIONS
15.5 RID E: THE RIDE UNIFORMS
16 APPENDICES

16.1 APPENDIX A: DRIVER/APPLICANT EXEMPTION PROCESS

The Massachusetts Department of Transportation classifies as a “commercial vehicle” any vehicle with a gross vehicle weight rating (“GVWR”) of 10,001 pounds or more, and imposes specific federal DOT medical and other certifications to permit operation of such vehicles in the Commonwealth. The law of the Commonwealth of Massachusetts and the MBTA (“Authority”) Contract each require that existing and new drivers of such vehicles pass a DOT physical exam, and remain medically certified to drive such vehicles.

For current and new drivers of sedans or other vehicles with a GVWR of less than 10,001 pounds, the Authority contractually requires passing a DOT physical exam, but the Authority will permit RIDE vendors to utilize the medical exemption process in Attachment A below for drivers who do not pass the DOT physical exam and, if RIDE vendors do so, RIDE vendors will be considered to have satisfied their contractual requirements with regard to medical certifications for drivers of vehicles less than 10,001 pounds.

Medical Exemption Process

Any driver/applicant of sedans or other vehicles with a GVWR of less than 10,001 pounds who fails the DOT physical exam will be notified that he/she can seek an exemption through his/her primary care physician. The employee or Vehicle Operator must provide his/her primary care physician with the medical record from the DOT physical exam stating the reason for the failure, all medical documentation, if any, that he/she provided to the physician conducting the DOT physical exam, and the Certification Form attached hereto as Attachment A (or a form that is substantially similar to Attachment A), which contains a Description of Services and Job Responsibilities. If the primary care physician executes Attachment A, or a substantially similar form, certifying that s/he has: 1) reviewed the required documentation; 2) understands the reason for the DOT physical exam failure; 3) determined that despite the DOT physical exam failure, in his/her professional medical opinion, the driver/applicant can safely discharge his/her job responsibilities as described in the Description of Services and Job Responsibilities; and; 4) the driver’s/applicant’s medical history reflects that the driver is compliant, and has a history of compliance, with all prescribed medications impacting his/her ability to drive then, upon submission of a completed certification in the form of Attachment A or a substantially similar form, said driver/applicant will be considered exempt.

1 If the primary care physician believes that the driver should be re-evaluated sooner than two years from the date of the exam, the physician should so indicate and provide a schedule for re-examination/re-certification.
Attachment A

DRIVER/APPLICANT EXEMPTION CERTIFICATION FORM

I, Dr. ____________________________, in my professional medical opinion based on my training and experience and my review the attached documentation, hereby certify as follows:

1. I understand that the reason ____________________________ (driver/applicant) failed a DOT physical exam is due to ____________________________; and

2. CHECK ONE

☐ A. Despite that failure, in my professional medical opinion, the driver/applicant can safely discharge his/her job responsibilities as described in the attached Description of Services and Job Responsibilities. Driver/Applicant should be evaluated again in two years.

OR

☐ B. Despite that failure, in my professional medical opinion, the driver/applicant is safe to discharge his/her job responsibilities as described in the attached Description of Services and Job Responsibilities, but periodic monitoring is required. Driver/Applicant is qualified only for [CHECK ONE]:

☐ 3 months
☐ 6 months
☐ 1 year

Driver/Applicant should be evaluated again at the end of that period.

OR

☐ C. In my professional medical opinion, the driver/applicant cannot safely discharge his/her job responsibilities as described in the attached Description of Services and Job Responsibilities.

3. In my professional medical opinion, the driver’s/applicant’s medical history reflects that the driver/applicant is compliant, and has a history of compliance, with all prescribed medications impacting his/her ability to drive.

CHECK ONE

☐ A. AGREE
☐ B. DISAGREE

Name, title, address
## APPENDIX B: PREFERRED INTEGRATED TRIP REPORT TEMPLATE

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<th>Fees</th>
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<th>Trip Outcome</th>
<th>Vehicle Type</th>
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<th>Actual Drop-Off Time</th>
<th>Actual Pick-Up Time</th>
<th>Dispatch Time</th>
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APPENDIX C: PROVIDER OPTIONS PILOT – CUSTOMER CONSENT

In consideration for receiving approval to participate in POP, you have read and understood the information provided above, and hereby release, waive, discharge and covenant not to sue the Massachusetts Bay Transportation Authority or its consultants or subcontractors (MBTA) and their directors, officers, servants, agents and employees ("Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by you, or to any property belonging to you, while participating in POP, or while in, on, or upon the premises where POP is being conducted, or in any vehicle, place or places connected where the ride is taken pursuant to the POP.
16.4 APPENDIX D: EMERGENCY PROCEDURES

Standard Operating Procedure

<table>
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<th>Page 1 of 4</th>
</tr>
</thead>
</table>

Date: [ ] Revised: [ ]

Revision: [ ]

PURPOSE
The purpose of this Standard Operating Procedure is to ensure the proper course of action is followed in the response and reporting of an incident or accident that occurred on operated RIDE Service.

SUMMARY
The TRAC Contractor management and dispatch are responsible to coordinate the response to any report of an incident/accident in the delivery of RIDE Service. This Standard Operating Procedure will outline the notification process and response strategy to be utilized in any event involving medical emergencies or personal injury on operated RIDE Service.

PROCEDURE
ONBOARD SERVICE PROVIDER or MBTA/RIDE VEHICLES in RIDE Service:
Whenever the TRAC dispatcher receives a report that a serious incident/accident/medical emergency or personal injury has occurred on a Service Provider or MBTA/RIDE vehicle, he / she must take the following steps:

Emergency

1. Dispatch asks questions to determine, vehicle number, driver’s name, location, type of problem, passenger name(s), assessment of injuries / condition, etc.
2. Dispatch asks driver if medical assistance and / or other emergency services (police, fire department) are needed.
3. If the answer is “yes”, an ambulance is called and takes passenger to hospital, doctor’s office, etc.
4. If CPR is required, driver will start CPR and continue until EMS arrives.
5. The vehicle’s location is verified with the Automatic Vehicle Locator (AVL) and a Supervisor is sent to the scene and to follow up as necessary (meet customer at Hospital, etc.). Dispatch advises management (who then advises the MBTA). See NOTIFICATION LIST.
6. If the answer is “no”, driver administers any first aid necessary then proceeds on with the run as scheduled, or as otherwise directed by management.
7. The driver writes up a full incident report as soon as possible depending on the severity of the incident, but no later than the end of the shift.

8. A follow-up call is placed to the passenger, and any witnesses, either later that day or the next morning.

9. A preliminary report is submitted to the MBTA within one hour of occurrence and a complete incident/accident report is sent to the MBTA within 24 hours.

**Emergency Vehicle Evacuation**
If there is an emergency evacuation, the driver will assist all passengers from the vehicle. If the emergency is to the front of the vehicle, passengers will be taken out the rear of the vehicle and if the emergency is to the rear of the vehicle, passengers will be taken out the front of the vehicle. In the case of a wheelchair passenger, and the lift is not functioning, the passenger will be removed from the wheelchair, placed on a blanket and pulled to the front or rear of the vehicle to exit.

**SERVICE PROVIDER PROPERTY/RIDE SERVICE:** Whenever the Service Provider management receives a report of a serious incident/accident/medical emergency or personal injury has occurred at or near the Service Provider’s property engaged in the delivery of RIDE Service, he/she must take the following steps:

**Emergency**

1. Ascertain from the manager a complete description of the incident including: name of the injured person, whether the injured person is conscious, visible symptoms or signs, best educated assessment of whether injured person’s condition is improving, stable or deteriorating.

2. If necessary, the on-scene supervisor should isolate and secure the area in which medical emergencies/personal injuries occur so that medical personnel can effectively perform their duties.

3. If necessary, block off, shutdown, and/or secure any equipment that may have been the cause of the injury.

4. Ensure maintenance crews are contacted to make necessary repairs to equipment.

5. Notify the appropriate Fire Department, ambulatory or EMS agency, and Police agencies with a complete report, which should include: all information obtained from the scene, exact location of injured party, best access point to the injured party.
NOTIFICATION

It shall be the responsibility of the TRAC Contractor Dispatcher to notify the TRAC manager on duty. The TRAC Manager is responsible to ensure proper notification to the MBTA and assist the Dispatcher in order to ensure immediate notification.

See NOTIFICATION LIST below.

The TRAC Dispatcher must also:

1. Notify the driver at the location that the emergency responders will be arriving and to assist in directing them to the proper location.
2. Notify all drivers to assist with trip requests on the run of the vehicle having the emergency.
3. Dispatchers should try to ascertain from personnel on the scene the anticipated duration of the emergency and relay that information to management.
4. Notify appropriate police, fire and medical personnel.

The TRAC Manager is responsible to:

1. Notify MBTA.
2. If necessary, begin to formulate alternative service plan with dispatch and drivers.
3. Notify Service Provider in accordance with Service Provider’s Drug and Alcohol policy.

NOTIFICATION LIST (This list will be provided upon Contract Award)
Senior Contract Administrator xxx-xxx-xxxx / Home xxx-xxx-xxxx / Cell xxx-xxx-xxxx
Deputy Director of Paratransit Operations xxx-xxx-xxxx
Operation Control Center (OCC) xxx-xxx-xxxx
MBTA Police xxx-xxx-xxxx
Customers’ emergency contact (available in Customer Database)
THIS INFORMATION SHOULD BE POSTED AT ALL DISPATCH LOCATIONS ALONG WITH A LISTING OF ALL LOCAL POLICE, FIRE AND EMERGENCY MEDICAL SERVICES (EMS) PHONE NUMBERS.

By signing below you are stating that you have reviewed the information in the SOP above and will follow this procedure. A copy of this form will be kept in your employee file.

Signature        Date
16.5 APPENDIX E: PRE-EMPLOYMENT REQUIREMENTS

16.5.1 CORI Guidelines for All employees and Vehicle Operators

i. General Guidelines

Consideration shall be given to:

a) Relevance of the crime to the position sought;
b) The nature of the work to be performed;
c) Time since the conviction;
d) Age of the candidate at the time of the offense;
e) Seriousness and specific circumstances of the offense;
f) The number of offenses;
g) Whether the candidate has pending charges;
h) Any relevant evidence of rehabilitation or lack thereof;
i) Any other relevant information, including information submitted by the candidate or requested by the Contractor.

ii. Specific Guidelines

1. Felony Convictions

a) Felony convictions shall be assessed on an individual basis employing the General Guidelines and assessing such factors as the number of convictions, type and dates of crime(s) committed, as well as the length of incarceration and the relevance of the crime to the position held or sought.
b) Depending upon an assessment of the CORI report, an individual may be deemed ineligible for employment, promotion, or transfer.
c) In the event that more than ten (10) years has elapsed since the date of the felony conviction, or the end of a period of incarceration resulting there from (whichever is later), an individual may be deemed eligible for employment.
d) However, if in the opinion of the Contractor, the nature of the crime and the candidate’s overall criminal record raises concern for public safety and/or may have a potentially negative impact on the Contractor’s business and/or operating interests, the candidate shall not be considered for employment, promotion or transfer. In the event that the candidate is a current employee of the Contractor, the candidate may be subject to termination of employment.
e) Any determination regarding concern for public safety and/or the potentially negative impact on the Contractor’s business and/or operating interests shall be made by the Contractor.

2. Misdemeanor Convictions

a) Misdemeanor convictions will be assessed on an individual basis employing the General Guidelines and assessing such factors as the number of convictions, type and dates of crime(s) committed, as well as the length of incarceration and the relevance of the crime to the position held or sought.
b) Applicants or employees will not be questioned about first convictions for the following misdemeanors: drunkenness, simple assault, speeding, minor traffic violations, affray or disturbance of the peace.

c) Applicants or employees will not be questioned about a conviction of a misdemeanor that is more than five years old unless there has been a subsequent conviction.

d) Depending upon an assessment of the CORI report, an individual may be deemed ineligible for employment, promotion, or transfer.

e) In the event that more than five (5) years has elapsed since the date of the misdemeanor conviction, or the end of a period of incarceration resulting (whichever is later), the candidate may be considered eligible for employment.

f) However, if in the opinion of the Contractor, the nature of the crime or the candidate’s overall criminal record raises concern for public safety and/or may have a potentially negative impact on Contractor’s business and/or operating interests, the candidate will not be considered for employment, promotion or transfer. In the event that the candidate is a current employee of the Contractor, the candidate may be subject to termination of employment.

g) Any determination regarding concern for public safety and/or the potentially negative impact on the Contractor’s business and/or operating interests shall be made by the Contractor.

3. Pending Cases

a) If a CORI inquiry results in the discovery of a pending/continued case(s), the Contractor will, by letter sent to the candidate’s address of record, instruct the candidate to obtain and deliver to the Contractor a court certified and numbered docket indicating final disposition(s) of any and all pending/continued cases within ten (10) business days of the date of Contractor’s letter. In the event that the candidate fails or is unable to provide the court certified final disposition for all matters within ten (10) business days, the candidate will not be considered for employment, promotion or transfer.

b) The Contractor shall not be required to hold open, beyond the above referenced ten (10) day period, any position for any candidate pending the disposition of an outstanding criminal matter(s).

c) In addition to the guidelines set forth herein above, it shall further be the policy of the Contractor that a compelling presumption shall exist that said applicant is unfit for Contractor employment, if any applicant has been convicted of a crime involving:

   a. criminal sexual activity
   b. violence constituting a felony
   c. controlled substances
   d. larceny such as theft or embezzlement
   e. driving under the influence of alcohol and/or drugs on more than one occasion

16.5.2 Driving Record Policy for Vehicle Operators and Safety Supervisors

i. A candidate for Vehicle Operator will not be considered for further employment with the Authority if he/she has a driving record containing any of the following:
1. An Automobile Law Violation(s) within the past 2 years;
2. An At-Fault Accident within the past 2 years;
3. A Major Traffic Law Violation within the past 5 years;
4. A license suspension in the past 5 years that resulted from one or more Automobile Law Violations;
5. Any license suspension resulting from a drug conviction (codified in Massachusetts at M.G.L. c. 90 Section 22) within past 10 years;
6. A conviction, a guilty plea, an assignment to a 24D program or a driver alcohol education program as an alternative disposition on a DWI charge, or a finding of responsibility or a continuance without a finding ("CWOF") of Driving Under the Influence ("DUI"), Driving While Intoxicated ("DWI"), Operating Under the Influence ("OUI") or like violations in other states or jurisdictions within the past ten (10) years;
7. A refusal of a breathalyzer test in the past 10 years;
8. An Interlock restriction on his/her driver's license in the past 10 years; or

ii. Driving Record Definitions:

1. At-fault Accident: Refers to any motor vehicle accident where the licensee was determined by a court, state agency, and/or insurance company to be more than 50% at fault for causing the accident.
2. Automobile Law Violation: synonymous in meaning and equal in scope to the definition contained in M.G.L c.90C, §1. This term encompasses any convictions, findings of responsibility, guilty pleas, and/or admissions to sufficient facts, including a continuance without a finding ("CWOF"), for both criminal and civil motor vehicle violations. It does not include a violation of any rule, regulation, order, ordinance, or by-law regulating the parking of motor vehicles.
3. Major Traffic Law Violation: refers to any convictions, findings of responsibility, guilty pleas, and/or admissions to sufficient facts, including a continuance without a finding ("CWOF"), for each of the major traffic law violations listed in Appendix A, at 211 CMR 92, including, but not limited to, driving to endanger or reckless driving, operating under the influence of liquor or narcotics, operating after revocation of license, and vehicular homicide.
## 16.6 APPENDIX F: CONTRACTOR RAMP UP SCHEDULE

This Schedule specifies the minimum number of Assigned Trips for each phase of the schedule to incrementally ramp up service. The below Schedule notwithstanding, the following guidelines always apply:

1. Regardless of the Minimum Trip Guarantee, MBTA and Contractor may always mutually agree to a higher number of Assigned Trips.
2. During Phase 1, if Reliability falls below 95%, or On-Time Performance falls below 85%, for a rolling five day period, the Minimum Trip Guarantee falls to 25% of Guaranteed Assigned Trip Volume per day.
3. During Phase 2, if Reliability falls below 95%, or On-Time Performance falls below 85%, for a rolling five day period, Contractor falls back to Phase 1.

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<th>Phase #</th>
<th>Duration</th>
<th>Minimum Trip Guarantee</th>
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<td>Ramp-Up</td>
<td>Starts: At the beginning of Mobilization Period.</td>
<td>0% of Guaranteed Assigned Trip Volume</td>
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<td>Ends: When Contractor notifies MBTA that it is prepared to serve 50 ADA Trips per day.</td>
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<td>Phase 1</td>
<td>Starts: At the conclusion of the Ramp-Up.</td>
<td>50% of Guaranteed Assigned Trip Volume</td>
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<td>Advances to Phase 2: Contractor’s On-Time Performance meets or exceeds 90%, and Contractor’s Reliability meets or exceeds 97%, for a rolling 10 day period; or upon MBTA’s approval.</td>
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<td>Example: Over the course of a 10-day period starting on a Wednesday, and ending on a Tuesday two weeks later, Contractor receives 600 Assigned Trips, and completes 585 of these trips, of which 571 are served on-time. Phase 2 begins.</td>
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<td>Phase 2</td>
<td>Starts: At the conclusion of the Phase 1 and prior to 120 days from start of Mobilization Period.</td>
<td>100% of Guaranteed Assigned Trip Volume</td>
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16.7 APPENDIX G: ROUTEMATCH TABLET MINIMUM REQUIREMENTS

1. OS
   - OS
     - Android 8.1 Oreo

2. Processor
   - Processor Speed, Type
     - Qualcomm MSM 8917

3. Battery
   - Battery Type and Size
     - Li-Ion 5000
   - Internet Use Time
     - Up to 12 hours

4. Memory
   - Internal Memory
     - 2GB(RAM) + 32GB
   - External Memory/microSD™ Capacity
     - microSD up to 400GB

5. Connectivity
   - Wi-Fi
     - 802.11 a/b/g/n 2.4+5GHz
   - Bluetooth
     - Bluetooth v4.2
   - Bluetooth Profiles
     - A2DP, AVRCP, DI, HID, HOGP, HSP, OPP, PAN
   - Wi-Fi Direct
     - Yes

6. Display
   - Main Display Resolution
     - 1280 x 800 (WXGA)
   - Main Display Size
     - 8.0" (203.1mm)
Main Display Technology
- TFT

Color Depth
- 16M

7. Key Features
- GPS Navigation
  - GPS, Glonass

8. Audio
- Standard Features
  - Audio Streaming
- Audio Playing Format
  - MP3, M4A, 3GA, AAC, OGG, OGA, WAV, WMA, AMR, AWB, FLAC, MID, MIDI, XMF, MXMF, IMY, RTTTL, RTX, OTA
- Speaker
  - Mono (1612 3.0t)

9. Video
- Standard Features
  - Video Streaming, Video Player
- Video Playing Format
  - MP4, M4V, 3GP, 3G2, WMV, ASF, AVI, FLV, MKV, WEBM

10. Sensor Type
- Type
  - Accelerometer
16.8 APPENDIX H: BUS SAFETY PLAN
See COMMBUYS.

16.9 APPENDIX I: MBTA DRUG AND ALCOHOL POLICY
See COMMBUYS.

16.10 APPENDIX J: WCAG 2.0 STANDARDS
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1.0 INTRODUCTION

The MBTA is seeking qualified Non-dedicated Service Providers (“NDSPs”) to complement its ADA Paratransit Service, The RIDE, over a two-year, ten-month base period beginning September 1, 2020 through June 30, 2023 with two one-year options, running from July 1, 2023 to June 30, 2025, each to be exercised separately, at the sole discretion of the MBTA.

All NDSPs engaged under this Request for Proposals will provide service under one or both of two Scopes of Work. Each Scope of Work covers a distinct “Service Level” (either Standard Service or Opt-in Service). Each Scope of Work also includes options for Bidders to choose what software will be used (either the MBTA’s software, Routematch, or the Bidder’s own) and what Delivery Model(s) Bidder will provide (either integrated, booked through TRAC, and/or on-demand, booked directly through Bidder’s application).

See RID D: Service Distinctions in both Scopes of Work for a summary of the key differences between each Service Type and Delivery Model.

The MBTA plans to award Contracts to up to four providers of Standard Service, and up to four providers of Opt-In Service, although the MBTA reserves the right, in its sole discretion, to award Contracts to any number of providers. All other factors held equal, the MBTA prefers Standard Service proposals to Opt-In Service proposals, as well as proposals that include both Integrated and On-Demand service.

Bidders may submit proposals for one or both of the two Service Types. See Sections 3.0, 5.0, and 6.0 for detailed submittal requirements. Proposals must include one or both Delivery Models.

Bidders may be selected to provide any Service Type or Delivery Model for which they provide a responsive proposal, and Bidders submitting proposals for more than one Service Type or Delivery Model may be selected to provide more than one Service Type or Delivery Model.

1.1 DEFINITIONS


ADA Complementary Paratransit: Transportation service for individuals with disabilities who are unable to navigate or access the fixed route (i.e., train, bus) public transit system.

Accepted Trips: The subset of Assigned Trips that a Contractor agrees to fulfill on the day of service (see “Assigned Trips” and “Returned Trips”).

Approved On-Demand Customers: Any RIDE Customer who MBTA has determined is eligible for MBTA-subsidized trips provided by Contractor.

Assigned Trips: Integrated Trips that are assigned to a Contractor on the night before the day of service. All Assigned Trips are either accepted by the Contractor (“Accepted Trips”) or returned to TRAC (“Returned Trips”).

Bidder: An individual or organization proposing to enter into a Contract to provide a service to the MBTA.

Complaint: An individual instance of communication with one or more Issues about the RIDE service.

Contract: The document executed by the MBTA and the Contractor, in form and substance as set forth in the General Instructions to Bidder and Bid Form, Contract Terms and Conditions, Scope of Work, and Compensation and Pricing.

Contractor: The entity with which MBTA executes the Contract.

Contractor Software: Software that is provided and utilized by a Contractor to allow for the reservation, scheduling, and dispatching of trips.
Co-Pay: The portion of the total cost of an Assigned or On-Demand Trip that the RIDE Customer is responsible for paying. For On-Demand Trips the Co-Pay shall be collected by the Contractor; for Assigned Trips Co-Pay shall be collected by the MBTA.

Dedicated Service Provider (DSP): A company retained by the MBTA to operate and maintain MBTA-owned revenue vehicles on a dedicated basis onto which trips are scheduled.

Delivery Model: The method by which a trip may be booked and fulfilled by a RIDE Customer. The two Delivery Models being contemplated in this Request for Proposals are Integrated Booking and On-Demand Booking.

Dynamic Pricing or Surge Pricing: Trip-pricing methodologies, typically employed by transportation network companies, where the cost per minute or mile may change in response to changes in the real-time demand from riders and real-time supply of Vehicle Operators.

Expansion Plan: A detailed guide to be provided by the Contractor as part of the Mobilization Period if Contractor is proposing to expand its current geographic reach as part of serving this contract. The Expansion Plan shall be submitted to the MBTA during the Mobilization Period, and will include, but is not limited to, steps to increase geographic coverage, steps to increase capacity, and timeline.

Guaranteed Assigned Trip Volume: The number of Assigned Trips, per day, that MBTA guarantees to Contractor’s offering Standard Service.

Integrated Trips (or Integrated Booking): Where a RIDE Customer books a trip through TRAC, and TRAC decides whether the RIDE Customer’s trip will be served by a NDSP or DSP. Contrast with On-Demand Booking.

In-Vehicle Technology: MBTA-specified technology, including tablets and Vehicle Audio and Video Data Recorders, used in each vehicle.

Investigation: The process by which the MBTA and/or Contractor shall research claims made as part of an Issue.

Issue: The specific grievance reported as part of a Complaint.

Issue Response: Any reply to an Issue by either the MBTA or the Contractor following an Investigation.

Key Personnel: Includes the Contractor’s Project Manager, Training Manager, and Safety Manager.

Massachusetts Bay Transportation Authority or MBTA: The political body and political subdivision of the Commonwealth of Massachusetts existing pursuant to Mass. Gen. Laws, ch. 161A (as amended). Also referred to herein as the “Authority”.

Maximum MBTA Subsidy: The maximum amount the MBTA will contribute towards any On-Demand Trip cost.

MBTA Subsidy: The actual amount the MBTA contributes towards the total On-Demand Trip cost.

Mobilization Period: The Mobilization Period will start at the date of the execution of the Contract and will continue until the service start date.

NTD: National Transit Database.

Non-Dedicated Service Provider (NDSP): A company retained by the MBTA to operate vehicles on a non-dedicated basis onto which trips are scheduled. NDSPs may be technology platforms, traditional taxi fleets, transportation brokerages, or other companies who work in tandem to provide transportation to The RIDE on an as-needed basis.

On-Demand Benefit Level: The set of defined RIDE Customer benefits available as part of the Contractor’s On-Demand Program, to include Co-Pay, Maximum MBTA Subsidy, and Trip Allocation.
On-Demand Trip (or On-Demand Booking): Where a RIDE Customer books a trip directly through an NDSP’s mobile application, website, or call center. Contrast with Integrated Booking.

On-Time (or On-Time Performance): An Assigned Trip is considered on-time if Contractor picks up the RIDE Customer within 15 minutes of the scheduled pick-up time.

Opt-In Service: One of two Service Levels provided by NDSPs, as contemplated in this request for proposals. Many of the requirements imposed on Standard Service providers are not imposed on Opt-In Service providers; as such, RIDE Customers will be required to opt-in to receiving Opt-In Service to be eligible. See Opt-In Scope of Work for all requirements.

Personal Care Attendant (PCA): Any person who accompanies the RIDE Customer for the purpose of providing travel and other assistance to the RIDE Customer.

Response: Technical Proposal and Price Proposal submitted by each Bidder to the MBTA in response to this RFP.

Returned Trips: The subset of Assigned Trips that a Contractor does not agree to fulfill on the day of service, and instead returns to TRAC to be served by other NDSPs or DSPs (see “Assigned Trips” and “Accepted Trips”).

RIDE Customer: Any person with a disability that prevents them from using the MBTA bus, subway, or trolley all or some of the time, who has applied for eligibility for The RIDE program, and has been certified as ADA eligible for paratransit service by the MBTA.

Routematch: Paratransit software licensed by MBTA that provides all reservations, scheduling, dispatching and reporting functions for trips provided to RIDE Customers by The RIDE’s DSPs.

Service Hours: Any hour (or fraction thereof) that a Contractor vehicle is available to accept Assigned Trips and/or On-Demand Trips requested by RIDE Customers.

Service Level: Either Standard Service or Opt-In Service. Each Service Level has a corresponding Scope of Work.

Service Type: Combinations of Service Levels (Standard or Opt-In) and software (Routematch or Contractor Software). See RID D: Service Distinctions for a summary of the key differences between each Service Type.

Shared Trip: An Integrated Trip in which the RIDE Customer is comingled with either other RIDE Customers or passengers utilizing the Contractor’s service through another means.

Standard Cancellation Fees: Any fees that may be administered against the MBTA by the Contractor in the event of an Assigned Trip cancellation less than 30 minutes prior to the scheduled pick up time, or as a result of a RIDE Customer not showing up for the Assigned Trip.

Standard Service: An MBTA paratransit compliant transportation service that is open to all current RIDE Customers. See Standard Scope of Work for all requirements.

Stand-By Trips (or Same-Day Trips): Integrated Trips that TRAC requests a Contractor serve on the same day (contrast with Assigned Trips).

Reliability: The measurement of a Contractor’s ability to complete On-Demand Trips. Reliability is defined as the percent of trips requested by RIDE Customers for the Contractor’s service that are completed by the Contractor.

The RIDE: MBTA’s ADA Complementary Paratransit service.

The RIDE Access Center (TRAC): The RIDE’s centralized call and control center. TRAC is responsible for reservations, scheduling, and dispatching. TRAC is operated under contract with a third party.
The RIDE Eligibility Center (TREC): The RIDE’s eligibility determination center. Individuals applying for eligibility as a RIDE Customer must appear in-person for a confidential interview with a Mobility Coordinator at The RIDE Eligibility Center. Specific transit use skills, abilities, and/or limitations will be identified and discussed for certification and re-certification. TREC is operated under contract with a third party.

Trip Allocation: The number of subsidized On-Demand Trips the RIDE customer will receive each month.

Vehicle Operator: Any employee, agent, subcontractor, or independent contractor who operates a vehicle used to provide service.

Weekday Trip Capacity: The maximum number of trips that Contractor permits MBTA or TRAC to schedule as Assigned Trips on Contractor’s service on weekdays (see Integrated Trips; Assigned Trips).

Weekend Trip Capacity: The maximum number of trips that Contractor permits MBTA or TRAC to schedule as Assigned Trips on Contractor’s service on weekends (see Integrated Trips; Assigned Trips).

Wheelchair-Accessible Vehicle (or “WAV”): A vehicle with a lift or ramp that can accommodate passengers who would remain in their wheelchair while boarding.

1.2 SCOPE DESCRIPTION

1.2.1 The RIDE Overview

The RIDE program of the MBTA provides door-to-door paratransit service to persons with disabilities who are unable to access or use the MBTA’s fixed route transit system some or all of the time due to a qualifying physical, cognitive or mental disability. Since it began operation in 1977, the service has grown from a relatively small operation serving a 12-square mile area in Brookline, Cambridge, and parts of Boston, to one of the largest ADA paratransit operations in the nation serving an approximately 700 square mile area including 58 cities and towns with a combined population of 2.5 million. In Fiscal Year (“FY”) 2019, The RIDE provided approximately 1.8 million trips to RIDE Customers and 2.0 million total trips, which includes Personal Care Attendants (“PCAs”) and companions. For a full description of The RIDE and its current policies, see The RIDE’s website: https://www.mbta.com/accessibility/the-ride.

1.2.2 Paratransit Vision

The MBTA seeks to provide paratransit service that is safe, convenient, cost-effective, and reliable. To achieve this vision in an environment of growing ridership, increasing customer needs, and tighter operating budgets, the MBTA is focused on enhancing operational structures, pioneering new technologies, and leveraging the vast array of data generated from the paratransit system using advanced analytics.

1.2.3 On-Going NDSP Pilots

1.2.3.1 On-Demand Paratransit Pilot:

Utilization of NDSPs first began in October 2016, when The RIDE initiated the On-Demand Paratransit Pilot with partners Uber and Lyft. In September 2018, Curb Mobility, a transportation network company connecting passengers with local taxis, joined the On-Demand Pilot.

Through the On-Demand Pilot, RIDE Customers who have created accounts with Uber, Lyft, or Curb are able to book trips on-demand through the Uber, Lyft or Curb apps, or by phone (Lyft and Curb customers only), for as little as a $1 RIDE Customer Co-Pay. MBTA provides up to $40 in per-trip subsidies, and the RIDE Customer covers any additional amount.

The On-Demand Pilot has proven very popular with RIDE Customers: as of January 2020, there were over 2,200 total active pilot customers, and this group took over 24,000 subsidized pilot trips. On-Demand Pilot customers take, on average, roughly 55% more total paratransit trips (including RIDE trips and Pilot trips) after enrolling in the On-Demand Pilot.
1.2.3.2 Provider Options Pilot (“POP”):

In April 2019, The RIDE introduced the Provider Options Pilot. Under POP, RIDE Customers can opt-in to receive paratransit service from the pilot’s current roster of “Optional Providers”—Lyft and Curb—when the RIDE Customer calls TRAC to reserve a trip. POP allows TRAC to identify which “opt-in” trips should be shifted to POP’s Optional Providers, and which trips should remain on The RIDE’s dedicated vehicles, allowing for greater service efficiency, better on-time performance, and lower total system costs.

Over 800 RIDE Customers have opted in to POP service. TRAC continues to increase the number of RIDE Customer trips served by POP. In January 2020, the Optional Providers served over 1,000 trips.

1.2.4 NDSP RFP Vision

As established by the On-Demand Pilot and POP, NDSPs can reduce the total cost of providing paratransit service while also improving the customer experience. NDSPs are well-suited to the following services:

- **Peak trips:** NDSPs can provide needed service during peak demand, when there is the greatest number of trip requests and the addition of DSP runs to serve all peak trips would lead to excess supply at off-peak hours. NDSPs may therefore be a more cost-effective option for the MBTA during The RIDE’s peak demand periods (typically 7:00 AM – 9:00 AM, and 2:00 PM – 5:00 PM).

- **“One-off” trips:** NDSPs are also a better choice in regions or at times where trip density is low. Because the MBTA pays its DSPs per service hour (instead of per trip), DSP service is most cost-effective when vehicle productivity (i.e., trips per service hour) is high. NDSPs are therefore an ideal option:
  - During very low-demand hours (typically 5:00 AM – 6:00 AM and 8:00 PM – 1:00 AM); and
  - In cities and towns far outside Boston (see RID B: Service Area Map, and note the regions closer to the border of The RIDE’s service area.).

With these expected benefits in mind, the MBTA expects to engage multiple Contractors under this RFP, allocating trips to each according to a variety of factors, including, but not limited to, the expected cost, quality, and accessibility of service. Table 1-1, below, provides historic and forecasted RIDE trip volumes by year:

<table>
<thead>
<tr>
<th>TABLE 1-1: HISTORICAL &amp; FORECAST PARATRANSIT DEMAND</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Year</strong></td>
</tr>
<tr>
<td>Trips provided by DSP</td>
</tr>
<tr>
<td>Trips provided by NDSP</td>
</tr>
</tbody>
</table>

*Trips for FY20 and later fiscal years are forecasted. MBTA makes no guarantees as to overall trip volumes or total trips assigned to all NDSPs. Daily trip guarantees for Standard Service NDSP Contractors are provided under Section 1.2 of both Scopes of Work.
1.2.5 Summary of Responsibilities

Contractors will interface with MBTA and other parties under contract with MBTA to perform its work. Responsibilities are briefly summarized below:

1.2.5.1 MBTA

MBTA will oversee the long-term success of The RIDE, including defining and implementing the vision, purpose, and strategies for the program and building and maintaining positive, complementary, and high-performing partnerships with Contractors. MBTA will be responsible for procuring and monitoring contracts with NDSP Contractors, DSPs, TRAC, TREC, and Routematch. MBTA will also be responsible for reviewing and approving changes to service parameters, operating procedures, and service policies.

1.2.5.2 The RIDE Access Center (“TRAC”)

TRAC shall be responsible for performing all reservations, scheduling, and dispatching duties, including the scheduling of trips on NDSP Contractor vehicles or platforms. TRAC shall also lead the development and optimization of trip routing for DSPs; perform quality assurance, customer satisfaction, service analysis and planning, and workforce management duties; and optimize the mix of DSPs and NDSPs providing service on The RIDE’s behalf. More detail can be found in RID C: TRAC Scope of Work.

1.2.5.3 Routematch

MBTA and TRAC are transitioning to a new paratransit software vendor, Routematch, which provides a complete front-end and back-end reservations, scheduling, dispatching and reporting solution. Routematch stores RIDE Customer profiles and eligibility information; provides the reservations interface; schedules trips (on both DSPs and, potentially, NDSPs), sets DSP trip routing, and provides reporting on DSP performance. Routematch shall be jointly responsible, along with all NDSP Contractors, for integrating Routematch and NDSP Contractor software for purposes of trip scheduling, reporting, and reconciliation. While currently transitioning, Routematch will be fully deployed at the time of contract execution.

1.2.5.4 NDSPs (or Contractors)

NDSPs will provide non-dedicated transportation service that will complement the service provided by The RIDE’s DSPs. MBTA and TRAC intend to rely on NDSPs to increase scheduling flexibility and thereby lower costs, and to promote customer convenience and mobility. See Section 1.2.4 for MBTA’s vision for NDSPs.

1.3 FUNDING

The Contract will be funded using non-federal funds.

1.4 DURATION OF INSTRUCTIONS

This RFP shall remain in force until the execution of the Contract, or until modified or cancelled by the MBTA.

1.5 ACQUISITION METHOD(S)

The Acquisition Method for this RFP is fee for service.

1.6 EVALUATION CRITERIA

The evaluation method for this RFP is Best Value.

1.7 NUMBER OF CONTRACT AWARDS

The target number of Contract awards pursuant to this RFP is up to four providers of Standard Service, and up to four providers of Opt-In Service. The MBTA reserves the right to award more, fewer, or no contracts if it is in its best interests to do so.
Adding Contractors after Contract Award

If, over the life of the Contract, the MBTA determines that additional NDSP Contractors should be added, these may first be drawn from qualified Bidders that responded to this Solicitation but were not awarded contracts. If necessary to meet the requirements of the Commonwealth, the Solicitation may be reopened to obtain additional bids.

1.8 RESULTING CONTRACT USE

Contract(s) resulting from this RFP will be solely restricted to the MBTA’s use.

1.9 EXPECTED CONTRACT DURATION

The maximum resulting contract duration is anticipated to be five years plus an initial mobilization period, as follows:

<table>
<thead>
<tr>
<th>Contract execution</th>
<th>August 2020 (estimated)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization</td>
<td>To be completed no later than August 31, 2020</td>
</tr>
<tr>
<td>“Year 1”</td>
<td>Fiscal Year 2021 (September 1, 2020 through June 30, 2021)</td>
</tr>
<tr>
<td>“Year 2”</td>
<td>Fiscal Year 2022 (July 1, 2021, through June 30, 2022)</td>
</tr>
<tr>
<td>“Year 3”</td>
<td>Fiscal Year 2023 (July 1, 2022, through June 30, 2023)</td>
</tr>
<tr>
<td>“Option Year 1”</td>
<td>Fiscal Year 2024 (July 1, 2023, through June 30, 2024)</td>
</tr>
<tr>
<td>“Option Year 2”</td>
<td>Fiscal Year 2025 (July 1, 2024, through June 30, 2025)</td>
</tr>
</tbody>
</table>

2.0 PROCUREMENT PROCESS

2.1 PROCUREMENT METHOD

This RFP is issued pursuant to the following regulations:

a) 801 CMR 21.00.

Bidder shall be responsible for making itself fully aware of, complying with, and in its Response addressing the impact of and compliance with all applicable laws and regulations.

2.2 RFP CALENDAR AND DELIVERY INSTRUCTIONS

Bidder is required to prepare and submit all required documents listed in Sections 5.0 and 6.0 to MBTA electronically via COMMBUYS with COMMBUYS #BD- INSERT NUMBER and RFP# [Title] indicated in the Subject Line of each communication.

The MBTA anticipates carrying out the procurement process in accordance with the schedule noted in Table 2-1. All times are local Boston, Massachusetts, USA, times unless otherwise indicated. The schedule is subject to modification at the sole discretion of the MBTA. Bidders will be notified of any change by an addendum to this RFP posted on COMMBUYS. Bidders are solely responsible for monitoring COMMBUYS for any updates to this procurement.

Late bids will not be considered or evaluated. Bidders are advised to allow sufficient time to upload all bid documents in advance of the bid deadline.
### Table 2-1: RFP CALENDAR

<table>
<thead>
<tr>
<th>Procurement Activity</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP issued</td>
<td>March 9, 2020</td>
<td>12:00pm</td>
</tr>
<tr>
<td>Bidder’s conference (in-person and conference call)</td>
<td>March 16, 2020</td>
<td>12:00pm</td>
</tr>
<tr>
<td>Deadline for submission of Confidentiality and Non-Disclosure Agreement (see Section 2.3.2)</td>
<td>March 27, 2020</td>
<td>12:00pm</td>
</tr>
<tr>
<td>Deadline for submission of Proposer questions via COMMBUYS</td>
<td>Submit up until March 30, 2020</td>
<td>12:00pm</td>
</tr>
<tr>
<td>Official Answers for Bid Q&amp;A published by MBTA on COMMBUYS</td>
<td>Ongoing, no later than April 6, 2020</td>
<td>12:00pm</td>
</tr>
<tr>
<td><strong>Response Due Date</strong></td>
<td>April 20, 2020</td>
<td>12:00pm</td>
</tr>
<tr>
<td>Bidder presentations at MBTA offices (estimated)</td>
<td>May 18-20, 2020</td>
<td></td>
</tr>
<tr>
<td>Evaluation, Selection and Contract Negotiations (estimated)</td>
<td>June 2020</td>
<td></td>
</tr>
<tr>
<td>Fiscal Management Control Board award, if required (estimated)</td>
<td>July 2020</td>
<td></td>
</tr>
<tr>
<td><strong>Contract Execution (estimated)</strong></td>
<td>August 2020</td>
<td></td>
</tr>
<tr>
<td>Mobilization (estimated)</td>
<td>August 2020</td>
<td></td>
</tr>
<tr>
<td><strong>Service Start Date (estimated)</strong></td>
<td>September 2020</td>
<td></td>
</tr>
</tbody>
</table>

### 2.3 RFP DOCUMENTS

#### 2.3.1 RFP Organization

This RFP is comprised of the following sections, which shall be read as a single document:

1. General Instructions to Bidder and Bid Form
2. Contract Terms and Conditions
3. Scope of Work
4. Compensation and Invoicing

In addition, Reference Information Documents (“RIDs”) are issued. The MBTA has provided the RIDs to Bidders solely for the purposes of disclosure, and does not represent, warrant, or guarantee the accuracy or completeness of the RIDs or the information contained in the RIDs.

#### 2.3.2 Dissemination of Confidential Information

Pursuant to this RFP, the MBTA will provide to Bidders certain information, which the MBTA deems Confidential (“Confidential information”). In order to obtain the Confidential Information necessary to the
development of Responses, Bidders are required to obtain and execute the MBTA’s Confidentiality and Non-Disclosure Agreement. Bidders can obtain the Confidentiality and Non-Disclosure Agreement via COMMBUYSS (see Section 2.4). Please execute and return the Confidentiality and Non-Disclosure Agreement by March 27, 2020 to the MBTA’s Designated Representative identified in Section 2.5.1 by submitting it to confidential@mbta.com, so that the MBTA can provide Bidders with the Confidential Information in a timely manner.

2.3.3 Examination of RFP

Each Bidder shall be solely responsible for examining, with appropriate care and diligence, the RFP, including RIDs and any addenda and material made available to Bidders by the MBTA, and for informing itself with respect to any and all conditions that may in any way affect the amount or nature of its Response, or the performance of the Contractor’s obligations under the Contract with the MBTA. Failure of Bidder to so examine and inform itself shall be at its sole risk, and the MBTA will provide no relief for any error or omission.

The submission of a Response shall be considered prima facie evidence that Bidder has made the above-described examination and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the Contract.

2.4 COMMBUYSS

This RFP will be launched and managed via COMMBUYSS. Instructions for log-in and use of COMMBUYSS are described in http://www.mass.gov/anf/docs/osd/forms/instructions-for-vendors-responding-to-bids.docx.

Bidders may also contact the COMMBUYSS Helpdesk at COMMBUYSS@state.ma.us or the COMMBUYSS Helpline at 1-888-MA-STATE. The Helpline is staffed from 8:00 a.m. to 5:00 p.m. Monday through Friday (Eastern Time), except on federal, state, and Suffolk county holidays.

It is the responsibility of Bidders to maintain an active registration in COMMBUYSS and to keep current the email address of Bidder’s Designated Representative and to monitor that email inbox for communications from the MBTA, including responses to Bidder questions. The MBTA and the Commonwealth assume no responsibility if a Bidder’s designated email address is not current, or if technical problems, including those with Bidder’s computer, network, or internet service provider (“ISP”) cause email communications sent to or from Bidder and the MBTA to be lost or rejected by any means including email or spam filtering.

Bidder shall review and study all documents thoroughly and report any discrepancies, omissions, technical queries, or other clarifications via COMMBUYSS.

Questions and clarification requests submitted by Bidder will, together with MBTA’s response be made available to all Bidders via COMMBUYSS.

2.5 DESIGNATED REPRESENTATIVES FOR COMMUNICATIONS AND OTHER INFORMATION

2.5.1 MBTA’s Designated Representative

Unless specifically stated otherwise in this RFP, Bidder must submit changes to Bidder’s designated representative (as per Section 2.5.2) and any other communications in to the MBTA’s Point of Contact via COMMBUYSS. The MBTA’s Point of Contact is Tracey Dionne, tdionne@mbta.com.

2.5.2 Identification of Bidder Designated Representative

Bidder’s Designated Representative to act on behalf of Bidder relating to this procurement is the individual identified in COMMBUYSS. When submitting a Bid, Bidder must identify to the MBTA’s Point of Contact its own Designated Representative to act on behalf of Bidder relating to this procurement.
2.6 BIDDERS’ CONFERENCES

The MBTA reserves the right to hold one or more Bidders’ conferences with all Bidders at any time prior to the Response Date. Bidders’ conferences may be held either in person or by telephonic or electronic means. If held telephonically or electronically, Bidders’ conference will permit interactive communication between all Bidders and the MBTA. The MBTA will provide written notice of any Bidders’ conference via COMMBUYS. If a Bidders’ conference is conducted by telephonic or electronic means, the notice will inform Bidders of the manner of the meeting.

Each Bidder, by submittal of its Response, acknowledges the opportunity to attend any Bidders’ conference, if held, was offered to all Bidders, and waives any right to challenge this procurement based on its attendance at, or failure to attend, a Bidders’ conference.

Each Bidder is encouraged to attend Bidders’ conferences, if held, with appropriate members of its proposed staff, and if requested by the MBTA, senior representatives of proposed team members identified by the MBTA.

Nothing stated at any Bidders’ conference or included in a written record or summary of a Bidders conference will modify RFP unless it is incorporated in an addendum issued pursuant to Section 2.8.

2.7 CLARIFICATIONS OF SPECIFICATIONS, QUESTIONS AND ANSWERS REGARDING THE RFP

Bidders shall review the RFP and any addenda issued by the MBTA prior to the Response Date, and request written clarification or interpretation of any perceived discrepancy, deficiency, ambiguity, error, or omission contained therein, or of any provision which Bidder fails to understand or to which Bidder is suggesting a change. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be provided by the MBTA. Bidders shall submit, and the MBTA will respond to, questions and requests for written clarification in accordance with this Section 2.2.

Questions and clarification requests shall be minimized or aggregated to the extent possible. All questions and clarification requests shall be made by Bidder by pressing the “Bid Q&A” tab for the RFP in COMMBUYS. Such comments and questions may be submitted at any time prior to the applicable date specified in Section 2.2 or such later date as may be specified in any addendum and shall: (i) be sequentially numbered; (ii) identify the document; (iii) identify the relevant section number and page number or, if it is a general question, indicate so; and (iv) not identify Bidder in the body of the question or contain proprietary or confidential information. Questions submitted in any other format or method than that described above will not be considered.

Responses to requests for clarification or questions will be provided in writing and issued by the MBTA’s Designated Representative via COMMBUYS on a rolling basis starting upon the release of the procurement. In addition, the MBTA reserves the right to, in its sole discretion, not answer all questions submitted by Bidders.

It is Bidder’s responsibility to verify the MBTA’s receipt of questions and clarification requests.

2.8 RFP ADDENDUM

The MBTA reserves the right to issue addenda to the RFP after initial publication.

The MBTA will not be bound by, and Bidders should not rely on, any oral communications regarding the RFP. Use of any information gathered or received from other agencies or entities shall be at Bidder’s own risk. Only information verified in writing by the MBTA will be considered reliable.

It is each Bidder’s responsibility to check COMMBUYS for any addenda and any Bid Q&A records related to this RFP. The MBTA and the Commonwealth accept no responsibility and will provide no accommodation to Bidders who submit their Response based on an out-of-date RFP or on information received from a source other than COMMBUYS.
Bidder shall acknowledge in its Bid Cover Letter (see Enclosure 1, Section 7.1) receipt of all addenda and question and answer responses. Failure to acknowledge such receipt may cause the Response to be deemed non-responsive and be rejected.

2.9 RULES OF CONTACT

Starting on the date the RFP is issued and ending on the earliest of (a) the award and execution of the Contract, (b) rejection of all Responses by the MBTA, or (c) cancellation of the procurement, the following rules of contact shall apply. These rules are designed to promote a fair and unbiased procurement process. Contact includes face-to-face, telephone, email, or formal written communication.

The specific rules of contact are as follows:

i. No Bidder, or any of its team members, may communicate with another Bidder or its team members with regard to this RFP or either team’s Response, except that subcontractors that are shared between two or more Bidder teams may communicate with their respective team members so long as those Bidders establish a protocol to ensure that the subcontractor will not act as a conduit of information between the teams. This prohibition does not apply to public discussions regarding the RFP at any MBTA sponsored Bidders’ conferences.

ii. No Bidder or representative thereof shall have any ex parte communications regarding the RFP, the Contract, or the procurement described herein with any member of the MBTA’s Fiscal and Management Control Board (“FMCB”), the Massachusetts Department of Transportation (“MassDOT”) Board of Directors, or with any MassDOT or MBTA staff, advisors, contractors, or consultants involved with the procurement, except for communications expressly permitted by the RFP or except as approved in advance at the MBTA’s Point of Contact’s sole discretion. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the RFP, Contract, or procurement or from participation in public meetings of the MBTA FMCB or MassDOT Board of Directors or any public or Bidder workshop related to this RFP.

iii. Bidders shall not contact employees, representatives, and members of Routematch Software Inc., and IntelliRide / Transdev regarding this RFP, the Contract, or the procurement.

iv. Questions regarding Routematch, including questions pertaining to software API integration or use of Routematch as a platform, may be submitted to the MBTA via COMMBUYS. The MBTA will respond to questions within the COMMBUYS environment, and both questions and responses will be viewable by all Bidders.

v. Any communications determined by the MBTA, in its sole discretion, to be improper may result in disqualification.

vi. Any official information regarding this RFP will be disseminated from the MBTA’s Point of Contact via COMMBUYS.

vii. The MBTA will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein.

2.10 CONFIDENTIALITY/PUBLIC RECORDS LAW DISCLOSURE REQUESTS

2.10.1 Disclosure Waiver

Each Bidder, by submitting a Response to the MBTA in response to the RFP, consents to the disclosures described in the RFP, including this Section 2.10 and all other disclosures required by law, and expressly waives any right to contest, impede, prevent, or delay such disclosure, or to initiate any proceeding that may have the effect of impeding, preventing, or delaying such disclosure, under Mass. Gen. Laws, ch. 66 (the Massachusetts Public Records Law or “Public Records Law”) or any other law relating to the confidentiality or disclosure of information. Under no circumstances will the MBTA be responsible or liable
to a Bidder or any other party as a result of disclosing any such materials. Each Bidder hereby further agrees to assist the MBTA in complying with these disclosure requirements.

2.10.2 Public Disclosure of Response Documents

After execution of the Contract, or in the event that the procurement is cancelled by the MBTA, the MBTA shall have the right to publicly disclose any and all portions of all the Responses. The MBTA will not disclose material deemed confidential by the MBTA in accordance with Section 2.10, unless otherwise required by law.

2.10.3 Disclosure Process for Requests Under the Public Records Law

Responses will not be publicly opened or evaluated.

All written correspondence, exhibits, reports, printed material, photographs, tapes, electronic disks, and other graphic and visual aids submitted to the MBTA during this procurement process, including as part of the response to this RFP, become the property of the MBTA upon their receipt by the MBTA and will not be returned to the submitting parties. Except as provided in the Public Records Law, all materials submitted to the MBTA are subject to release as public records. Bidders shall familiarize themselves with the provisions of the Public Records Law. In no event shall the MBTA, or any of their agents, representatives, consultants, directors, officers, or employees, be liable to a Bidder or Bidder team member for the disclosure of all or a portion of a Response or related information submitted during this procurement.

If a Bidder has special concerns about information which it desires to make available to the MBTA but which it believes constitutes a trade secret, proprietary information, or other information excepted from disclosure, such responding Bidder shall specifically and conspicuously designate that information by placing “TRADE SECRET - PROPRIETARY” in the header or footer of each such page affected and by identifying such trade secret, proprietary information in the Technical Proposal Cover Letter (see Enclosure 2). Nothing contained in this provision shall modify or amend requirements and obligations imposed on the MBTA by the Public Records Law or other applicable law. The provisions of the Public Records Law or other laws shall control in the event of a conflict between the procedures described above and the applicable law.

If the MBTA receives a request for public disclosure of all or any portion of a Response or its related information that is designated as "trade secret - proprietary,” the MBTA will endeavor to use reasonable efforts to notify the applicable Bidder of the request. Bidder can assert, in writing and at its sole expense, a claimed exception under the Public Records Law or other applicable law, within the time period specified in the notice issued by the MBTA and allowed under the Public Records Law. Bidder can choose to defend any action seeking release of the records it believes to be confidential information. Bidder shall indemnify, defend, and hold harmless the MBTA and its agents and employees from any judgments awarded against the MBTA and its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives the MBTA’s cancellation or termination of this procurement or award and subsequent execution of a Contract. In submitting a Response, Bidder agrees that this indemnification survives as long as the trade secret, proprietary information is in the possession of the MBTA.

The MBTA shall not under any circumstance be responsible for securing a protective order or other relief enjoining the release of information marked “trade secret – proprietary” in any Response, nor shall the MBTA be in any way financially responsible for any costs associated with securing any such order or for any loss associated with the release of information marked “trade secret – proprietary” or otherwise.

2.11 BUSINESS CONDUCT

Bidder shall not directly or indirectly, in relation to this RFP, give, promise, attempt to give, or approve or authorize the giving of anything of value, including by transferring all or part of the remuneration payable under any Contract, to:
a) any person employed or representing the MBTA;
b) any other person, including any public official;
c) a political party or a labor union controlled by any governmental authority or political party; or
d) a charitable or other organization, or an officer, director, or employee thereof, or any person acting
directly or indirectly on behalf of the same

for the purpose of (i) securing any improper advantage for either Bidder or the MBTA; (ii) inducing or
influencing a public official improperly to take any action or refrain from taking any action in order for
either Bidder or the MBTA to obtain or retain business, or to secure the direction of business to either
Bidder or the MBTA, or (iii) inducing or influencing a public official to use his or her influence with any
governmental authority or public international organization for any such purpose.

2.12 ORGANIZATIONAL CONFLICTS OF INTEREST

Bidder is responsible for disclosing all of Bidder team’s potential organizational conflicts of interest in the
appropriate location of the Technical Proposal Cover Letter (see ENCLOSURE 2 - FORM A: PRE-
AWARD BIDDER EVALUATION DATA FORM).

A potential organizational conflict of interest may occur in any of the following instances:

When a Bidder team member is unable, or potentially unable, to provide impartial and objective assistance
or advice to the MBTA due to other activities, relationships, contracts, or circumstances;

Where a Bidder team member has an unfair competitive advantage through obtaining access to nonpublic
information during the performance of an earlier contract; or

Where, during the conduct of an earlier procurement, a Bidder team member has established the ground
rules for a future procurement by developing specifications, evaluation criteria, or similar documents.

If a potential or real organizational conflict of interest is determined to exist that cannot be neutralized or
mitigated, the firm or firms subject to the potential or real organizational conflict of interest will be
ineligible to participate in this procurement. Any determinations rendered by the MBTA regarding
organizational conflicts of interest will be final.

Bidder must disclose all relevant facts concerning any past, present, or currently planned interests which
may present an organizational conflict of interest for any Bidder team member. If there is a potential conflict
of interest, Bidder must state how such Bidder team member’s interests, or those of its chief executive,
directors, key personnel, or any proposed subcontractor may result in, or could be viewed as, an
organizational conflict of interest.

The MBTA will analyze any potential organizational conflicts of interest for the Proposers in order to avoid,
normalize, or mitigate potential conflicts before award of the Contract. In addition, any firm that is rendered
ineligible through any state or federal action is ineligible to participate with any Bidder team.

By submitting its Response, each Bidder, and every member of its team, agrees that, if an organizational
conflict of interest is thereafter discovered, Bidder must make an immediate and full written disclosure to
the MBTA that includes a description of the action that Bidder has taken or proposes to take to avoid or
mitigate such conflict. If an organizational conflict of interest that Bidder, or any member of its team, knew
or should have known about but did not disclose is determined to exist during the procurement process, the
MBTA may, at its sole discretion, disqualify Bidder. If an organizational conflict of interest that Bidder,
or any member of its team, knew or should have known about but did not disclose exists and Bidder has
entered into a Contract, the MBTA may, at its sole discretion, cancel the Contract without penalty. In either
case, the MBTA shall avail itself of any remedies it may have at law or in equity.
The Contractor shall not be, nor may it subcontract at any tier any portion of the Contract to: (i) any firms which are found by the MBTA to be ineligible to participate in this procurement; or (ii) any professional services firm noted in Section 2.9.

2.13 DECLINING TO SUBMIT A RESPONSE

In the event Bidder having executed the MBTA’s Non-Disclosure Agreement does not intend to submit a Response, it shall immediately notify MBTA in writing through COMMBUYS. Bidder shall immediately return all confidential information to the MBTA.

2.14 PRE-CONTRACTUAL EXPENSES

The Authority shall not be liable for any pre-contractual expenses incurred by Bidder in the preparation of its proposal. Bidder shall not include any such expenses as part of its proposal. Pre-contractual expenses are defined as expenses incurred by Bidder including but not limited to preparing its Bid in response to this solicitation, submitting its Bid to the MBTA, negotiating with the MBTA any matter related to this Bid, inspection, testing, shipping, and return shipping of proposed goods samples, or any other expenses incurred by Bidder prior to date of award, if any, of the Agreement.

2.15 ACCEPTANCE PERIOD

The Authority requires a minimum Acceptance Period of at least one hundred and eighty (180) calendar days. In case the MBTA requires an extension, the MBTA will notify all Bidders accordingly. “Acceptance Period” for purposes of this solicitation means the number of calendar days available to the MBTA for awarding a contract based on the Due Date specified in this solicitation for receipt of Bids.

2.16 COLLUSION

Bidder understands that any Response submitted to the MBTA is made without collusion with any other Bidder submitting a Response on the same commodity / service, and is in all respects fair and without fraud.

2.17 TAX EXEMPTION

The MBTA is exempt from Federal Excise Tax, including Transportation Tax, and will furnish properly executed tax exemption certificates upon request. The MBTA is also exempt from Massachusetts State Sales Tax — Exemption Number E-042-323-989. Such taxes should not be included in Response prices.

Bidder alone shall be responsible for payment of all federal, state and local taxes of all types and kinds applicable to such fees incurred under this Contract.

2.18 SMALL, MINORITY, WOMEN, AND OTHER DISADVANTAGED BUSINESSES

It is the policy of the Commonwealth and the MBTA to ensure non-discrimination in the procurement of goods and services. It is the MBTA’s intention to create a level playing field on which all contractors and subcontractors can compete fairly for contracts. The MBTA promotes equity of opportunity in state contracting and to that end, encourages full participation of certified small, minority, women, and other disadvantaged owned businesses as those terms are defined by the Commonwealth’s Supplier Diversity Office. The MBTA further recognizes the importance of meaningful partnerships involving subcontracting with certified small minority, women, and other disadvantaged owned businesses.

3.0 SUBMISSION OF RESPONSE

3.1 RESPONSE DATE

See Section 2.2. The MBTA may in its sole discretion extend the RFP Date via an addendum in accordance with Section 2.8.
3.2 RESPONSE SUBMISSIONS

Responses shall be submitted via COMMBUYS.

Each Response shall be submitted in the following two parts:

1. The Technical Proposal; and
2. The Price Proposal.

The specific requirements for submission of the Technical Proposal are set forth in Section 5.0.

The specific requirements for submission of the Price Proposal are set forth in Section 6.0.

Bidder shall submit one Technical Proposal. Bidders proposing both Opt-In Service and Standard Service shall format their Technical Proposal such that it is clear what material pertains to each Service Level. Each section and relevant subsection of the Technical Proposal shall be identified as either Opt-In Service, Standard Service, or All Service Levels.

Similarly, Bidder shall submit one Price Proposal. Bidders proposing both Opt-In Service and Standard Service shall provide separate Schedules for each Service Level within the Price Proposal.

The Bid Cover Letter included in Enclosure 1 (Section 7.1) shall be suitably dated and signed by person(s) authorized to legally bind Bidder ("Authorized Signatories"). If a Bidder is a team, whether or not legally formed, the Bid Cover Letter shall be signed by all parties to Bidder so that the Response is legally binding upon each member of Bidder. Notwithstanding the foregoing, Bidders are advised that it is the MBTA’s intention to execute each agreement for NDSP service with a single entity.

Bidders shall submit Responses including all forms and schedules in Sections 3.0, 5.0, and 6.0 and shall not remove pages from the provided forms. The Technical Proposal and Price Proposal shall be completely separate documents. Price information shall be included in the Price Proposal only.

Any interlineations, erasures or overwriting in the Response will only be valid if they are initialed by the Authorized Signatories.

Any Response which materially fails to meet the Response requirements of the RFP will be found nonresponsive without further evaluation unless the evaluation team, at its discretion, determines that the noncompliance is insubstantial and can be corrected. In these cases, the evaluation team may allow Bidder to make minor corrections to the Response.

3.3 POWER OF ATTORNEY

Bidder shall enclose a power of attorney in its own form, duly signed by a legally authorized officer of Bidder authorizing the Authorized Signatories to sign the Response and bind Bidder to the Response during the period specified in Section 2.15.

3.4 ACCURACY OF RESPONSE

The Response shall cover all of Bidder's obligations set forth in this RFP and all matters that may be necessary or required for the proper evaluation of the Response and performance of the Scope of Work.

In this respect, Bidder shall examine this RFP along with any and all addenda issued in entirety and is solely responsible for checking the adequacy and correctness of the same and obtaining all further information required to submit the Response. Bidder is also solely responsible for informing itself as to the extent and nature of the Scope of Work and the conditions under which the Contract will be performed. No claim on the grounds of lack of knowledge will be considered.

3.5 ACCEPTANCE OF RESPONSE

The Response constitutes a binding offer by Bidder to perform the Scope of Work on the terms of the Response, and the MBTA shall have the right to accept or reject such offer and/or any conditions proposed
in full or in part. If the Response is accepted, Bidder shall execute the Contract with the MBTA, based on the RFP, any addenda, the Response and any agreed amendments thereto. Until the formal Contract is signed, Bidder has no authority to proceed with the Scope of Work or to incur any costs for which MBTA may be held liable. MBTA shall have no obligations towards Bidder until a formal contract has been entered into.

3.6 INCOMPLETE RESPONSE

If Bidder does not fully comply with this RFP, or if the Response is materially incomplete or unduly vague, the Response may not disqualified from further consideration, unless the MBTA in its absolute discretion decides otherwise.

4.0 RESPONSE EVALUATION

4.1 RESPONSE OPENING AND CONFIDENTIALITY

All information received from each Bidder will be treated as confidential information and will not be distributed prior to Contract execution, other than for the purpose of evaluation of the Response.

4.2 RESPONSIVENESS REVIEW AND BASIS OF AWARD

The MBTA reserves the right, in its sole discretion, to determine if a Response is responsive and Bidder is responsible. In determining whether a Bidder has the ability to perform successfully under the terms and conditions of the proposed procurement, the MBTA will consider such matters as Bidder’s integrity, compliance with public policy (e.g., Equal Employment Opportunity (EEO) record, debarment status, etc.), record of past performance, and financial and technical resources. Bidder is required to complete Form A: Pre-Award Bidder Evaluation Data Form (Section 7.2).

Upon receipt, the Technical Proposals will be reviewed for responsiveness to the RFP requirements. The Technical Proposals will be reviewed for (i) deficiencies and minor informalities, irregularities, and apparent clerical mistakes which are unrelated to the substantive content of the Response; (ii) conformance to the RFP instructions regarding organization and format; and (iii) the responsiveness of Bidder to the requirements set forth in this RFP. The MBTA may request Bidder clarification of any minor informalities, irregularities, and apparent clerical mistakes in accordance with Section 4.4, after which the MBTA may evaluate the Response, at the MBTA’s sole discretion.

If Bidder has submitted a response for both Service Levels (i.e., Standard Service and Opt-In Service), Bidder’s Technical Proposal will be reviewed for responsiveness for each proposed Service Level separately. Therefore, a Bidder may be determined to be non-responsive for one Service Level while being responsive for another.

Those Technical Proposals not responsive to this RFP may at the MBTA’s sole discretion be excluded from further consideration and Bidder will be so advised.

The Price Proposals will then be reviewed for (i) deficiencies and minor informalities, irregularities, and apparent clerical mistakes which are unrelated to the substantive content of the Response; (ii) conformance to the RFP instructions regarding organization and format; and (iii) the responsiveness of Bidder to the requirements set forth in this RFP. The MBTA may request Bidder clarification of any minor informalities, irregularities, and apparent clerical mistakes in accordance with Section 4.4, after which the MBTA may evaluate the Response, at the MBTA’s sole discretion.

Those Price Proposals not responsive to this RFP may, at the MBTA’s sole discretion, be excluded from further consideration and Bidder will be so advised.

If Bidder has submitted a response for both Service Levels (i.e., Standard Service and Opt-In Service), Bidder’s Price Proposal will be reviewed for responsiveness for each proposed Service Level separately. Therefore, a Bidder may be determined to be non-responsive for one Service Level while being responsive for another.
The MBTA may also exclude from consideration any Bidder whose Response contains a material misrepresentation.

4.3 EVALUATION AND NOTIFICATION

Based on the information provided in each Response, the MBTA will perform Response evaluation and seek clarifications in writing as necessary through requests for clarification or in presentations to be arranged at the MBTA’s discretion. If a meeting is requested, follow-up documentation will be required of the Bidder. The MBTA will evaluate Responses based on a combination of Pass/Fail Evaluation Criteria, Technical Evaluation Criteria, and Price Proposal Evaluation.

In considering which Responses provide the best value, the MBTA will consider each Bidder’s Technical and Price Scores.

The process may, at the MBTA’s sole discretion, include requests for additional written information or clarification from any Bidder to assist in evaluation, include oral interviews, include a request for best and final offers (“BAFOs”), and include a negotiations phase with the selected Bidders.

4.3.1 Pass/Fail Evaluation Criteria

Following the review of each Technical Proposal for responsiveness under Section 4.2, the Technical Proposals will be evaluated based on the Pass/Fail Evaluation Criteria identified below (Table 4-1). Each Bidder must obtain a “pass” on all Pass/Fail Evaluation Criteria in order for its Response to be eligible for selection. The MBTA may request Bidder clarification on a Pass/Fail Evaluation Criteria, after which MBTA may re-evaluate the Response, at MBTA’s sole discretion.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Evaluation Methodology</th>
<th>Evaluation Basis</th>
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<tbody>
<tr>
<td>Legal</td>
<td>Pass/Fail</td>
<td>Form A and potential reference input</td>
</tr>
<tr>
<td>Financial Stability</td>
<td>Pass/Fail</td>
<td>Form A and potential reference input</td>
</tr>
<tr>
<td>Business and Administration</td>
<td>Pass/Fail</td>
<td>Form A and potential reference input</td>
</tr>
</tbody>
</table>

4.3.1.1 Evaluation Approach for the Pass/Fail Evaluation Criteria: The MBTA will evaluate whether Bidder has properly demonstrated that Bidder:

4.3.1.1.1 Is properly formed and able to enter into a Contract and there is no court action or other legal or regulatory process taken or pending against Bidder that would inhibit its ability to deliver the Contract responsibilities.

4.3.1.2 Is financially capable to perform the Contract during the Contract term.

4.3.1.2 Submittal Requirements for the Pass/Fail Evaluation Criteria:

4.3.1.2.1 Bidder shall complete and submit ENCLOSURE 2 - FORM A: PRE-AWARD BIDDER EVALUATION DATA FORM (Section 7.2) and all attachments required by this form for itself and its proposed subcontractors.

4.3.1.2.2 The Bidder shall complete and submit ENCLOSURE 3 – FORM B: BIDDER PAST EXPERIENCE (Section 7.3) per Section 5.1.1.2.
4.3.2 Technical Evaluation Criteria

The Selection Committee will consider the Technical Evaluation Criteria (Table 4-2) when evaluating each Bidder’s Technical Proposal. Each Criterion will be evaluated considering all of the information included in the Technical Proposal related to the criterion, as well as other information gathered from references, and, as applicable, on-site visits, presentations, and clarifications (see Section 2.7). Because Bidders may choose to offer either or both Service Levels, Bidders may receive two (2) Technical Scores – an “Opt-In Service Technical Score” and a “Standard Service Technical Score.” (If a Bidder does not submit a proposal for one of these Service Levels, Bidder will not receive a Score for that Service Level.)

If the Bidder has submitted a response for more than one Delivery Model, the Bidder’s Technical Proposal will be evaluated for each proposed Delivery Model separately.

<table>
<thead>
<tr>
<th>Table 4-2: TECHNICAL EVALUATION CRITERIA &amp; WEIGHTING</th>
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</thead>
<tbody>
<tr>
<td>Technical Evaluation Criteria</td>
</tr>
<tr>
<td>Bidder Experience and Past Performance</td>
</tr>
<tr>
<td>Geographic Reach and Trip Capacity</td>
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<tr>
<td>Staffing</td>
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<tr>
<td>Service Delivery</td>
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<tr>
<td>Integrated and/or On-Demand Trips</td>
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<tr>
<td>Administration</td>
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<tr>
<td>Safety</td>
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<tr>
<td>Mobilization Approach and Timeline</td>
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</table>

The MBTA plans to hold Bidder presentations, where Bidder will be available to provide further detail on Bidders’ proposals and answer questions.

The Technical Evaluation Criteria will be rated using a numerical rating approach. This will be based on the following 1 through 5 scoring scale.

a) **Score 5**: Bidder has presented and supported an approach that is considered to significantly exceed stated criteria in a way that is beneficial to the MBTA. This rating indicates a consistently outstanding level of quality, with very little or no risk that this Bidder would fail to meet the requirements of the solicitation. There are no weaknesses.

b) **Score 4**: Bidder has presented and supported an approach that is considered to meet the stated criteria. This rating indicates a generally better than acceptable quality, with little risk that this Bidder would fail to meet the requirements of the solicitation. Weaknesses, if any, are very minor and not material to the Response. Correction of the weaknesses would not be necessary before the Response would be considered further.

c) **Score 3**: Bidder has presented and supported an approach that is considered to possibly meet the stated criteria. This rating indicates a level of risk to the MBTA. Weaknesses exist but may be corrected through requests for clarification.
d) **Score 2:** Bidder has presented and supported an approach that fails to meet stated criteria and would pose a clear risk to the MBTA. The issues may be susceptible to correction through major and lengthy discussions. Such a response is considered marginal in terms of the basic content or amount of information provided for evaluation.

e) **Score 1:** Bidder has presented and supported an approach that indicates significant weaknesses or unacceptable quality, or fails to include evidence that it is capable of providing the services requested. The Response fails to meet the stated criteria or lacks essential information. There is no reasonable likelihood of success; weaknesses are so major or extensive that a major revision to the Response would be necessary.

Bidders’ Technical Proposal Scores for each Service Level will equal the weighted average of each criterion’s score, according to the weights listed in Table 4-2.

In determining whether to advance Bidders to the Price Proposal evaluation phase, the MBTA will compare Standard Service Technical Proposals only to other Standard Service Technical Proposals, and Opt-In Service Technical Proposals only to other Opt-In Service Technical Proposals. Bidders will qualify for the Price Proposal Evaluation if they either:

a. Maintain a minimum average final score of 2.0 on each Standard Service Technical Evaluation Criterion and rank among the top five (5) highest Standard Service Technical Proposal Scores or within the “competitive range” of the five highest scores; or

b. Maintain a minimum average final score of 2.0 on each Opt-In Service Technical Evaluation Criterion and rank among the top five (5) highest Opt-In Service Technical Proposal Scores or within the “competitive range” of the five highest scores.

Note that the “competitive range” is defined at the MBTA’s sole discretion.

4.3.3 Price Proposal Evaluation

MBTA will evaluate Bidders’ Price Proposals according to the information provided under either:

1. Cost Form C1, for Opt-In Service Bidders (see Section 7.4); or

2. Cost Form C2, for Standard Service Bidders (see Section 7.5)

Bidders providing both Opt-In and Standard Service shall provide completed Cost Form C1 and Cost Form C2. As with Bidders’ Technical Proposals, Bidders proposing both Standard Service and Opt-In Service will receive both a Standard Service Price Score and an Opt-In Service Price Score. MBTA will calculate each Bidder’s Opt-In Service Price Score according to the information provided under Cost Form C1. MBTA will calculate each Bidder’s Standard Service Price Score according to the information provided under Cost Form C2.

Whereas Bidders’ Technical Scores will fall between 1.0 and 5.0, with higher numbers signifying better Technical Scores, Bidders’ Price Scores will typically fall between 0 and 1.0, with lower numbers signifying better Price Scores. Bidders’ Price Scores are calculated by dividing the cost of service provided by Bidders in their Cost Forms with the cost of providing trips using MBTA’s DSPs.

Bidders should consult the “Instructions” tab of Form C1 and Form C2 for complete explanations of the required Tables and the MBTA’s approach to evaluating bid responses.

4.4 REQUESTS FOR CLARIFICATION

The MBTA may at any time issue one or more requests for clarification to the individual Bidders, requesting additional information or clarification from a Bidder, or may request that a Bidder verify or certify certain aspects of its Response, including its Technical Proposal or Price Proposal. Any requests for clarification shall be in writing to Bidder’s Designated Representative as provided in Section 2.5.2. Proposers shall respond to any such requests for clarification within the time as specified by the MBTA in the request. The
scope, length, and topics to be addressed in clarifications shall be prescribed by, and subject to the discretion of, the MBTA.

Upon receipt of requested clarifications and additional information as described above, if any, the Responses may be re-evaluated to factor in the clarifications and additional information.

4.5 BEST-VALUE SELECTION AND CRITERIA

The MBTA will evaluate all proposed combinations of Service Levels and Delivery Models. Bidders may be selected to provide any number of Service Level and Delivery Model combinations for which they have provided a Response that passed all Pass/Fail Evaluation Criteria, received not less than an average score of 2.0 on any Technical Evaluation Criteria, and that included a reasonable Price Proposal.

Bidder is advised that the MBTA shall not be bound to accept the lowest priced Responses or the Responses with the highest technical Proposal Score. The selection will be made on a best value basis, evaluating cost along with other factors. In determining the best value, the Technical Proposal will be considered more important than the Price Proposal.

In order to make a selection, the MBTA will determine whether the Responses are responsive and evaluate both the Pass/Fail Evaluation Criteria and Technical Evaluation Criteria, and assign an overall Technical Proposal Score. After the determination of the Technical Proposal Score, the MBTA will evaluate the Price Evaluation Criteria of the remaining Bidders and assign an overall Price Proposal Score. To determine the best value, the MBTA will then conduct a trade-off analysis determining whether the perceived benefits of the higher priced Response merit the additional cost.

The MBTA will not select any Bidder that receives a rating of fail on any Pass/Fail Evaluation Criterion or less than a 2.0 on any of the Technical Evaluation Criteria. The MBTA will not select any Bidder that the MBTA determines has submitted a non-responsive Technical or Price Proposal or to have submitted any pricing information that is not reasonable. The MBTA reserves the right to accept or reject, at its sole discretion, any or all Responses in full or in part.

4.6 SUCCESSFUL BIDDERS

The successful Bidders will be posted in COMMBUYS. All unsuccessful Bidders shall immediately return all confidential information to the MBTA.

4.7 APPEAL/PROTEST PROCEDURES

Bid appeals / protests relative to this procurement will be reviewed and adjudicated in accordance with the MBTA’s Appeals / Protest Procedure - Goods & Services. The MBTA’s protest procedure can be found at: http://bc.mbta.com/business_center/.

4.8 MBTA RESERVED RIGHTS

In connection with this RFP, the MBTA reserves to itself all rights (which rights shall be exercisable by the MBTA in its sole discretion) available to it under applicable laws, including without limitation, with or without cause and with or without notice, the right to:

1. Modify the RFP process in its sole discretion to address applicable law and/or the best interests of the MBTA.

2. Develop the work to be performed under the Contract in any manner that it, in its sole discretion, deems necessary. If the MBTA is unable to negotiate a Contract to its satisfaction with a Bidder, it may negotiate with Bidder with the next highest ranked proposal, terminate this RFP and pursue other developments or solicitations relating to the work to be performed under the Contract, or exercise such other rights under the provisions of Massachusetts law as it deems appropriate.

3. Cancel this RFP in whole or in part at any time prior to the execution by the MBTA of a Contract, without incurring any cost, obligations, or liabilities.
4. Issue a new request for proposals after withdrawal of this RFP.

5. Not select any Bidder or cancel this procurement.

6. Reject any and all submittals and Responses received at any time.

7. Modify all dates set or projected in this RFP.

8. Terminate evaluations of Responses received at any time.

9. Exclude any potential Bidder from submitting any response to the RFP based on failure to comply with any requirements of those documents.

10. Suspend and terminate Contract negotiations at any time, elect not to commence Contract negotiations with any responding Bidder, and engage in negotiations with Bidder with the next highest ranked proposal if negotiations are unsuccessful with the apparent successful Bidder.

11. Issue addenda, supplements, and modifications to this RFP.

12. Appoint an Evaluation Team to evaluate Responses, make recommendations to the MBTA FMCB and MassDOT Board of Directors, and seek the assistance of the MBTA, MassDOT, and consultant technical experts in Response evaluations.

13. Require confirmation or clarification of information furnished by a Bidder, require revised or additional information from a Bidder concerning its Response, and require additional information to clarify the Response submitted in response to this RFP.

14. Contact any of Bidder’s provided references or reach out to any agencies not provided as references to corroborate its stated experience and provide additional insights to its stated capabilities.

15. Conduct presentations with Bidders, identify a short-list of Bidders, and conduct on-site visits at Bidder facilities.

16. Declare a competitive range, conduct discussions, and request Response revisions and best and final offers.

17. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP.

18. Add or delete Bidder responsibilities from the information contained in this RFP.

19. Waive minor deficiencies in a Response, accept and review a non-conforming Response, or permit clarifications, revisions, or supplements to a Response.

20. Negotiate with a Bidder without being bound by any provision in its Response, or choose to award and/or execute the Contract without negotiations.

21. Disqualify any Bidder that changes its submittal without the MBTA approval.

22. Disqualify any Bidder under this RFP for violating any rules or requirements of the procurement set forth in this RFP or in any other communication from the MBTA. This RFP does not commit the MBTA to enter into a Contract or proceed with the procurement described herein. The MBTA assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. All of such costs shall be borne solely by each Bidder.

23. Delay issuance of notice to proceed after execution of the Contract or extend the Mobilization Period under the contract.

24. Conduct all or any portion of the Scope of Work itself.
25. Enter into simultaneous negotiations with more than one Bidder. The MBTA also reserves the right to terminate simultaneous negotiations with any Bidder with whom it is negotiating, at any time.

26. Contract with a Bidder that does not offer the lowest price.

27. Exercise any other right reserved or afforded to the MBTA under this RFP.

This RFP does not commit the MBTA to enter into a Contract or proceed with the procurement described herein. The MBTA assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. All of such costs shall be borne solely by each Bidder.

In no event shall the MBTA be bound by, or liable for, any obligations with respect to the work to be performed under the Contract until such time (if at all) as the Contract, in form and substance satisfactory to the MBTA, has been executed and authorized by the MBTA and, then, only to the extent set forth therein; provided, however, that the foregoing disclaimer in this sentence shall not apply to the obligations of the MBTA to Bidders during the procurement process, which obligations are expressly set forth in this RFP. In submitting a Response to the RFP, each Bidder is specifically acknowledging these disclaimers.

5.0 RESPONSE FORM: TECHNICAL PROPOSAL

Bidder’s Technical Proposal shall consist of the following Technical Proposal Schedules:

1. Schedule T-1: Bidder Experience and Past Performance;
2. Schedule T-2: Technical Approach;
3. Schedule T-3: Mobilization Approach and Timeline;
4. Schedule T-4: Request For Tax Payer Identification Number and Certification; and

5.1 SCHEDULE T-1: BIDDER EXPERIENCE AND PAST PERFORMANCE

The MBTA will evaluate separately the strength of Bidder’s proposed approach to performing the Scope of Work for Standard Service, if proposed, and Opt-In Service, if proposed. Bidders proposing both Service Levels should provide a Schedule T-1-A for submittals relevant to its Standard Service, and a Schedule T-1-B for submittals relevant to its Opt-In Service. Schedule T-1-B may incorporate by reference, in whole or in part, the sections of Schedule T-1-A where doing so would eliminate duplicative material.

5.1.1 Evaluation Approach

The MBTA will evaluate Bidder’s demonstrated core competencies and experience, in particular the following:

1. The extent and quality of Bidder’s experience providing transportation on a non-dedicated or dedicated basis for other large companies or government agencies (e.g., transit agencies, social service transportation).
2. Quality of Bidder’s performance on comparable contracts.
3. The quality of provided references. MBTA reserves the right to contact any of Bidder’s or sub-contractors’ provided references to corroborate its stated experience and provide additional insights to its stated capabilities. MBTA also reserves the right to consider prior experience with Bidder or sub-contractors.

5.1.2 Submittal Requirements
Bidder shall submit the following information in Schedule T-1-A and/or T-1-B related to Bidder’s experience providing transportation services.

1. **Introduction to the Firm:** Bidders shall briefly summarize their business and core competencies, as well as additional information on firm tenets and culture, guiding principles, and approach to each client engagement. **Bidder shall submit only one Introduction to the Firm for all Scopes of Work.**

2. **Description of Prior Experience:** Bidders shall submit a summary experience statement highlighting work on previous recent contracts with a scope of work similar to the Scope of Work sections relevant to Opt-In and/or Standard Service, or shall otherwise provide evidence of their ability to manage the relevant sections of the Scope of Work. Bidder’s submittal should include the following information:
   
   a. Experience providing dedicated or non-dedicated transportation service for large companies or government agencies.
   
   b. Experience providing innovative transportation solutions for public transit agencies, including any key learnings from these experiences.
   
   c. Experience providing transportation required under the Americans with Disabilities Act, or more generally, for customers with disabilities or mobility challenges.
   
   d. For any experience described, please provide an overview of any key software integrations (between Bidder, any subcontractor, and clients), and a brief summary of the reservation, scheduling, dispatching, and reporting process.
   
   e. Experience with data sharing and data reporting for clients, including any key learning from these experiences.

   **Bidder shall submit only one Description of Prior Experience for all Scopes of Work. Bidders responding to both the Standard and Opt-In Scopes of work shall distinguish between each Service Level in the Description of Prior Experience.**

3. **Description of Prior Contracts:** Bidder shall use Enclosure 3 – Form B: Bidder Past Experience (Section 7.3) and follow all instructions in the form to provide detailed descriptions of prior contracts. Bidder shall list the most comparable contracts for each of the Service Levels proposed. If Bidder does not have the five such contracts necessary to fully complete Enclosure 3 – Form B, Bidder may supplement the list with its other, most relevant contracts. Prior to bid submission, Bidder shall verify that the references provided in Form B are still employed by the referenced client and will be available to serve as a reference and that the contact information is correct. Bidder shall not supply a reference who is employed – or has been employed – by Bidder or who has personally financially gained by his/her relationship with Bidder.

4. In addition to information provide in Enclosure 3 – Form B: Bidder Past Experience, Bidder is required to provide the following information:

   a. Bidder must provide a description of the scope of work/service, reference and contact information for any transportation-related services provided to any public agency within the Commonwealth of Massachusetts during the last 10 years.
   
   b. Bidder must provide a description of all training that Bidder currently mandates for its Vehicle Operators and staff.
   
   c. Bidder must provide a description, definition, and frequency of data reporting required by prior contracts.
5.2 SCHEDULE T-2: TECHNICAL APPROACH

The MBTA will evaluate separately the strength of Bidder’s proposed approach to performing the Scope of Work for Opt-In Service, if proposed, and Standard Service, if proposed. As with Schedule T-1, Bidders proposing both Service Levels should provide a Schedule T-2-A for submittals relevant to its Standard Service, and a Schedule T-2-B for submittals relevant to its Opt-In Service. Schedule T-2-B may incorporate by reference, in whole or in part, the sections of Schedule T-2-A where doing so would eliminate duplicative material.

5.2.1 Geographic Reach and Trip Capacity

5.2.1.1 Evaluation Approach: The MBTA will evaluate Bidder’s ability to meet the requirements of Section 1 of each Scope of Work, considering in particular:

1. Bidder’s overall daily trip capacity, based on the number of vehicles/Vehicle Operators in Bidder’s fleet.
2. The geographic reach of Bidder’s service, based on the cities and towns where Bidder currently operates and where Bidder proposes to operate.

5.2.1.2 Submittal Requirements: Bidder should provide a general overview of its proposed approach to providing service, including:

1. Information regarding Bidder’s current fleet and/or platform, including approximate counts and types of the number of Vehicle Operators operating, and trips served, in the metropolitan Boston area.
2. If applicable, an overview of Bidder’s relationship with any proposed partners or sub-contractors, and a description of each entity’s responsibilities.
3. Bidder’s expected geographic reach (cities and towns, or zip codes, where Bidder proposes operations), and daily trip capacity, separated by WAVs and non-WAVs, justified by evidence of Bidder’s current operations within The RIDE Service Area, or by Bidder’s past experience implementing and ramping up similar services in other locations. Specifically, Bidder shall demonstrate the ability to serve a minimum of 100 trips within 120 days of the Contract Effective Date.
4. If Bidder is proposing to expand its current operations in The RIDE Service Area to serve this RFP, Bidder must submit a draft Expansion Plan that details how the bidder will increase its geographic reach and trip capacity, separated by WAVs and non-WAVs, from its current state. Timelines, Milestones, and other key elements of the plan must be included.

5.2.2 Staffing

5.2.2.1 Evaluation Approach: The MBTA will evaluate Bidder’s ability to meet the requirements of Sections 3, 4, and 5 of each Scope of Work, considering in particular the elements of Bidder’s staffing and staff training approach that demonstrate:

1. The strength of the qualifications for all Key Personnel proposed;
2. The ability of the proposed staff to monitor and manage the day-to-day operations of Bidder’s Services;
3. The accessibility and demonstrated commitment of Bidder’s corporate staff to provide high quality and sufficient corporate support when needed;
4. The thoroughness of Bidder’s Vehicle Operator vetting procedures;
5. Policies regarding Vehicle Operator hiring, on-boarding, and performance monitoring; and
6. **(Standard Service only)** The thoroughness of Bidder’s training and retraining procedures.

5.2.2.2 Submittal Requirements: Bidder shall provide the following information regarding Bidder’s approach to staffing and staff training:

1. A local organizational chart and relevant employee roster that includes the following:
   a. All proposed positions (at a minimum, Project Manager, Safety Supervisor, and Training Manager for Standard Service providers, and Project Manager for Opt-In Service providers).
   b. An indication of any subcontractors used, as necessary.

2. Resumes of proposed Key Personnel, which include education, relevant certifications, and previous experience.

3. References from the three most recent places of employment for each Key Personnel proposed including the name, title, organization, telephone number, and email address of each reference, taking care to first verify that the reference is still employed by that organization and will be available to serve as a reference and the contact information is correct.

4. An overview of available and committed corporate staff and functions that will be used to deliver and optimize the performance of this Contract, including the frequency of corporate staff/function involvement in the ongoing operation of this Contract.

5. An overview of the Vehicle Operator engagement and hiring process, including any background checks and testing.

6. **(Standard Service only)** A Training Plan that includes the following elements:
   a. Training and re-training curriculum for each job function and level (hours, types, subject matter, testing method, and associated certifying entity for each training);
   b. New hire training plan;
   c. Description of processes and systems to document and track trainings, both completed and those coming due; and
   d. Staff responsible for implementing the Training Plan.

Note: finalized copies of materials, tests, and evaluations are not required to be submitted in this Response.

5.2.3 Service Delivery

5.2.3.1 Evaluation Approach: The MBTA will evaluate Bidder’s ability to meet the requirements of Section 6 of each Scope of Work, considering in particular:

1. The ability of deliver service to RIDE Customers based on the Contractor’s proposed vehicle specifications, maintenance, safety, and cleanliness requirements;

2. The effectiveness and expected reliability and ETAs of the bidder’s proposed WAV solution;

3. The reliability and scalability of Bidder’s own software (if Bidder is proposing to use its own software to provide service); or the ability of the Bidder to seamlessly adopt a new dispatching and routing platform (if Bidder is proposing the use of Routematch as its in-vehicle software);

4. Bidder’s ability to enforce and adhere to MBTA service policies, including safety requirements, vehicle branding (for standard service only), and Vehicle Operator procedures; and
5. The introduction of any innovative or unique service strategies not currently offered by the MBTA.

5.2.3.2 Submittal Requirements: Bidder should provide a general overview to its approach to satisfying Section 6 of the Scope of Work, including:

1. An overview of its approach to policies regarding the certification, safety, and maintenance of vehicles operating within Bidder’s fleet, or on its platform;
2. A detailed explanation of the Bidder’s proposed WAV solution;
3. If proposing to use its own software to provide service; an overview of Bidder’s proposed software, including its basic functionalities for customers (for on-demand trips) and Dispatchers (for integrated trips) and where it is currently used;
4. If proposing the use of Routematch as its in-vehicle software, a summary of Bidder’s approach to installing and maintaining new in-vehicle technology and training Vehicle Operators on the operation of new software;
5. An overview of its approach to implementing and enforcing new or existing service policies, including Vehicle Operator safety responsibilities or any safety standards;
6. If providing Standard Service, an implementation plan detailing the installation, enforcement, and maintenance of vehicle branding as required by the Scope of Work; and
7. An explanation of any areas within Bidder’s proposal where Bidder plans to add value beyond the Scope of Work using innovative techniques and approaches.

5.2.4 Integrated Trips

5.2.4.1 Evaluation Approach: The MBTA will evaluate the strength of Bidder’s approach to meet the requirements of Section 7 and 11 of each Scope of Work and provide Integrated Trips, considering in particular:

1. The strength of Bidder’s reservations and scheduling approach, considering:
   a. The ease with which MBTA or TRAC can use Bidder’s proposed software to batch schedule and change already booked trips;
   b. Bidder’s capacity to promptly integrate its software with Routematch (if proposing Contractor Software);
   c. Effectiveness of Bidder’s plan to accept, reject, and fulfil assigned trips
   d. The security of Bidder’s scheduling software (if proposing Contractor Software);
   e. The ability to allow TRAC to reserve wheelchair-accessible vehicles and Shared Trips;
   f. If Bidder is proposing Standard Service, the strength of Bidder’s approach to ensuring that Standard Service trips are not scheduled for any Vehicle Operators unable to provide Standard Service.

2. The strength of Bidder’s dispatching approach, considering:
   a. If Bidder is proposing to utilize Routematch, the ability to monitor Assigned Trips and facilitate communication between Bidder, MBTA, TRAC and RIDE Customers;
   b. The thoroughness of Bidder’s pre-trip and dispatch notification procedures for RIDE Customers;
   c. The ease with which MBTA, TRAC and RIDE Customers can track dispatched vehicles;
d. The ease with which MBTA, TRAC, and RIDE Customers can communicate with Vehicle Operators; and

e. The ease with which MBTA, TRAC and RIDE Customers can cancel trips.

3. The strength of Bidder’s approach to Integrated Trip Reports and reconciliation, considering:

a. The frequency, availability, and detail of Bidder’s proposed Integrated Trip Reports; and

b. The ease with which Bidder’s Trip Reports can be reconciled with the trip data that exists on MBTA’s software.

5.2.4.2 Submittal Requirements: Bidder shall provide the following information regarding its approach to Integrated Trips:

1. Reservations and Scheduling:

a. **If Bidder is proposing to utilize Routematch**, no submittals are necessary with respect to the reservations or scheduling processes for Bidder’s Integrated Service. Bidder shall state in its Technical Approach that it proposes to utilize Routematch at the Bidder’s own expense as detailed in Scope of Work Section 6.3.1.

b. **If Bidder is proposing to utilize its own software**, Bidder shall provide an overview of its proposed approach to Integrated Service reservations and scheduling, and shall include, at a minimum:

   i. A general overview of how any previous integrations with other scheduling software works;

   ii. A description of how MBTA or TRAC will automatically schedule several trips simultaneously (e.g., by uploading a Trip Manifest to Bidder’s system, or by e-mailing the manifest to Bidder’s agents) and the information fields required to schedule trips on Bidder’s software;

   iii. Bidder’s process, if any, for informing TRAC that they will be unable to fulfill an Assigned Trip;

   iv. A plan to ensure that multiple, authorized users are able to schedule and change RIDE Customer trips;

   v. An explanation of how the Bidder’s scheduling software can book scheduled trips as requiring wheelchair accessible vehicles or as Shared Trips;

   vi. A description of how Bidder proposes to ensure that Standard Service trips are only scheduled for eligible Standard Service Vehicle Operators.

2. Dispatching:

a. **If Bidder is proposing to utilize Routematch**, Bidder shall provide its proposed approach to monitoring its assigned Integrated Service trips using Routematch, including the number or type of staff that may be in contact with Bidder’s Vehicle Operators, and Bidder’s proposed policies and procedures for communications between Safety Supervisor(s), Vehicle Operators, and TRAC.

b. **If Bidder is proposing to utilize its own software**, Bidder shall provide the following information:

   i. Detailed description, including screen shots, of the Bidder’s trip-tracking or monitoring mechanism for Dispatchers (i.e., what information / views users of Bidder’s system are able to view in real-time);
ii. Description of the Bidder’s standard customer notifications, including how they are sent and when they are sent. Bidder should also explain whether it is able to tailor the timing or delivery method of notifications for individual clients accounts.

iii. Overview of what information is communicated to Vehicle Operators, MBTA, TRAC, and RIDE Customers upon dispatch, upon pick-up, and/or upon trip completion (i.e., drop-off or customer no-show);

iv. The communication mechanism between those using the dispatch portal and any Vehicle Operator/vehicle and customer;

v. Any methods available to customers to track their dispatched vehicle before it arrives, including screen shots;

vi. Bidder’s trip cancellation policies (i.e., how passengers or MBTA are able to cancel trips; and any constraints on when passengers or MBTA may cancel trips without incurring cancellation fees).

vii. How the client and passenger and are notified in cases of driver cancellations;

3. Reporting and reconciliation:
   
   a. Identify what information MBTA would be able to access on a daily basis regarding trips completed earlier that day, and the format in which this information is available;
   
   b. Identify what information Bidder is able to include in its Integrated Trip Reports, for each trip scheduled on its Integrated Service;
   
   c. Indicate when Bidder will provide Integrated Trip Reports (i.e., weekly, monthly, etc.);
   
   d. Describe how Bidder plans to gather data on customer experiences with its Integrated Service;
   
   e. Describe what information Bidder would include in any report regarding complaints or incidents filed by RIDE Customers or Vehicle Operators;

5.2.5 On-Demand Trips

5.2.5.1 Evaluation Approach: The MBTA will evaluate the strength of Bidder’s approach to meet the requirements of Sections 8 and 11 of each Scope of Work and provide On-Demand Trips, considering in particular:

1. The strength of Bidder’s reservations and booking approach, considering:
   
   a. The ease with which a RIDE Customer can book On-Demand Trips using Bidder’s smartphone application;
   
   b. The breadth of options available to customers to book on-demand trips beyond a smartphone application;
   
   c. The overall accessibility of Bidder’s On-Demand Service, considering RIDE Customers with different disabilities and preferred payment methods;

2. The extent of the Bidder’s ability to employ stated service constraints;

3. The flexibility of Bidder’s proposed approach to RIDE Customer co-pays, MBTA Subsidies, and Trip Allocations;

4. Bidder’s ability to show RIDE Customers upfront pricing that reflects the RIDE Customer’s share of the total trip cost after any MBTA Subsidy has been applied;

5. The frequency, availability, and detail of Bidder’s On-Demand Trip Reports;
6. The strength of Bidder’s approach to RIDE Customer support, including:
   a. The breadth of support options available to the RIDE Customer;
   b. The level of training provided to support staff related to Bidder’s On-Demand Trips service for the MBTA;
   c. The ability to directly assist RIDE Customers facing difficulty activating their On-Demand Trips.

5.2.5.2 Submittal Requirements: Bidder shall provide the following information regarding its On-Demand Trips:

1. Bidder’s approach to reservations and booking, including:
   a. An overview of all possible trip booking methods available to RIDE Customers seeking to book trips on-demand;
   b. Bidder’s proposed approach, if any, for allowing RIDE Customers without access to smartphones the ability to sign up for service and book trips on-demand;
   c. Bidder’s proposed approach, if any, for allowing RIDE Customers without credit or debit cards to book trips on-demand;
   d. Bidder’s proposed approach, if any, to provide any further accommodations and accessibility options for customers;

2. Bidder’s approach to limiting geographic areas, times, trip allocations, vehicle modes, and vehicle types;

3. An overview of Bidder’s ability to modify the design of any RIDE Customer Co-Pay and MBTA Subsidy, or to limit the number of subsidized trips that RIDE Customers receive, as described in the Scope of Work.

4. Bidder’s approach to linking MBTA Subsidies to RIDE Customers’ account with Bidder for the purpose of delivering and paying for On-Demand Trips, including any necessary RIDE Customer activation steps;

5. A list of the fields included in Bidder’s On-Demand Service Trip Reports, as well as the frequency that Bidder plans on delivering these reports; and

6. What information Bidder is able to include in its Trip Reports, for each trip scheduled on its On-Demand Service.

7. Bidder’s approach to promptly resolving customer support inquiries;

5.2.6 Administration

5.2.6.1 Evaluation Approach: The MBTA will evaluate Bidder’s ability to meet the requirements of Sections 9, 10, and 11 of each Scope of Work, in particular the following:

1. The ability to resolve or escalate RIDE Customer complaints in a thorough and timely manner;

2. **For Opt-in Only:** The ability to design and implement customer marketing and outreach strategies;

3. **For Standard Only:** Ability to monitor operations, identify deficiencies and take appropriate corrective actions on all aspects of operation;

4. The ability to provide timely and accurate reports as required by the MBTA;
5. The Bidder’s ability to administer and oversee the elements of the submitted Technical Proposal.

5.2.6.2 Submittal Requirements: Bidder shall provide the following information:

1. Current and proposed procedures regarding the investigation of and response to complaints, including investigation and escalation procedures for complaints alleging discriminatory conduct by a Vehicle Operator or any vehicle accident or medical emergency involving a customer;

2. What information Bidder would include in any report regarding complaints or incidents filed by RIDE Customers or Vehicle Operators;

3. For Opt-In Only: Bidder experience with designing cost-effective and measurable communication strategies;

4. For Standard Only: Bidder’s general approach to quality assurance including a summary of its Quality Assurance Plan (Scope of Work, Section 10.1), including the following:
   a. The process, tools and procedures for tracking individual Vehicle Operator’s performance, including refusals of trips, complaints, unexcused absences, etc.; and
   b. The plan and processes to identify the root causes of deficiencies in Bidder’s own performance and appropriate actions that will be taken.

5. Bidder’s general approach to providing reports, either ad hoc or on a regular basis, to its partners, including the ability to customize its reporting functionality to satisfy the requirements of the MBTA;

6. Bidder’s ability to fully and accurately report all incidents and accidents for purposes of MBTA’s NTD reporting; and

7. An explanation of any areas within Bidder’s proposal where Bidder plans to add value beyond the Scope of Work by showing its ability to administer and oversee Scope of Work with limited intervention by the MBTA.

5.2.7 Safety

5.2.7.1 Evaluation Approach: The MBTA will evaluate Bidder’s ability to meet the requirements of Section 12 of each Scope of Work, in particular the following:

1. Bidder’s overall approach to safety in the delivery of services proposed in the Scope of Work.

2. The depth of understanding and past experience with federal, state, and MBTA safety program requirements.

3. If Bidder is proposing Standard Service, the ability to effectively develop and implement safety programs and related procedures.

4. If Bidder is proposing Standard Service, the ability to implement a comprehensive Drug and Alcohol Program.

5.2.7.2 Submittal Requirements: Bidder shall provide the following information:

1. An overview of safety policies and procedures currently implemented in Bidder’s service, including any federal, state, or agency safety program requirements;

2. If Bidder is proposing Standard Service, a description of its understanding and planned approach to the safety requirements set forth in Section 12 of each Scope of Work, including relevant prior experience with:
a. Developing and administering safety plans;
b. Developing and implementing emergency management procedures;
c. Implementing and executing inclement and severe weather procedures; and
d. Notifying, investigating, and reporting on accidents and incidents, including past experience with NTD accident reports.

3. If Bidder is proposing Standard Service, Bidder’s proposed Drug and Alcohol Program in accordance with Section 12.1.1 of the Standard Scope of Work.

5.3 SCHEDULE T-3: MOBILIZATION PLAN

5.3.1 Evaluation Approach
The MBTA will evaluate Bidder’s ability to meet the requirements of Section 13 of each Scope of Work, in particular the following:

1. The accuracy, completeness, and appropriateness of detail regarding any key mobilization issues facing Bidder, and how the proposed mobilization timeline addresses these challenges.
2. The likelihood that Bidder will be able to effect a smooth mobilization in the required and proposed timelines.
3. The risk to MBTA of service disruptions or performance issues due to any delay in Bidder’s implementation of its service.

5.3.2 Submittal Requirements
Bidder shall provide its Mobilization Plan, which shall contain information on the following topics, at a minimum:

1. A broad outline of the work that Bidder needs to perform between execution of the Contract and the initiation of Services, making sure to highlight any necessary subcontracting, software development, or vehicle operator hiring plans;
2. An explanation of how Bidder proposes to resolve any of the challenges outlined in a timely manner;
3. An overall mobilization timeline, with expected dates for Bidder’s mobilization milestones.

5.4 SCHEDULE T-4: REQUEST FOR TAX PAYER IDENTIFICATION NUMBER AND CERTIFICATION
Bidder shall complete the Request for Tax Payer Identification Number and Certification form. See COMMBUY5.

5.5 SCHEDULE T-5: MBTA MINIMUM INSURANCE REQUIREMENTS.
Bidder shall confirm compliance with MBTA Insurance and Bonds Requirements included Section C-II and provide appropriate certificates.

6.0 RESPONSE FORM: PRICE PROPOSAL
Bidder’s Price Proposal shall include complete and accurate responses to this RFP and shall consist of the following Schedules:

1. Schedule P-1: Price Proposal
2. Schedule P-2: Prompt Payment Discount
6.1 SCHEDULE P-1: PRICE PROPOSAL

6.1.1 Evaluation Approach: The MBTA will evaluate Bidder’s cost based on the following:

6.1.1.1 Completeness, reasonableness, and accuracy of Bidder’s estimated trip costs

6.1.1.2 Expected cost of relying on Bidder’s Service(s) to fulfill RIDE Customer trips, relative to the estimated cost of relying on The RIDE’s DSPs (see Section 4.3.3 for complete explanation of Price Proposal scoring methodology).

6.1.2 Submittal Requirements: Bidder shall familiarize itself with all relevant instructions, guidelines, and requirements included on the Instructions tab within the appropriate Cost Form.

6.1.2.1 Bidders proposing Opt-In Service shall complete all required Tables included within Cost Form C1.

6.1.2.2 Bidders proposing Standard Service shall complete all required Tables included within Cost Form C2.

6.2 SCHEDULE P-2: PROMPT PAYMENT DISCOUNT

Bidder shall certify its compliance with the Prompt Payment Discount (PPD) Requirements and provide a PPD schedule as requested below in Table P-2, by filling in the cells highlighted in blue.

All Contractors doing business with the Commonwealth shall provide a Prompt Payment Discount (PPD) for receiving early payments. Contractors benefit from PPD by increased, usable cash flow as a result of fast and efficient payments for services rendered. Contractors who agree to accept Electronic Funds Transfer (EFT) increase the prompt pay benefit by ensuring that funds are paid directly to their designated bank accounts, thus eliminating the delay of check clearance policies and traditional mail lead time. The Bidder shall provide a Prompt Payment Discount percentage (%) off the invoice payment and the timeframe in which the PPD percentage shall be taken in a payment. If multiple payments are made on a single invoice, a PPD shall apply to each individual payment based on its Payment Issue Date.

If no discount is offered, enter “0%” in the cell under “Prompt Payment Discount.”

<table>
<thead>
<tr>
<th>Table P-2: Prompt Payment Discount</th>
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<tbody>
<tr>
<td>Prompt Payment Discount %</td>
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</table>
7.0 ENCLOSURES

7.1 ENCLOSURE 1 – BID COVER LETTER

Massachusetts Bay Transportation Authority
Attention: Procurement and Logistics Department
10 Park Plaza, Suite 2810
Boston, MA 02116

Instructions: Bidders shall complete the Bid Cover Letter below with their company name, total bid amount, and completed check boxes to indicate the bid documents that constitute their bid. The Bid Cover Letter should be placed on the top of all bid documents when submitted to the MBTA.

RFP #: [Title]

COMMBUYS Bid #: BD- INSERT NUMBER

Project Name:

Bidder (Company Name):

The undersigned Bidder having carefully examined and understood the documents included in the Request for Proposals (“RFP”), hereby offers to MBTA the “Bid” as contained in the following responses enclosed with this letter:

<table>
<thead>
<tr>
<th>Forms</th>
<th>Check to Indicate Submitted Bid Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Form A: Pre-Award Bidder Evaluation Form</td>
<td>☐</td>
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<tr>
<td>Form B: Bidder Past Experience</td>
<td>☐</td>
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<tr>
<td>Schedule T-1: Bidder Experience and Past Performance</td>
<td>☐</td>
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<tr>
<td>Schedule T-2: Technical Approach</td>
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</tr>
<tr>
<td>Schedule T-3: Mobilization Approach and Timeline</td>
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<tr>
<td>Schedule T-4: Request for Tax Payer Identification Number and Certification</td>
<td>☐</td>
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<tr>
<td>Schedule T-5: Proof of Insurance and Performance Guarantee</td>
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</tbody>
</table>
Signed Section 5 of the Contract Terms and Conditions (Terms and Conditions Signature Page)

Note: Do not submit Massachusetts Bay Transportation Authority Standard Contract (Section 2 of the Contract Terms and Conditions); it is not completed until award

PRICe POPOAL

Schedule P-1: Price Proposal

Schedule P-2: Prompt Payment Discount

The undersigned Bidder offers to the MBTA the responses enclosed with this letter for the following Service Levels (check either or both), offered using either Bidder Software or Routematch Software (check one for each Service Levels proposed), and under the following Service Delivery Model.

<table>
<thead>
<tr>
<th>Service Level(s)</th>
<th>Software</th>
<th>Delivery Model(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Opt-In Service</td>
<td>Bidder Software</td>
<td>Integrated</td>
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<td></td>
<td>On Demand</td>
</tr>
<tr>
<td>Standard Service</td>
<td>Bidder Software</td>
<td>Integrated</td>
</tr>
<tr>
<td></td>
<td>Routematch Software</td>
<td>Integrated</td>
</tr>
<tr>
<td></td>
<td></td>
<td>On Demand</td>
</tr>
</tbody>
</table>

We confirm that our Bid is in exact accordance with the solicitation with no exceptions to, or comments upon, the solicitation documents. We confirm that the submission of our Bid with the signature below makes all certifications as outlined in the solicitation documents. This Bid shall constitute a binding offer open for acceptance by the MBTA.

We confirm that this Bid has been prepared and is compliant with the solicitation instructions and agree to conduct ourselves in accordance with the solicitation. We confirm receipt of all addenda related to this solicitation. We confirm the 180 days Acceptance Period of this Proposal.

The undersigned are authorized to sign on behalf of and to bind _________________ (include Bidder’s name) to the provisions of this Bid.

Bidder (company name):  

Authorized Representative Name:  

Authorized Representative’s Signature:  

Title:  

Date:  

(BLOCK LETTERS)
7.2 ENCLOSURE 2 - FORM A: PRE-AWARD BIDDER EVALUATION DATA FORM

<table>
<thead>
<tr>
<th>Pre-Award Bidder Evaluation Data</th>
</tr>
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<tbody>
<tr>
<td>Name of Firm:</td>
</tr>
<tr>
<td>Federal Identification Number:</td>
</tr>
<tr>
<td>Legal Address:</td>
</tr>
<tr>
<td>Contact Name:</td>
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<tr>
<td>Telephone Number:</td>
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<td>Email:</td>
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</tbody>
</table>

Please select one:
- ☐ Individual
- ☐ Partnership
- ☐ Corporation
- ☐ Joint Venture

Date Organized: || State Incorporated: ||

Names of Officers or Partners: ||

Please provide details of any litigation, suits, or court action taken or pending against Bidder below:

Please provide the following information that demonstrates that Bidder together with its selected Affiliates and or Subcontractors has the required capabilities to successfully execute the Work. Please submit as attachments the following requested documents:

<table>
<thead>
<tr>
<th></th>
<th>Check Attachment</th>
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</thead>
<tbody>
<tr>
<td>Articles of Incorporation</td>
<td>☐</td>
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<tr>
<td>Audited financial statements for the last 3 financial years</td>
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</tr>
</tbody>
</table>
Attach, if applicable, a list of all principal subcontractors and the percentage and nature and value of work each will perform on this project. Principal items of work shall include, but not be limited to, those listed in the solicitation.

**Please provide answers to the following questions:**

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Do you have any outstanding indebtedness or unsecured loans or debts or trading losses not reported within the financial reports?</td>
<td>☐</td>
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</tr>
<tr>
<td>Do you have any contracts over the last two years that were assessed liquidated damages?</td>
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<tr>
<td>Do you have any contracts over the last two years that were assessed termination for non-performance?</td>
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</tr>
<tr>
<td>Do you have Organizational Conflicts of Interest (Section 2.12)?</td>
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</table>

Please provide, if applicable, the type of information which constitutes a trade secret, proprietary information, or other information excepted from disclosure including section and page numbers of the response.

Please provide, if applicable, Bidder team’s potential organizational conflicts of interest.

If Bidder or subcontractor is a joint venture, submit this Pre-Award Bidder Evaluation Data form for each member of the joint venture.

**7.3 ENCLOSURE 3 – FORM B: BIDDER PAST EXPERIENCE**

See COMMBUYS.

**7.4 ENCLOSURE 4 – FORM C1: OPT-IN SERVICE BIDDER COST FORM**

See COMMBUYS.

**7.5 ENCLOSURE 5 – FORM C2: STANDARD SERVICE BIDDER COST FORM**

See COMMBUYS.
7.6 ENCLOSURE 6 – TECHNICAL PROPOSAL COVER LETTER
(to be submitted on Bidder’s letterhead via COMMBUYS)

Massachusetts Bay Transportation Authority
Attention: Procurement and Logistics Department
10 Park Plaza, Suite 2810
Boston, MA 02116

The undersigned (“Bidder”) having carefully examined and understood the documents included in the Request for Responses (“RFP”), hereby offers to the Massachusetts Bay Transportation Authority (“MBTA”) the “Technical Proposal” as contained in the following responses enclosed with this letter:

<table>
<thead>
<tr>
<th>Technical Schedules</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule T-1: Bidder Experience and Past Performance</td>
</tr>
<tr>
<td>Schedule T-2: Technical Approach</td>
</tr>
<tr>
<td>Schedule T-3: Mobilization Approach and Timeline</td>
</tr>
<tr>
<td>Schedule T-4: Request for Tax Payer Identification Number and Certification</td>
</tr>
<tr>
<td>Schedule T-5: Proof of Insurance and Performance Guarantee</td>
</tr>
</tbody>
</table>

We confirm that our “Technical Proposal” is in exact compliance with the RFP with no exceptions to, or comments upon, the RFP documents.

The undersigned are authorized to sign on behalf of and to bind ________________ (include Bidder’s name) to the provisions of this “Technical Proposal”.

Bidder (company name):

Authorized Representative Name: ____________________________________________

(BLOCK LETTERS)

Authorized Representative’s Signature: _______________________________________

Title:____________________________________________________________

Date: ____________________________________________________________________

RFP: [Title]
Project Name: INSERT TITLE
7.7 ENCLOSURE 7 – PRICE PROPOSAL COVER LETTER

(to be submitted on Bidder’s letterhead via COMMBUYS)

Massachusetts Bay Transportation Authority
Attention: Procurement and Logistics Department
10 Park Plaza, Suite 2810
Boston, MA 02116

The undersigned (“Bidder”) having carefully examined and understood the documents included in the Request for Responses (“RFP”), hereby offers to the Massachusetts Bay Transportation Authority (“MBTA”) the “Price Proposal” as contained in the following responses enclosed with this letter:

<table>
<thead>
<tr>
<th>Price Schedules</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule P-1: Price Proposal</td>
</tr>
<tr>
<td>Schedule P-2: Prompt Payment Discount</td>
</tr>
</tbody>
</table>

The undersigned are authorized to sign on behalf of and to bind ________________ (include Bidder’s name) to the provisions of this “Technical Proposal”.

Bidder (company name):

Authorized Representative Name:

(BLOCK LETTERS)

Authorized Representative’s Signature:

Title:

Date:
The MBTA’s Paratransit Dedicated Service Providers

RFP. No 26-19

Contract Terms and Conditions
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1. MBTA STANDARD CONTRACT INSTRUCTIONS

The Bidder shall review and sign the Terms and Conditions Signature page to submit with their bid for their bid to be responsive and complete.

Bidder Shall Not sign Massachusetts Bay Transportation Authority Standard Contract upon submission of their bid. When the MBTA plans to award contract, the MBTA designated Point of Contact will fill out the Massachusetts Bay Transportation Authority Standard Contract and send it to the successful bidder for signature.

The MBTA does not encourage attempts to negotiate the Massachusetts Bay Transportation Authority Standard Contract Terms and Conditions. Many of these provisions are required by law; others are longstanding MBTA policy / practice. Accordingly, Bidders / proposers should only redline or object to provisions that they find absolutely unacceptable. Any rejection or modification of these provisions may disqualify a Bid / proposal as being non-responsive or non-compliant.
2. MASSACHUSETTS BAY TRANSPORTATION AUTHORITY STANDARD CONTRACT

<table>
<thead>
<tr>
<th>CONTRACTOR LEGAL NAME:</th>
<th>Massachusetts Bay Transportation Authority (MBTA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(and d/b/a):</td>
<td></td>
</tr>
<tr>
<td>Legal Address: (W-9, W-4,T&amp;C):</td>
<td></td>
</tr>
<tr>
<td>Contract Manager:</td>
<td>Billing Address (if different):</td>
</tr>
<tr>
<td>E-Mail:</td>
<td>Contract Manager:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Email:</td>
</tr>
<tr>
<td>Fax:</td>
<td>Phone:</td>
</tr>
<tr>
<td>Vendor Code Address ID (e.g. “AD001”): AD: AD</td>
<td>RFR/RFP/IFB/Procurement or Other ID Number: [Title] COMMBUYS #: BD-19-1206-40000-42502-36430</td>
</tr>
<tr>
<td>(Note: The Address Id Must be set up for EFT payments.)</td>
<td></td>
</tr>
</tbody>
</table>

NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)
- [ ] Statewide Contract (OSD or an OSD-designated Department)
- [ ] Collective Purchase (Attach OSD approval, scope, budget)
- [ ] MBTA Procurement (Attach RFR/RFP/IFB and Response or other procurement supporting documentation)
- [ ] Emergency Contract (Attach justification for emergency, scope, budget)
- [ ] Contract Employee (Attach Employment Status Form, scope, budget)
- [ ] Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)

CONTRACT AMENDMENT

Enter Current Contract End Date Prior to Amendment: ______ 20□
Enter Amendment Amount: $□ (or “no change”)

AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)
- [ ] Amendment to Scope or Budget (Attach updated scope and budget)
- [ ] Interim Contract (Attach justification for Interim Contract and updated scope/budget)
- [ ] Contract Employee (Attach any updates to scope or budget)
- [ ] Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)

The Standard and Supplemental Terms and Conditions under Sections 3 and 4 have been executed, and are incorporated by reference into this Contract.

COMPENSATION: (Check one option): The MBTA certifies that payments for authorized performance accepted in accordance with the terms of this Contract
- [ ] Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
- [ ] Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). $□

PROMPT PAYMENT DISCOUNTS (PPD): MBTA payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days % PPD, Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)

ANTICIPATED START DATE: (Complete ONE option only) MBTA and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
- [ ] 1. May be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
- [ ] 2. May be incurred as of ______ 20□ a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
- [ ] 3. were incurred as of ______ 20□ a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are authorized and incorporated into this Contract. Acceptance of payments forever releases the MBTA from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of ______ 20□ with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the “Effective Date” of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the MBTA, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable MBTA Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR), Request for Proposal (RFP), Invitation for Bid (IFB) or other solicitation, the Contractor’s Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR/RFP/IFB and the Contractor’s Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR/RFP/IFB or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: ____________________________. Date:___________.
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: [_____________]
Print Title: [_____________]

AUTHORIZING SIGNATURE FOR THE MBTA: X: ____________________________. Date:___________.
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: [_____________]
Print Title: [_____________]

RFP 26-19
The MBTA’s Paratransit Dedicated Service Providers

COMMBUYS #: BD-19-1206-40000-42502-36430 - 3 -
3. **STANDARD TERMS AND CONDITIONS**

Upon execution by the Contractor, these Terms and Conditions will be incorporated by reference into any Contract executed by the Contractor and the Massachusetts Bay Transportation Authority (MBTA), in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the MBTA, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The MBTA is entitled to ownership and possession of all deliverables purchased or developed with MBTA funds.

3.1 **Contract Effective Start Date**

Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in the Contract, the effective start date of performance under the Contract shall be the date the Contract has been executed by an authorized signatory of the Contractor, the MBTA, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

3.2 **Payments and Compensation**

The Contractor shall only be compensated for performance delivered and accepted by the MBTA in accordance with the specific Terms and Conditions of the Contract. Overpayments shall be reimbursed by the Contractor or may be offset by the MBTA from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the MBTA from all claims, liabilities or other obligations relating to the performance of a Contract. Contractor shall promptly pay all subcontractors who perform work under the Contract for which Contractor has been paid. Failure to do so shall constitute a material breach of the Contract and, in addition to other remedies, the MBTA may offset such amounts owed to subcontractors from future payments to Contractor.

All Contractors will be paid using the MBTA invoicing system and Contractor will submit its invoice with all supporting documentation as prescribed in the Contract. The MBTA shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection, provided that payment periods listed in the Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable the MBTA to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty.

3.3 **Contract Termination or Suspension**

The Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The MBTA may terminate the Contract without cause and without penalty, or may terminate or suspend the Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate MBTA action. Upon immediate notification to the other party, neither the MBTA nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor’s control.

3.4 **Written Notice**

Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the MBTA or the Contractor. Any written
notice of termination or suspension delivered to the Contractor shall state the effective date and period of
the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to
perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any
instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during
the notice period.

3.5 Record-keeping and Retention, Inspection of Records
The Contractor shall maintain records, books, files and other data as specified in the Contract and in such
detail as shall properly substantiate claims for payment under the Contract, for a minimum retention period
of seven (7) years beginning on the first day after the final payment under the Contract, or such longer
period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving
the Contract. The MBTA shall have access, as well as any parties identified under Executive Order 195,
during the Contractor’s regular business hours and upon reasonable prior notice, to such records, including
on-site reviews and reproduction of such records at a reasonable expense.

3.6 Assignment
The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability,
responsibility, obligation, duty or interest under the Contract without the written approval of the MBTA,
with the exception that the Contractor shall be authorized to assign present and prospective claims for
money due to the Contractor pursuant to the Contract in accordance with M.G.L. C. 106, §9-318. The
Contractor must provide sufficient notice of assignment and supporting documentation to enable the MBTA
to verify and implement the assignment. Payments to third party assignees will be processed as if such
payments were being made directly to the Contractor and these payments will be subject to intercept, offset,
counter-claims or any other MBTA rights which are available to the MBTA against the Contractor. The
sale of fifty percent (50%) or more of the equity ownership of a Contractor shall be considered an
assignment requiring the prior written approval of the MBTA. Impermissible assignments shall be null and
void.

3.7 Subcontracting By Contractor
Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under the
Contract must be in writing, authorized in advance by the MBTA and shall be consistent with and subject
to the provisions of MBTA Terms and Conditions and the Contract. Subcontracts will not relieve or
discharge the Contractor from any duty, obligation, responsibility or liability arising under the Contract.
The sale of fifty percent (50%) or more of the equity ownership of a Contractor shall be considered an
assignment requiring the prior written approval of the MBTA. Impermissible assignments shall be null and
void.

3.8 Affirmative Action, Non-Discrimination in Hiring and Employment
The Contractor shall comply with all federal and state laws, rules and regulations promoting fair
employment practices or prohibiting employment discrimination and unfair labor practices and shall not
discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted,
discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages,
benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age,
sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The
Contractor commits to purchasing supplies and services from certified minority or women-owned
businesses, small businesses or businesses owned by socially or economically disadvantaged persons or
persons with disabilities.
3.9 Indemnification

Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the MBTA, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the MBTA may sustain which arise out of or in connection with the Contractor’s performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the MBTA. After prompt notification of a claim by the MBTA, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The MBTA shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

3.10 Waivers

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor shall it in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

3.11 Risk of Loss

The Contractor shall bear the risk of loss for any Contractor materials used for the Contract and for all deliverables, MBTA personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of the Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the MBTA.

3.12 Forum, Choice of Law and Mediation

Any actions arising out of the Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The MBTA and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

3.13 Interpretation, Severability, Conflicts with Law, Integration

Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these MBTA Terms and Conditions, shall be interpreted as superseded by the official printed language. If any provision of the Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with the Contract Terms and Conditions. The printed language of the Standard Contract Form, which incorporates by reference the MBTA Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of the Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret the Contract shall be as follows: any applicable federal provisions, any supplemental provisions, any negotiated terms and conditions allowable pursuant to law or regulation; the printed language of the MBTA Terms and Conditions; the Standard Contract; the MBTA’s Request for Response/Proposal/Bid (RFR/RFP/IFB) solicitation document; and the Contractor’s Response to the RFR/RFP/IFB solicitation, excluding any language stricken by the MBTA as unacceptable.
3.14 Insurance to be Carried by the Contractor

The successful Contractor shall submit proof of insurance for the requirements detailed in the attached MBTA Minimum Insurance Requirements enclosure with this solicitation. The attachment will be included with the solicitation posting in COMMBUYS. If in the case they are not available at the time of preparing their Bid, the successful Contractor certifies that they will carry such insurance policies and all costs resulting from this are included in their pricing. The successful Contractor shall provide proof of insurance within three business days of conditional notice of award.

3.15 Contractor Certifications and Legal References

The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein.

MBTA and Contractor Ownership Rights

The Contractor certifies and agrees that the MBTA is entitled to ownership and possession of all “deliverables” purchased or developed with Contract funds.

Qualifications

The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State’s website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention

The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Laws and Regulations Prohibiting Discrimination and Human Trafficking

Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting discrimination, human trafficking, and forced labor, including but not limited to Chapter 178 of the Acts of 2011.

Collusion

The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access

The Contractor shall provide full access to records related to performance and compliance to the MBTA pursuant to G.L. c. 11, s.12 for six (6) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation
of fraud, waste and/or abuse may not be denied and Contractor cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor’s own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under the Massachusetts Public Records Law.

Debarment

The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation.

Applicable Laws

The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; Code of Massachusetts Regulations 801 CMR 21.00 (Procurement of Commodity and Service Procurements); M G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Tax Law Compliance

The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts

The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor’s ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements

If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Commonwealth Data, Personal Data and Information.

The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth/MBTA and RIDE Customer data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use
and disbursement of personal data and information under M.G.L. c. 93H and c. 66A and other applicable state and federal privacy requirements. The Contractor shall comply with M.G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth’s “Cryptographic Management Standard” set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (TSS), or a comparable Standard prescribed by the MBTA. Contractors with access to credit card or banking information of Commonwealth/MBTA customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation compliance during the Contract. The Contractor shall immediately notify the MBTA in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the MBTA and provide access to any information necessary for the MBTA to respond to the security breach and shall be fully responsible for any damages associated with the Contractor’s breach including but not limited to G.L. c. 214, s. 3B.

For all Contracts involving the Contractor’s access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, or access to MBTA or Commonwealth systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read M.G.L. c. 93H and c. 66A and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology Services and Security (TSS), or stricter standards prescribed by the MBTA. Notwithstanding any contractual provision to the contrary, in connection with the Contractor’s performance under this Contract, for all public authorities, executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with all Enterprise Information Security Policies and Standards published by the Executive Office for Security Services and Technology (TSS), or a comparable set of policies and standards (“Information Security Policy”) as prescribed by the MBTA; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the MBTA from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the “unauthorized use”): (a) immediately notify the MBTA if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the MBTA to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the MBTA and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth and MBTA may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 8.1.11 of MBTA’s Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L c. 66A.
Corporate and Business Filings and Reports

The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of and other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements

Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers’ compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers’ Compensation); G.L. c.153 (Liability for Injuries); 102 CMR 12.00 (Dependent Care Assistance Program); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act and M.G.L. c. 175M (Family and Medical Leave).

Federal And State Laws And Regulations Prohibiting Discrimination

Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16 s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Right-to-Know Law

The Contractor shall certify that it will comply with the Massachusetts Right-To-Know Law, Chapter 470 of the Acts of 1983. Additionally, the Contractor agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance, or mixture containing such substance, pursuant to M.G.L. c. 111F §§ 8, 9, and 10, and the regulations contained in 441 CMR § 21.06 when deliveries are made.

Small Business Purchasing Program (SBPP)

A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Other Damages

The term “other damages” shall include, but shall not be limited to, the reasonable costs the MBTA incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. “Other damages” shall not include damages to the MBTA as a result of third party claims, provided, however, that the foregoing in no way limits the MBTA’s right of recovery for personal injury or
property damages or patent and copyright infringement under Section 3.10 nor the MBTA’s ability to join the contractor as a third party defendant. Further, the term “other damages” shall not include, and in no event shall the contractor be liable for, damages for the MBTA’s use of contractor provided products or services, loss of MBTA records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the MBTA. In no event shall “other damages” exceed the greater of $100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 3.10 sets forth the contractor’s entire liability under a Contract. Nothing in this section shall limit the MBTA’s ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 3.10 of the MBTA Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement.

Northern Ireland Certification

Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance

In the event of a serious emergency, pandemic or disaster outside the control of the MBTA, the MBTA may negotiate emergency performance from the Contractor to address the immediate needs of the MBTA even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Subcontractor Performance

The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

3.16 Executive Orders

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of the Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts

For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to the Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.
Executive Order 130. Anti-Boycott

The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the MBTA shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors

Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the MBTA. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships with Other State Employees

Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Orders 523, 524, and 526

Executive Orders 523, 526 and 565. Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program). Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 565 (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran’s status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to M.G.L. c. 7 s. 61(s). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of
the contract that may subject the contractor to appropriate sanctions.

4. SUPPLEMENTAL PROVISIONS TO TERMS AND CONDITIONS

4.1 Applicability
These Supplemental Provisions shall apply to the Contract. In the event of a conflict or disparity between these Supplemental Provisions and the Standard Terms & Conditions, the Supplemental Provisions govern.

4.2 Payment Terms
The MBTA will pay the Contractor based on the terms of compensation agreed to by the MBTA under the Contract.

The MBTA reserves the right to make changes to the scope of and manner of performing the service provided by the Contractor.

The MBTA will use reasonable efforts to promptly process Contractor invoices within the time period required under the Contract. In the event of a dispute between the MBTA and the Contractor over charges, the MBTA shall withhold compensation for a sum equal to the full value of the disputed charges; undisputed balances of such invoices shall not be withheld. The MBTA may dispute Contractor invoice charges for reasons including, but not limited to the reasons listed below:

Determination by the MBTA that services rendered failed to meet the level of service standards described in the Scope of Work or failed to perform the services in accordance with the requirements specified elsewhere in the Contract.

Failure of the Contractor to supply the MBTA with complete and accurate documentation to support the monthly invoice.

In the event of disputes over payment, the MBTA will make a determination and offer resolution within thirty (30) business days of identification of a dispute. The finding of the MBTA shall be final and binding on all Parties. The MBTA shall authorize the payment owed the Contractor under this clause within thirty (30) days of such finding.

4.3 Independent Contractor Status
Except where otherwise specifically identified in the Contract, it is understood and agreed that the Contractor, including its employees, subcontractors and agents will be providing services under the Contract as an independent Contractor for the MBTA and that none of the Subcontractors, agents or employees of the Contractor will be an employee or agent of the MBTA. All liability to persons actually providing services for payment of charges related to wages or other compensation shall be the sole responsibility of the Contractor.

4.4 Subcontracting Of Work
The Contractor shall not subcontract for any of the services required it is obligated to perform under the Contract without the written consent of the MBTA.

Any subcontracting of the work approved in writing by the MBTA shall not release the Contractor of its liability under the Contract.

The Contractor shall ensure that the Contractor and any subcontractor/supplier engaged to perform any part of the services required under the Contract (“Subcontractor”) are in compliance with MBTA policies related
to Title VI and providing services to persons with limited English proficiency.

The Subcontractor shall hold only the Contractor responsible and liable for the payment of claims or other amounts owed of any nature whatsoever arising out of any subcontract. The Contractor shall include in all agreements with the subcontractor(s) / supplier(s), as pertaining to the Contract, that its Subcontractor shall make no claim whatsoever against the MBTA, its members or agents, for any work performed or thing done by reason of the subcontract, or for any other cause whatsoever that may arise by reason of the relationship created between the Contractor and the Subcontractor by the subcontract.

4.5 Transfer Or Assignment Of Contract
Neither the Contract nor any interest herein shall be assigned, subcontracted, pledged or otherwise transferred by the Contractor without the written consent of the MBTA. If the Contractor makes any such assignment, subcontract, pledge or other transfer without the written consent of the MBTA, the Contract shall be voidable at the election of the MBTA. The MBTA's consent to any such assignment, pledge or other transfer may impose such additional conditions thereon as may be considered necessary to ensure the performance of the terms of the Contract by the assignee. Moreover, unless otherwise agreed to in writing by the MBTA, any transfer by the Contractor shall not release the Contractor of its liability under the Contract.

4.6 Severability
In the event any article, section, sub article, paragraph, sentence, clause, or phrase contained in the Contract shall be determined, declared, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, such determination, declaration, or adjudication shall in no manner affect the other articles, sections, sub articles, paragraphs, sentences, clauses, or phrases of the Contract, which shall remain in full force and effect as if the article, section, sub article, paragraph, sentence, clause, or phrase declared, determined, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, was not originally contained in the Contract.

4.7 Entire Agreement
The Contract and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between the Contractor and the MBTA (hereinafter the “Parties”) and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written, and is not intended to confer upon any person other than the Parties any rights or remedies hereunder.

4.8 Commitments In Response
Notwithstanding the order of precedence or anything to the contrary in the Contract, if the Contractor’s Response (Technical Proposal and Price Proposal) includes statements, offers, terms, concepts or approaches that can reasonably be interpreted as offers to provide higher quality services or items than otherwise required by the other provisions of the Contract or to meet standards in addition to or better than those otherwise required, then the Contractor’s obligations shall include compliance with all such statements, offers, terms, concepts and approaches.

4.9 Headings Not Binding
The headings appearing at the beginning of the articles, sections, parts, paragraphs or subparagraphs in the Contract have been inserted for identification and reference purposes only.

4.10 Reference Information Documents Not Binding
During the procurement, the MBTA has provided Reference Information Documents to the Contractor. Reference Information Documents are not part of the Contract and are provided solely for the purposes of disclosure. The MBTA does not represent, warrant or guarantee the accuracy or completeness of the information in the Reference Information Documents or that such information is in conformity with the requirements of the Contract. The MBTA shall not be responsible or liable in any respect for any causes of action, claims or losses by the Contractor, its Subcontractors or any other person by reason of any use of or reliance on the Reference Information Documents.

4.11 Binding Effect

The Contract shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Contractor and the MBTA. For this purpose, any party hereunder entering into an agreement shall obligate any successor or assign to all the terms and conditions of this Contract. Any party hereto, shall remain liable jointly and severally with any successor or assign for any breach of this Contract which occurred, and any charges or obligations which accrued, prior to the date of the assignment notwithstanding the assumption by the successor or assign of such liabilities, charges, or obligation.

4.12 Modifications

The Contract can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Contractor and of the MBTA. Any variance from the terms and conditions of the Contract or any order or other written notification given by either Party to the other that is not duly authorized shall have no force or effect.

4.13 No Waiver

None of the provisions of the Contract, unless otherwise specified, shall be considered waived by either party hereto unless such waiver is in writing and signed by both Parties. No such waiver shall be construed as a modification of any of the provisions of the Contract or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver.

4.14 Legal Relations And Responsibility To The Public

Contractor Compliance. The Contractor shall keep fully informed and shall comply with the provisions of applicable federal, state, and municipal laws, rules, and regulations that in any manner regulate the Contractor’s performance of the Contract and those engaged or employed with the services herein described. The Contractor shall indemnify, protect, defend, and save harmless MBTA and its officers, agents and employees from all fines, penalties, and liabilities imposed upon MBTA under any such laws, rules, and regulations by any public agency, authority or court having jurisdiction over the Parties hereto when the imposition of same is attributable to the failure of the Contractor to keep fully informed and to comply with its obligations in this regard, provided that if any public agency, authority or court seeks to impose such fine, penalty or liability on the MBTA, the MBTA shall promptly notify the Contractor and allow the Contractor, in consultation with the MBTA, to object to and defend such imposition.

Subcontractor Compliance. The Contractor shall be responsible for the compliance of its Subcontractors to the requirements of federal, state, and municipal laws, ordinances, rules, and regulations as may be applicable to the performance of such Subcontractors pursuant to the Contract.

Laws to be Observed and Changes in Laws. The Contractor shall comply with all laws and regulations of the Commonwealth of Massachusetts and the Federal Government, legislative acts, municipal ordinances, decrees, orders or regulations of any public body, commission or authority having jurisdiction over the MBTA, and orders of decree by a court of competent jurisdiction to which the MBTA or any predecessor or successor in title may be a party that are applicable to the Contract (“Legal Requirements”).
Further, the MBTA shall not be liable to the Contractor for any changes in Legal Requirements. If any discrepancy or inconsistency is discovered in the Contract in relation to any Legal Requirement, the Contractor shall forthwith report the same to the MBTA in writing.

The Contractor, if a foreign corporation (a corporation established, organized or chartered under laws other than those of the Commonwealth of Massachusetts) shall comply with the provisions of Chapter 156D Part 15 of the General Laws as amended ("Act"):
- The above Act provides that the Secretary of State for the Commonwealth of Massachusetts shall be appointed for the service of legal process in the case of a foreign corporation doing business in this Commonwealth.
- Section Four of the Act requires every corporation to file with the Secretary copies of its charter, certificate of incorporation, a true copy of its by-laws and other information.
- In addition to the above, the Contractor shall file with the MBTA a certificate from the Secretary of State for the Commonwealth of Massachusetts stating that the corporation has complied with Chapter 156D Part 15 and the date of compliance.

In consideration of the covenants and obligations of the MBTA herein contained, the Contractor hereby releases, and forever discharges, the MBTA from any and all claims, demands, actions, causes of action and liability whatsoever, of every name and nature, both in law and equity, which the Contractor may now have or may hereafter have against the MBTA under the provisions of Section 22 of Chapter 161A of the General Laws of Massachusetts, and the Federal Transit Act, or any other similar provisions of law, arising on account of all services provided for the MBTA by the Contractor.

**Prohibited Use of Funds.** The Parties agree that no member of or delegate to the Congress of the United States shall be admitted to any share or part of the Contract or to any benefit arising therefrom.
- The Parties agree that no member, officer, or employee of the Public Body or of a local public body during his tenure shall have any interest direct or indirect, in this Contract or the proceeds thereof.
- The Contractor hereby certifies that it is not on the U.S. Comptroller General's consolidated list of persons or firms currently debarred for violations of various public contracts incorporating labor standard provisions.

**4.15 Insurance**

The Contractor shall not commence work under the Contract until it has obtained all insurance required under this Section and such insurance has been approved by MBTA. The MBTA shall be supplied with signed certificates of such insurance ten (10) business days prior to the commencement of any work under the Contract evidencing that such insurance policies, including required limits and sub limits are in place and provide coverage as required. Any deductible shall be the responsibility of the Contractor or Subcontractor.

(a) Worker's Compensation Insurance including Worker's Compensation Insurance and Employers Liability Insurance as required by and in accordance with the laws of the Commonwealth of Massachusetts.

(b) General Liability Insurance including Contractual Liability Insurance with a limit of not less than $1 million per occurrence and $2 million aggregate.

(c) Automobile Liability Insurance for bodily injury and property damage with a combined single limit of not less than $1 million for the use of all vehicles; owned, leased, hired, and non-owned
for all work performed under this contract. Coverage requirement includes comprehensive coverage, fire, theft, glass, and physical damage/collision coverage on all MBTA owned/leased vehicles.

(d) Property Insurance for any MBTA owned/leased equipment or property associated with the Contract. Insurance coverage (including vehicle storage) shall be for replacement cost including theft. The MBTA shall be named loss payee as their interest may appear.

(e) Umbrella Liability Insurance with limits not less than $20 million per occurrence and annual aggregate, covering all work and services performed under the Contract. Such insurance shall be written on an occurrence basis.

(f) Employment Practice Liability should be written on a claims made basis with a limit of no less than $1 million. Coverages to be included are Third Party Violations including but not limited to any actual or alleged harassment or unlawful discrimination of violation of civil rights of an individual committed against any individual other than an individual insured or applicant for employment with the Contractor, including, but not limited to students, patients, members, customers, vendors and suppliers.

The insurance herein before specified shall be with insurance companies licensed and/or authorized by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of A- or better.

The insurance shall be taken out before work is commenced and kept in effect until all work required to be performed under the terms of the Contract is satisfactorily completed. The MBTA shall be given a minimum of thirty (30) days’ notice in the event of cancellation and ten (10) days’ notice for non-payment of any of the insurance required under this paragraph. Notice shall be delivered in accordance with the policy provisions.

The MBTA shall be listed as an "additional insured" on all Policies. The Workers' Compensation and Employers' Liability Insurance Policies shall include a waiver of any and all subrogation rights against the MBTA. All such insurance required above shall be primary and non-contributory to any insurance or self-insurance maintained by the MBTA.

At the request of the MBTA, the Contractor shall have its insurance company mail a complete copy of the policy within thirty (30) days of such request. A Certificate of Insurance is considered sufficient proof along with Additional Insured and Notice of Cancellation endorsements.

### 4.16 Performance Guarantee

A Performance Guarantee is required in accordance with the following MBTA Performance Guarantee Requirements to ensure faithful performance and compliance with the terms and conditions of the Contract.

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<th>MBTA Performance Guarantee Requirements</th>
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The Performance Guarantee must be an Irrevocable Stand-By Letter of Credit in form and substance acceptable to the MBTA and shall remain in full force for the term of the Contract. The Contractor shall provide the requisite Performance Guarantee to the MBTA within ten (10) business days from Contract execution.

The Contractor agrees: (i) the Performance Guarantee may be drawn upon by the MBTA upon the
occurrence of an Event of Default as defined in the Contract; (ii) that the Performance Guarantee may be drawn upon if the Performance Guarantee has not been extended or renewed without amendment at least forty-five (45) days prior to any then-current expiration date thereof; (iii) that if the rating of the issuer of the Performance Guarantee at any time drops below B+, then, within sixty (60) days following MBTA's demand, Contractor shall replace the Performance Guarantee with another Performance Guarantee in a form reasonably acceptable to MBTA and with an issuer with a rating of at least a B+ and otherwise reasonably acceptable to MBTA; MBTA may draw on the existing Performance Guarantee if, after MBTA requests that Contractor replace the Performance Guarantee as aforesaid, MBTA is not provided with a substitute Performance Guarantee in a form, and from an issuer, satisfactory to MBTA as provided above at least fifteen (15) days prior to the then-current expiration date of the Performance Guarantee; (iv) that should MBTA’s rights under the Contract be assigned by the MBTA, the Performance Guarantee or any portion thereof shall be assigned to MBTA's assignee, and if the same be assigned as aforesaid, the Contractor hereby releases MBTA from any and all liability with respect to the Performance Guarantee and its application or return, and Contractor agrees to look to such assignee for such application or return, provided such assignee assumes the MBTA’s obligations under the Contract; and (v) that the Performance Guarantee (or so much thereof as shall have theretofore not been applied in accordance with the terms of this paragraph) shall be returned to the Contractor within thirteen (13) months after the expiration of the Term.

4.17 Open Book: Examination And Audit

The Contractor shall maintain an open book approach in relation to the Contract to enable the MBTA to monitor, scrutinize and verify the accuracy of all charges and costs, or any new charges proposed by the Contractor relating to the work. On request by the MBTA from time to time, the Contractor shall provide to the MBTA an open book account of the Contractor's charges, costs and/or any proposed charges or costs, setting out full and transparent details of each component of the costings (including any profit margins or discounts applicable to those costings).

The Contractor shall maintain and require its Subcontractors to maintain, in accordance with generally accepted accounting principles, books, records, and other compilations of data pertaining to the Contractor’s services, delivery of materials, and other items in such detail as to substantiate claims for payment or for collections on behalf of the MBTA under the Contract. Upon reasonable advance written notice, the General Manager of the MBTA or designated representative (including private auditing firm) shall have the right to examine and audit all data and records of the Contractor relating to its performance under the Contract.

The Contractor, upon seven (7) days’ advance written notice by the MBTA, shall make available at its local office to MBTA personnel, its representatives or other authorized agencies, all records and data maintained by the Contractor for the purposes of performing financial, compliance, and performance audits related to the costs incurred in performing the work under the Contract.

The Contractor being bound by all applicable State and Federal laws and regulations hereby expressly agrees to defend, indemnify and hold MBTA harmless against all audit exceptions or denials of reimbursement arising from the Contractor’s failure to comply with the requirements of State and Federal laws and regulations. The Contractor shall make restitution to the MBTA of such amounts of money as are withheld from MBTA by State, Federal, County, or local agencies or organizations due to the Contractor’s noncompliance with applicable State and Federal laws and regulations. Restitution shall be made no later than thirty (30) days after receipt of notification from MBTA that monies are due to the MBTA.

4.18 Access to and Use of Data

MBTA shall be entitled to use individual trip data related to this Contract for its business needs. This use shall include disclosure of such information, subject to appropriate non-disclosure terms, with other
entities whose purpose(s) in using such data is to: analyze impacts on the MBTA budget or Customer experience; provide marketing or advertising to Customers or to solicit Customer feedback; design new services and contracts; design new service rules, policies, constraints, or pricing or subsidy structures; prevent, detect, and combat fraud; protect the safety of its Customers; provide customer support; or publish related studies and aggregate metrics regarding this Contract, related programs, and Customer behavior.

4.19 Force Majeure

General. Except as provided otherwise in this Section, a party (“Non-Performing Party”) shall be excused from performance of any obligations to the other party under this Contract, where such non-performance is caused by an event factually beyond the control of and not caused by or resulting from the negligence of the Non-Performing Party, which shall include, without limitation, natural disaster; or civil disorder, provided, however, that the Non-Performing Party shall use all reasonable efforts to minimize its non-performance and to overcome, remedy, or remove the impacts of such event in the shortest practical time. The Contractor shall use all reasonable efforts to undertake and complete the repair, restoration, or replacement of any property, which is necessary for the performance of the work in accordance with the Contract, and shall resume the work and performance of its other obligations under this Contract as soon as reasonably possible. In the event the Non-Performing Party fails or refuses to use all reasonable efforts as aforesaid, the continuation of an event beyond the control of and not caused by the Non-Performing Party shall not be deemed an excuse for non-performance hereunder.

Labor Disputes. A strike, work stoppage or other labor dispute shall not constitute an event beyond the Contractor’s control if the Contractor fails as soon as reasonably possible to proceed to obtain an order of a court or administrative agency of competent jurisdiction to prevent the continuation of the same or if the Contractor fails to continue to obtain such order or pursue such other means of ending such strike, work stoppage or labor dispute if the court or administrative agency initially denies the Contractor’s or the MBTA’s request for such order. The MBTA shall not be required to make any payments to Contractor during the duration of such interruption, stoppage, or slowdown and may terminate the Contract, at its sole discretion.

Excluded Events. The events described in the above paragraphs of this Section above shall not constitute force majeure events if the Contractor knew or should have known about the event or the reasonable possibility of such event in advance of its occurrence, and failed to take preventative or remedial measures to avoid or lessen the impact of such events.

Weather Conditions not Force Majeure Events. Conditions caused by a storm or other weather condition shall not constitute an event beyond the control of the Non-Performing Party for the purposes of this section. The obligations of the Parties in such an event of a winter storm shall be in accordance with the applicable provisions in the Scope of Work.

4.20 Mutual General Representations And Warranties

Corporate Power. The Contractor represents (a) that it is duly incorporated, validly existing and in good standing under the laws of the state of its incorporation and (b) that it has full corporate power to own, lease, and operate its properties and assets, to conduct its business as such business is currently being conducted, and to consummate the transactions contemplated by the Contract.

Contract Authority. Each party represents that the Contract has been duly authorized, executed and delivered and constitutes a valid and binding agreement, enforceable against such party in accordance with the Contract's terms, subject to the effect of bankruptcy, insolvency, moratorium and other laws now or
hereafter in effect relating to and affecting the rights of creditors generally and to equitable principles of
general application.

No Breaches. Each party represents that neither the execution nor delivery of the Contract, nor the
consummation of any of the transactions contemplated herein, will result in the breach of any term or
provision of, or constitute a default under, any charter provision or bylaw, or material agreement (subject
to any applicable required consent), order, law, rule or regulation to which it is a party or which is otherwise
applicable to it.

4.21 Intellectual Property Rights

The Contractor shall grant the MBTA, without fee, charge or royalty, intellectual property access and
licenses determined necessary for the work performed under the Contract.

4.22 Fair Employment Practices

The Contractor will not harass, discriminate or retaliate against any employee or applicant for employment
because of race, color, religion, creed, sex, national origin, age, disability, sexual orientation, genetic status
or veteran status.

The Contractor will develop an Equal Employment Opportunity (EEO) and Affirmative Action program to
ensure that applicants employed are treated during employment without regard to their race, color, religion,
creed, gender, national origin, age, disability, sexual orientation, genetic status, gender identity veteran
status or other legally protected characteristic. Such action shall include, but not be limited to the following:
recruitment or recruitment advertising, hiring, promotion, discipline, demotion, or transfer; layoff,
termination, or recall; rates of pay or other forms of compensation; and selection for training, including
apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants
for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the
Contractor, state that all qualified applicants will receive consideration for employment without regard to
race, color, religion, creed, gender, national origin, age, disability, sexual orientation, genetic status, gender
identity, veteran status, or other legally protected characteristic.

The Contractor will send to each labor union or representative of workers with which he has a collective
bargaining Agreement or other Contract or understanding, a notice to be provided advising the said labor
union or workers' representatives of the Contractor's commitments under this section, and shall post copies
of the notice in conspicuous places available to employees and applicants for employment.

The Contractor will supply the MBTA annually with copies of its EEO and Affirmative Action Plan.
The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of
rules, regulations, and relevant orders of the United States Secretary of Labor, including, quarterly
submission to the MBTA’s Office of Diversity and Civil Rights of a report demonstrating the status of its
EEO and Affirmative Action program, including the demographics of its workforce, hiring, promotion and
termination rates by race and gender; and the Affirmative Programs it is undertaking to ensure that there
are no discriminatory practices or outcomes in employment matters.

The Contractor will permit access to his books, records, and accounts by the administering agency and the
Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and
orders pertaining to fair employment practices.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with
any of the said rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.

4.23 Confidentiality

All information provided with respect to the Contract shall be subject to the Massachusetts Public Records Laws (M.G.L. c. 66, §10).

The party receiving information marked as “Confidential Information” (“Receiving Party”) shall not use any Confidential Information of the party providing the Confidential Information (“Disclosing Party”) for any purpose not expressly permitted by the Contract, and will disclose the Confidential Information of the Disclosing Party only to those parties, including employees, contractors, subcontractors, suppliers and agents of the Receiving Party who have a need to know such Confidential Information for purposes of the Contract and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. Subject to applicable law, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

Each party’s obligation with respect to the Confidential Information of a disclosing party shall expire seven (7) years after the termination or expiration of this Agreement or as required by law in the case of Nonpublic Personal Information, as defined in Title V of the Gramm-Leach-Bliley Act of 1999, Pub. L. 106-102; provided, however, that each party’s obligations with respect to the trade secrets of a disclosing party shall remain in effect throughout the Term and at all times thereafter, but only for so long as such information remains a trade secret.

4.24 Suspension Of The Work

The MBTA may suspend the work, in whole or in part, for any reason. The Contractor shall comply with the MBTA’s instructions related to any suspended work and shall resume the work when directed by the MBTA. In no event shall the MBTA be liable to the Contractor arising out of or relating to a suspension of the work if such suspension was due to an Event of Default as defined herein.

4.25 Contract Termination For Convenience

The MBTA may, in its sole discretion, terminate the Contract at any time for any reason or for its convenience (“Termination for Convenience”) by giving written notice to the Contractor thirty (30) calendar days prior to the effective date of termination or such other period as is mutually agreed upon in advance by the Parties. If the Contractor is not in default or in breach of any material term or condition of the Contract at the time of the Termination of Convenience, the Contractor shall be paid its reasonable, proper and verifiable costs, including demobilization and closeout costs, and profit on work performed and accepted up to the date of termination to the extent previous payments made by the MBTA to the Contractor have not compensated the Contractor for such costs. Such payment shall be the Contractor’s sole and exclusive remedy for any Termination for Convenience and, upon such payment by the MBTA to the Contractor, the MBTA shall have no further obligation or liability to the Contractor. The MBTA shall not be responsible or liable for any work not performed by the Contractor and shall not be responsible or liable for the Contractor’s anticipatory profits or overhead costs attributable to such unperformed work.

4.26 Event Of Default

An “Event of Default” shall have occurred when any of the following events has occurred: (i) the Contractor has failed to perform the work in accordance with the terms and conditions of the Contract; or (ii) the Contractor is adjudged bankrupt; or (iii) the Contractor has a receiver appointed for its property; or (iv) the Contractor assigns the Contract or any claim thereunder in a manner other than that allowed for in this
Contract; or (v) the Contractor has failed or refused to supply enough properly skilled workers; or (vi) the Contractor has, without good cause, failed to make prompt payments to Subcontractors for labor, materials, or services rendered; or (vii) the Contractor disregards any laws, ordinances, rules or regulations or orders of any authority with jurisdiction over the work; or (viii) the Contractor has breached any term or condition of the Contact.

4.27 Default Termination

Upon the occurrence of an Event of Default and the Contractor’s failure to remedy the Event of Default within thirty (30) days after receiving written notice thereof, the MBTA may, without prejudice to or waiver of any other right or remedy available to it, terminate the Contract for default (“Termination for Default”) upon written notice to the Contractor with said termination taking effect on the date so specified in such notice. In no event shall the MBTA be liable to the Contractor arising out of or relating to a Termination for Default, and the MBTA shall be entitled to recover its costs and damages from the Contractor caused by the Termination for Default.

4.28 Warranty Of Intellectual Property, Technology; Indemnification

The Contractor hereby represents and warrants that: (a) the Contractor has all necessary right, title, and interest in and to all intellectual property rights embodied in the technology and other material provided hereunder, (b) all such technology and material is the original work of the Contractor or validly licensed from third parties and (c) neither the Contractor’s nor the MBTA’s use of such technology or materials infringes upon nor violates any trademark, intellectual property, patent, copyright, design, privacy or other legal rights of any person or entity.

In addition to and notwithstanding any other indemnification obligations under the Contract, the Contractor shall defend, indemnify, and hold harmless the MBTA, its successors, assigns, licensees, and the respective officers, directors, agents, and employees from and against any actions, suits, claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees arising out of or in any way connected with any claim that the Contractor's technology or materials infringes upon or violates any trademark, intellectual property, patent, copyright, design, privacy or other legal rights of any person or entity. The MBTA shall give Contractor prompt notice of any such claim or any threatened claim.

Further, any indemnification obligations under the Contract shall include a duty to defend the MBTA, its successors, assigns, licensees, and the respective officers, directors, agents, and employees.

4.29 Conflict Of Interest

Massachusetts Conflict of Interest Law, G.L. c. 268A, governs the conduct of all public officials and employees, including all dealings with potential contractors. Therefore, it is the responsibility of Contractor to ensure compliance with the Commonwealth’s Conflict of Interest Laws and avoid any conduct which might result in or give the appearance of creating for Board members, officers or employees of the Authority in their relationship with the Contractor any conflicts of interest or favoritism and/or the appearance thereof or any conduct which might result in a Board member, officer or employee failing to comply with G.L., c. 268A. Non-compliance with these Conflict of Interest terms shall constitute a material breach of this Contract.

If, during the performance of this Contract and any extension thereof, the Contractor becomes aware of any relationship, financial interest, or other activity in which it or an affiliated person or company is involved which is not in compliance with these provisions, the Contractor shall promptly notify the Authority’s Contracting Officer in writing and fully disclose all circumstances thereof. The Authority reserves the right to grant an exception to the requirements of this Section, if so allowed by law, and notify the Contractor
thereof. If the Authority does not grant an exception, the Contractor shall, within ten (10) days of written notice from the Authority, take all action necessary to comply with the terms stated herein.

4.30 Personal Liability Of Authority Official
In carrying out any of the provisions of the Contract, or in exercising any power or authority granted to them or within the scope of the Contract, there shall be no liability upon the Board of Directors, the Chief Procurement Officer, or authorized representatives thereof, either personally or as officials of the MBTA, it being understood that in all such matters they act solely as agents and representatives of the MBTA.

4.31 Rules of Contract Interpretation
In the event of a conflict among the requirements of the Contract and subject to the below provisions, the order of precedence shall be as set forth below:

A. Any change orders or amendments, the most recent having precedence
B. Memorandum of Contract
C. Contract Terms and Conditions
D. Scope of Work
E. RFP XX-XX, inclusive of all amendments
F. Compensation and Invoicing
G. Insurance Requirements
H. Contractor Proposal
I. Contractor Fee for Service; Pricing & Invoicing

If a portion of the Contract contains different provisions on the same subject matter than another portion of the Contract, the provisions that establish the higher quality, manner or method of performing the work or use more stringent standards as determined by the MBTA in its sole discretion will prevail.

If the Contractor becomes aware of any conflict or differences in the Contract, the Contractor shall promptly notify the MBTA of the conflict or differences. The MBTA shall issue a written determination regarding which provisions apply to the work promptly after the Contractor notifies the MBTA of any such conflict or differences.
5. TERMS & CONDITIONS SIGNATURE

IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it shall comply with these MBTA Terms and Conditions for any applicable Contract executed with the MBTA as certified by their authorized signatory below:

Contractor Authorized Signatory: ________________________________

Print Name: ____________________________

(BLOCK LETTERS)

Title: ____________________________

Date: ____________________________

(check one) Organization Individual

| Full legal Organization or Individual Name: | [ ] |
| Doing Business As Name (If Different): | [ ] |
| Tax Identification Number: | [ ] |
| Address: | [ ] |
| Phone: | [ ] | Fax: | [ ] |
INSTRUCTIONS:
Please use the following template to input all requested information.
For categories where Bidder is instructed to "Select One" or "Select All That Apply", put an "X" in the corresponding cell or input text explanation where indicated by "Other".
For all data points, use values reflective of the most recent year in operation, or otherwise the most recent available data.
For all other items, fill in cells with all requested information.

<table>
<thead>
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<th>Category</th>
<th>Information Field</th>
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<th>Contract 2</th>
<th>Contract 3</th>
<th>Contract 4</th>
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<td><strong>Payment Structure</strong>&lt;br&gt;(Select One)</td>
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<td>Per Hour (e.g., Revenue Hour or Service Hour)</td>
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<td><strong>Personnel</strong>&lt;br&gt;(FTEs)</td>
<td># Drivers</td>
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<td># Project Management / Other Personnel (e.g., Training Managers, Safety Managers)</td>
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<td># Total Personnel</td>
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<td><strong>Scheduling and Dispatch</strong>&lt;br&gt;Software</td>
<td>Name of Software</td>
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<td>Software supplied by Bidder or Agency?</td>
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<td><strong>Performance Standards and Actuals</strong></td>
<td>Total number of trips completed (in 2019)</td>
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<td>On-time performance (e.g., &quot;90% of trips delivered within 20 minutes of promised time&quot;)</td>
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<td>Complaint ratio (e.g., &quot;Fewer than 5 complaints per 1,000 trips&quot;)</td>
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<td>Average number of at-fault accidents per 100,000 miles</td>
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<td><strong>Utilization</strong></td>
<td>% of total available time utilized</td>
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<td></td>
<td>% of total available time utilized (month)</td>
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</table>
Instructions for ALL BIDDERS
This Cost Form C1 should only be filled in by Bidders proposing Opt-In Service. Bidders proposing Standard Service should use Cost Form C2. All cells colored green must be filled in. All cells colored light blue may be filled in. All other cells are locked.

Instructions for Table 1
All Bidders proposing Opt-In Service must complete Table 1.
Table Instructions: The MBTA expects that winning Bidders will incur one-time set-up costs during an initial mobilization period following execution of the contract. While there may be many sources of such mobilization costs, presumably such costs will include those of hiring and paying staff during the mobilization period, acquiring any necessary software, hardware, or other equipment, setting up any necessary office space, and hiring and training drivers. Bidders may also use Table 1 to include any costs that will extend beyond the Mobilization Period but are not included in the cost of providing service.

The MBTA will calculate the sum of all mobilization costs Bidder lists in Table 1. Contractors shall earn a one-time fixed amount in compensation for mobilization costs actually incurred, no greater than the total amount quoted in Table 1.

Instructions for Table 2
All Bidders must complete Table 2.
Table Instructions: Table 2 provides a set of 100 hypothetical trips RIDE customer trips. All Bidders must fill in Table 2, Column M, which is Bidder’s estimate of the total trip cost given the trip information provided in Columns B – L. Bidders must estimate the cost of each trip based on actual cost data for recent trips of similar types (i.e., recent trips with similar pick-up and drop-off locations, at similar times, on similar days of the week, and not including any coupon or discount that would not be available to MBTA). If Bidder employs Dynamic or Surge Pricing, Bidder’s estimates must rely on a truly representative sample of data that includes periods where surge or dynamic pricing was in effect.

The Table 2 Field Dictionary is provided to the right of Table 2 to explain the information provided in each field. All trips should be assumed to take place on a weekday.

For clarity, the cost estimates provided in Table 2 are to be used for Price Proposal scoring purposes only, and Bidders will not be bound to charge MBTA according to any rates, algorithms, or actual total cost estimates provided in this Table. As detailed further in the Bid Form (Section 4.3), however, MBTA will test Bidder’s total trip cost estimates during the price evaluation phase, and may substitute its own findings as to Bidder’s expected costs.

Instructions for Table 3
All Bidders must complete Table 3.
Table Instructions: In order to supplement the cost estimates provided in Table 2, Bidders may use Table 3 to provide the prices or rates for various elements of a trip's total cost. For each Trip Cost Variable listed in Table 3, Bidder should provide the current price or rate. For example, for “price per mile,” Bidder would provide the per mile rate, which may vary for different mileage intervals (e.g., "$3.00 for the first mile; $2.00 per mile for every mile thereafter"). Bidders may attach separate documents or explanations that further clarify the information proved in Table 3.

For clarity, the Trip Cost Variable estimates provided in Table 3 are to be used for Price Proposal scoring purposes only, and Bidders will not be bound to charge MBTA according to any rates, algorithms, or actual total cost estimates provided in this Table. As detailed further in the Bid Form (Section 4.3), however, MBTA will test Bidder’s Trip Cost Variable estimates during the price evaluation phase, and may substitute its own findings as to Bidder’s Trip Cost Variables.

Instructions for Table 4
All Bidders proposing On-Demand service must complete Table 4 if offering a call-in booking option and/or call-in and mail-in signups.
Table Instructions: Bidders offering a call-in booking option may charge the MBTA a per-trip service fee associated with the operation of its call center. Bidders doing so must provide the cost per trip for all trips that are booked through Bidder’s On-Demand call center. Bidders accepting customer sign-ups via phone call or mail may charge the MBTA a one-time fee associated with the administration of this function. Bidders doing so must provide the administration cost of sign-ups as a cost per trip. Table 4 sets for each year of the contract the exact On-Demand Call Center Fee that will apply to each trip.
### Table 1: Mobilization Costs

<table>
<thead>
<tr>
<th>Activity/Expense</th>
<th>Cost</th>
<th>Included Items</th>
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<tbody>
<tr>
<td>Computer Hardware</td>
<td>$10,000</td>
<td>Computers, Driver phones</td>
</tr>
<tr>
<td>Computer Software</td>
<td>$15,000</td>
<td>New desktop applications</td>
</tr>
<tr>
<td>Vehicle Hardware / Equipment</td>
<td>$25,000</td>
<td>Tablets, Tablet mounts</td>
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<tr>
<td>System Integration/API</td>
<td>$65,000</td>
<td>Integration development labor</td>
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<td>Other</td>
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<td>Other</td>
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<tr>
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<td></td>
<td></td>
</tr>
<tr>
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<td></td>
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</tr>
</tbody>
</table>

### Table 1 Definitions

**Included Items** table 1 Definitions includes the purchase of computers, printers, copiers, telephones, etc. associated with providing service outlined in the Standard Scope of Work.

Includes the purchase of office software required to provide service outlined in the Standard Scope of Work.

Includes costs for in-vehicle technology, such as tablets, or costs associated with retrofitting vehicles for the purpose of improving accessibility, such as wheelchair ramps or lifts.

Includes any costs associated with development work required for the integration of Bidder Software with Routematch.
<table>
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<th>Time</th>
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<th>Pick-up Street</th>
<th>Pick-up City</th>
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<th>Trip does not require service by a wheelchair-accessible vehicle (WAV)</th>
<th>Trip does not require service by a wheelchair-accessible vehicle (WAV)</th>
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<td></td>
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<td>Waltham</td>
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</tr>
<tr>
<td>8:34:00 AM</td>
<td></td>
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<td>Cambridge</td>
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<td></td>
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<td></td>
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<tr>
<td>2:33:00 PM</td>
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<td>5:55:00 PM</td>
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<td>2:25:00 PM</td>
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<td>5:51:00 PM</td>
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<td>1208B VFW Pkwy</td>
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<td>4:29:00 PM</td>
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</tr>
<tr>
<td>4:29:00 PM</td>
<td></td>
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<td>Boston</td>
<td>02120</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trip Cost Variable</td>
<td>Price / rate ($) or explanation</td>
<td>MBTA Definition</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-----------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum trip cost</td>
<td>The base charge applied to all trips.</td>
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<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Price per minute</td>
<td>The amount due per minute of driving, as measured between the time of pick-up and time of drop-off (e.g., &quot;$3.00 per minute&quot;)</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Price per mile</td>
<td>The amount due per mile of driving, as measured between the time of pick-up and time of drop-off (e.g., &quot;$3.00 per mile&quot;)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Use of dynamic pricing</td>
<td>&quot;Y&quot; if Bidder’s pricing algorithm fluctuates throughout day depending on supply of vehicles and customer demand; &quot;N&quot; if not.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service fee (per trip)</td>
<td>Added flat charge per trip (e.g., &quot;$3.00 per trip&quot;)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wait Fee (per minute)</td>
<td>The amount due per minute of waiting, defined as any time the driver spends at the pick-up location, after the scheduled pick-up time, spent waiting for the customer’s arrival (e.g., &quot;$0.50 per minute&quot;)</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>No-show fee</td>
<td>The amount due if the customer does not arrive at the vehicle within five minutes of the scheduled pick-up time (e.g., &quot;$5.00 per no-show&quot;)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Late Cancellation fee</td>
<td>The amount due if the customer or MBTA cancels a trip within 30 minutes of scheduled pick-up (for Integrated trips), or after the trip has been requested (for On-Demand trips) (e.g., &quot;$5.00 per late cancellation&quot;)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deadhead fee</td>
<td>An additional charge that depends on the location of the pick-up. For example, Bidder could attach here a schedule outlining the deadhead fee for pick-ups in certain cities or zip codes.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WAV fee</td>
<td>A proposed additional amount charged, per trip or per hour, for the provision of Wheelchair-Accessible Vehicles (WAVs) in The RIDE Service Area.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shared Trip discount</td>
<td>Approximation of the percentage discount MBTA or the RIDE customer would receive if the trip was booked as a shared trip</td>
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<td></td>
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</tr>
<tr>
<td>Contract discount</td>
<td>A proposed discount to standard Bidder rates as part of providing service under the Opt-In Scope of Work</td>
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### EXAMPLE TABLE 3

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<thead>
<tr>
<th>Trip Cost Variable</th>
<th>Price / rate ($) or explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum trip cost</td>
<td>$1.00</td>
</tr>
<tr>
<td>Price per minute</td>
<td>$2.00 per minute</td>
</tr>
<tr>
<td>Price per mile</td>
<td>$1.00 per mile</td>
</tr>
<tr>
<td>Use of dynamic pricing</td>
<td>[Y/N]</td>
</tr>
<tr>
<td>Service fee (per trip)</td>
<td>$3.00 per trip</td>
</tr>
<tr>
<td>Wait Fee (per minute)</td>
<td>$1.00 per minute after two minutes at pick-up address</td>
</tr>
<tr>
<td>No-show fee</td>
<td>$5.00 per no-show</td>
</tr>
<tr>
<td>Late Cancellation fee</td>
<td>$5.00 per late cancellation</td>
</tr>
<tr>
<td>Deadhead fee</td>
<td>See attached schedule</td>
</tr>
<tr>
<td>WAV fee</td>
<td></td>
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<tr>
<td>Shared Trip discount</td>
<td></td>
</tr>
<tr>
<td>Contract discount</td>
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<tr>
<td>Other Fee</td>
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<td>Other Fee</td>
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<td>Other Fee</td>
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<td>Other Fee</td>
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<td>Other Fee</td>
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<td>Other Fee</td>
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<td>Other Fee</td>
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<td></td>
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<tr>
<td>Other Fee</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Base Year 1</td>
</tr>
<tr>
<td>------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Fee Amount ($)</td>
<td>$3.00 per trip</td>
</tr>
<tr>
<td>Phone Sign-Ups</td>
<td>$0.10 per trip</td>
</tr>
<tr>
<td>Mail Sign-Ups</td>
<td>$0.05 per trip</td>
</tr>
<tr>
<td>(Other Fee)</td>
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</tr>
</tbody>
</table>
Instructions for ALL BIDDERS

This Cost Form C2 should only be filled in by Bidders proposing Standard Service. Bidders proposing Opt-In Service should use Cost Form C1.

All cells colored green must be filled in. All cells colored light blue may be filled in. All other cells are locked.

<table>
<thead>
<tr>
<th>Required Field</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Optional Field</td>
<td></td>
</tr>
<tr>
<td>Locked Cell</td>
<td></td>
</tr>
</tbody>
</table>

Instructions for Table 1 - Mobilization Costs

All Bidders must complete Table 1.

Evaluation Approach:
The MBTA expects that winning Bidders will incur one-time set-up costs during the initial Mobilization Period following execution of the contract. While there may be many sources of such mobilization costs, presumably such costs will include those of hiring and paying staff during the mobilization period, acquiring any necessary software, hardware, or other equipment, setting up any necessary office space, and hiring and training drivers. Bidders may also use Table 1 to provide any costs that may extend beyond the Mobilization Period but are not included in the cost of providing service.

The MBTA will calculate the sum of all mobilization costs Bidder lists in Table 1. Contractors shall earn a one-time fixed amount in compensation for mobilization costs actually incurred, no greater than the total amount quoted in Table 1.

Please consult Example Table 1 as a reference.

Instructions for Reference Table A, Table 2A, and Table 2B

Table 2A Instructions: Reference Table A provides all trips scheduled by RIDE customers during the week 1/12/2020 to 1/18/2020. A data field dictionary is provided to the right of the table.

Using Table 2A, Bidders should provide estimated trip distance and pricing for 100 of the trips listed in Reference Table A, and should attach to this submission any pertinent evidence demonstrating that this estimated pricing reflects Bidder's current actual pricing in their chosen service area. For example, if Bidder operates a taxi company that serves Dedham, Westwood, Norwood, and Canton, Bidder could quote total trip costs for 100 trips with origins and destinations in these towns in the spaces provided in Table 2A, and could attach, as evidence for these price estimates, the rate schedule that applies to taxis operating in these cities. Bidder must ensure that pricing reflects all applicable fixed costs identified in Table 2B. Bidder must also ensure that its selected sample of trips includes the entirety of Bidder's proposed service area.
Table 2B Instructions: For each Trip Cost Variable listed in Table 2B, Bidders should fill in the cells highlighted in green with the maximum price or rate that Bidder would charge during each year of the Contract period. For example, for "price per mile," Bidder would provide the per mile rate, which may vary for different mileage intervals (e.g., "$3.00 for the first mile; $2.00 per mile for every mile thereafter"). Bidders may attach separate documents or explanations that further clarify the information proved in Table 2B. For clarity, Contractors will be incented during the Contract period to offer lower prices or rates than those quoted in Table 2B, but Table 2B will set the maximum prices or rates that Contractors may charge.

Please consult Example Table 2B as a reference.
### Table 1: Mobilization Costs

<table>
<thead>
<tr>
<th>Activity/Expense</th>
<th>Cost</th>
<th>Included Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computer Hardware</td>
<td>$10,000</td>
<td>Computers, Driver phones</td>
</tr>
<tr>
<td>Computer Software</td>
<td>$15,000</td>
<td>New desktop applications</td>
</tr>
<tr>
<td>Vehicle Hardware / Equipment</td>
<td>$25,000</td>
<td>Tablets, Tablet mounts</td>
</tr>
<tr>
<td>System Integration/API</td>
<td>$65,000</td>
<td>Integration development labor</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
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<tr>
<td>Other</td>
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### Example Table 2

<table>
<thead>
<tr>
<th>Activity/Expense</th>
<th>Cost</th>
<th>Included Items</th>
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</thead>
<tbody>
<tr>
<td>Computer Hardware</td>
<td>$10,000</td>
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<tr>
<td>Computer Software</td>
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<tr>
<td>Other</td>
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<tr>
<td>Other</td>
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<td></td>
</tr>
</tbody>
</table>

### Table 1 Definitions

- **Cost Included Items**:
  - Includes the purchase of computers, printers, copiers, telephones, etc. associated with providing service outlined in the Standard Scope of Work.
  - Includes the purchase of office software required to provide service outlined in the Standard Scope of Work.
  - Includes costs for in-vehicle technology, such as tablets, or costs associated with retrofitting vehicles for the purpose of improving accessibility, such as wheelchair ramps or lifts.
  - Includes any costs associated with development work required for the integration of Bidder Software with Routematch.

- **Other**: Any other costs not listed in the table.
<table>
<thead>
<tr>
<th>Trip ID</th>
<th>Estimated Trip Distance (mi)</th>
<th>Estimated Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Fill in based on Column B]</td>
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<td></td>
</tr>
</tbody>
</table>
### TABLE 2: Trip Pricing Schedule / Algorithm

<table>
<thead>
<tr>
<th>Trip Cost Variable</th>
<th>Minimum trip cost (Year 1)</th>
<th>Price per minute (Year 1)</th>
<th>Price per mile (Year 1)</th>
<th>Added flat charge per trip (Year 1)</th>
<th>Maximum price / rate (Year 1) or explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum trip cost</td>
<td>$1.00</td>
<td>$0.50</td>
<td>$1.00</td>
<td>$3.00 per trip</td>
<td>$15.00 per trip</td>
</tr>
<tr>
<td>Price per minute</td>
<td>$1.00 per minute</td>
<td>$0.50 per minute</td>
<td>$1.00 per minute</td>
<td>$3.00 per minute</td>
<td>$15.00 per minute</td>
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<tr>
<td>Price per mile</td>
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<td>$1.00 per minute</td>
<td>$3.00 per minute</td>
<td>$15.00 per minute</td>
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<td>Service Fee (per trip)</td>
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<td>$2.00 per trip</td>
<td>$0.50 per trip</td>
<td>$5.00 per no-show</td>
</tr>
<tr>
<td>Wait Fee (per minute)</td>
<td>$1.00 per minute after two minutes at pick-up address</td>
<td>$0.50 per minute after two minutes at pick-up address</td>
<td>$1.00 per minute after two minutes at pick-up address</td>
<td>$0.50 per minute after two minutes at pick-up address</td>
<td>$1.00 per minute after two minutes at pick-up address</td>
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<tr>
<td>Wheel Fee</td>
<td>$1.00 per trip</td>
<td>$0.50 per trip</td>
<td>$2.00 per trip</td>
<td>$0.50 per trip</td>
<td>$5.00 per no-show</td>
</tr>
<tr>
<td>On-Demand Call-in Fee</td>
<td>$1.00 per trip</td>
<td>$0.50 per trip</td>
<td>$2.00 per trip</td>
<td>$0.50 per trip</td>
<td>$5.00 per no-show</td>
</tr>
<tr>
<td>No-show Fee</td>
<td>$1.00 per no-show</td>
<td>$0.50 per no-show</td>
<td>$2.00 per no-show</td>
<td>$0.50 per no-show</td>
<td>$5.00 per no-show</td>
</tr>
<tr>
<td>Late Cancellation Fee</td>
<td>$1.00 per late cancellation</td>
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<td>$5.00 per late cancellation</td>
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<tr>
<td>Deadhead Fee</td>
<td>See attached schedule*</td>
<td>See attached schedule*</td>
<td>See attached schedule*</td>
<td>See attached schedule*</td>
<td>See attached schedule*</td>
</tr>
</tbody>
</table>

### MBTA Definitions

- **Minimum trip cost**: The base charge applied to all trips.
- **Price per minute**: The amount due per minute of driving, as measured between the time of pick-up and time of drop-off (e.g., "$3.00 per minute").
- **Price per mile**: The amount due per mile of driving, as measured between the time of pick-up and time of drop-off (e.g., "$3.00 per mile").
- **Added flat charge per trip**: The amount due per trip (e.g., "$3.00 per trip").
- **Maximum price / rate**: The maximum price / rate ($), or explanation.

*Schedule not included with Example
Rider Opt-In Agreement for The RIDE Flex

Terms of Service

In consideration for receiving approval to participate in the Non-Dedicated Provider Program (“Program”) with a Transportation Network Company (“VENDOR”), you have read and understood the information provided at https://www.mbta.com/theRIDEflex and you hereby release, waive, discharge and covenant not to sue the Massachusetts Bay Transportation Authority (“MBTA”) or its consultants or subcontractors and/or any of their or the MBTA’s directors, officers, servants, agents and employees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by you, or to any property belonging to you, while participating in the Program, or while in, on, or upon the premises where the Program is being conducted, or in any vehicle, place or places connected where the ride is taken pursuant to the Program. Additionally, you understand that the MBTA has the right to, in its sole discretion, assign any trips reserved for a traditional paratransit trip through The RIDE Access Center (“TRAC Trip”) to VENDOR, and will communicate this assignment to you in advance of your trip’s pickup time. You also understand that, by participating in the Program, you agree and consent that in the MBTA’s discretion and at the MBTA’s request, VENDOR may share with the MBTA any and all data pertaining to you and the trips taken by you as part of the Program including but not limited to your name, time of ride and ride cost.

You further consent and agree that:

By accepting VENDOR services under the Program, you consent to any VENDOR terms of service that may apply. For Lyft Concierge Ride services, you consent to Lyft’s rider Terms of Service available at https://www.lyft.com/terms.

You grant all rights and permissions necessary under the Telephone Consumer Protection Act and other applicable laws, rules or regulations for MBTA and/or VENDOR to use an automatic telephone dialing system to call, text or otherwise contact you or the person associated with the phone number that you provide in connection with a ride under the Program, including via SMS message or voice call.

If you provide an email address to the MBTA and/or VENDOR in connection with a ride under the Program, you grant all rights and permissions necessary under the Controlling the Assault of Non-Solicited Pornography And Marketing Act and any other applicable laws, rules or regulations for the MBTA and/or VENDOR to send an email to you or the person associated with the email address.

VENDOR may use information that you provide to the MBTA to (i) transmit a request via VENDOR’s platform to available drivers; (ii) send automated communications, including but not limited to SMS texts or phone calls, to you relating to the ride; (iii) share your information with the driver who accepted the request (first name and pick up and drop off location only); and (iv) use and store your information for the internal purposes of VENDOR, subject to VENDOR’s Privacy Policy (for example https://www.lyft.com/privacy or https://www.uber.com/legal/en/document/?name=privacy- notice&country=united-states&lang=en).

VENDOR may share your information with its authorized vendors, service providers, and subcontractors solely for purposes of performing its obligations under the Program.

Your personal information may be subject to the MBTA’s compliance with applicable public disclosure laws and subsequently be made public following requests for such information, as provided for by law.
Materials from Broward County’s BCT
AGREEMENT BETWEEN BROWARD COUNTY AND CABCONNECT, INC.
FOR PAYMENT CARD SERVICES FOR THE PARATRANSIT RIDER’S CHOICE PROGRAM

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and CabConnect, Inc., an Illinois corporation ("Contractor") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Paratransit Rider’s Choice Program provides payment cards to participating customers to subsidize the cost of on-demand transportation services from local taxis and transportation network companies selected by the customer.

B. Since 2018, Contractor has provided the technical infrastructure and resources to accommodate the programmable payment card system, data integration and cashiering functionality for the Paratransit Rider’s Choice Program.

C. County has determined that Contractor is the only reasonable source for the required services and desires to engage Contractor to continue providing services under a new contract.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. Account Manager means Contractor’s employee responsible for receiving all orders from County, serves as the primary contact for all issues arising under this Agreement, and communicates and coordinates with the Contract Administrator.

1.2. Americans With Disabilities Act of 1990 or ADA means the civil rights act signed into law on January 26, 1990 as public law 101-336, 42 U.S.C. 12101, et seq., as it is currently enacted and as may be amended from time to time.

1.3. Audited Fare means the price estimate of each trip calculated by Contractor’s metrics for comparison to the Metered Fare charged.

1.4. Authorization means a hold placed on the Payment Card for the maximum dollar amount of the metered fare of each trip.

1.5. Board means the Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.

1.6. Contract Administrator means the Director of the Transportation Department, the Deputy Director of the Transportation Department, or such other person designated by the Director of the Transportation Department in writing.
1.7. **County Payment Card Administrator** means the person or persons designated by County to perform tasks under this Agreement, including, but not limited to, Payment Card termination, cancellation, or suspension, modification of spending limits, and new card creation.

1.8. **Management Portal** means the online website provided by Contractor to County for viewing transaction history, managing participant information, controlling the usage and limitations on payment cards, and managing other payment card data.

1.9. **Maximum Allowance** means the maximum dollar amount County subsidizes per trip.

1.10. **Metered Fare** means the price of each trip calculated by the taxi meter or transportation network company application as applicable.

1.11. **Notice to Proceed** means a written authorization to proceed with the project, services, or tasks, issued by the Contract Administrator.

1.12. **Participant** means a Paratransit eligible customer who voluntarily participates in the Paratransit Rider’s Choice Program.

1.13. **Payment Card** or **CardONE™** means the programmable card provided by County to Participants in their name for the purchase of trips.

1.14. **Purchasing Director** means County’s Director of Purchasing as appointed by the Broward County Administrator.

1.15. **Services** means all work required by Contractor under this Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in Exhibit A ("Scope of Services").

1.16. **Service Area** means the geographical area where the Paratransit Rider’s Choice Program will occur, to which area including the functionality of Payment Cards are limited, which shall be limited to the jurisdictional boundaries of Broward County.

1.17. **Transaction Fee** means the fee charged by Contractor to County for processing the payments to transportation providers for trips.

1.18. **Transportation Provider** means an entity or individual that provides trips, including taxis, independent drivers, and transportation network companies.

1.19. **Trip** or **One-Way Trip** means a unit of on demand transportation service within the Service Area, provided by taxis or transportation network companies to Participants upon real-time requests by Participants, that is measured from the time the Transportation Provider picks up a Participant to the time when the Participant is delivered to his/her destination. Travel to each destination constitutes a Trip.

1.20. **Unauthorized Location** means a location outside the Service Area.
1.21. **Unauthorized User** means any person who has not been approved by County to utilize paratransit services, is not a Participant, and/or any non-Participant who makes personal use of a Payment Card belonging to a Participant.

1.22. **Unauthorized Trip** means any Trip performed to an Unauthorized Location or on behalf of an Unauthorized User.

**ARTICLE 2. EXHIBITS**

<table>
<thead>
<tr>
<th>Exhibit A</th>
<th>Scope of Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit B</td>
<td>Payment Schedule</td>
</tr>
<tr>
<td>Exhibit C</td>
<td>Minimum Insurance Coverages</td>
</tr>
</tbody>
</table>

**ARTICLE 3. SCOPE OF SERVICES**

Contractor shall perform all Services required under this Agreement including, without limitation, the work specified in Exhibit A (the “Scope of Services”). The Scope of Services is a description of Contractor’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

**ARTICLE 4. TERM AND TIME OF PERFORMANCE**

4.1. **Term.** The term of this Agreement shall begin on February 1, 2021 ("Effective Date") and shall end on January 31, 2024 ("Initial Term").

4.2. **Extensions.** County may renew this Agreement for two (2) additional one (1) year terms (each an "Extension Term") by sending notice of renewal to Contractor at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise this renewal option.

4.3. **Additional Extension.** If unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an Extension Term not practicable, or if no extension is available and expiration of this Agreement would, as determined by the Purchasing Director, result in a gap in the provision of Services necessary for the ongoing operations of County, then the Purchasing Director may extend this Agreement on the same terms and conditions for period(s) not to exceed three (3) months in the aggregate. The Purchasing Director may exercise this option by written notice to Contractor stating the duration of the extended period, at least thirty (30) days prior to the end of the then-current term.

Any such extension must be within the authority of the Purchasing Director or otherwise authorized by the Board.
4.4. **Extension Rates and Terms.** For any extension beyond the Initial Term, Contractor shall be compensated at the rates in effect when the extension was invoked by County, unless otherwise expressly stated in Exhibit B. Except as to any different rate stated in Exhibit B, Contractor shall continue to provide the Services upon the same terms and conditions as set forth in this Agreement for such extended period.

4.5. **Fiscal Year.** The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

4.6. Any portion of the Services budgeted by County to be funded by proceeds from the transportation surtax levied pursuant to Section 212.055(1), Florida Statutes (Surtax Funded Services), shall be paid exclusively from and is subject to the availability of proceeds from the transportation surtax, and County shall not have any obligation to provide any funding from County’s general revenue or any other County source for Surtax Funded Services. Funding for Surtax Funded Services shall be utilized only for the purposes permitted under Section 212.055(1), Florida Statutes.

4.7. **Time of the Essence.** Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

**ARTICLE 5. COMPENSATION**

5.1. **Maximum Amounts.** For all Services provided under this Agreement, County will pay Contractor up to a maximum amount of Three Million One Hundred Eighty Thousand Dollars ($3,180,000). Payment shall be made only for Services actually performed and completed pursuant to this Agreement, as set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Contractor as full compensation for all such Services. Contractor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County’s obligation to compensate Contractor for work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor’s obligation to perform all Services. Unless and except to the extent expressly required in this Agreement, Contractor shall not be reimbursed for any expenses it incurs.

5.2. **Method of Billing and Payment.**

5.2.1. Contractor shall submit an invoice for compensation on a weekly basis, but only after the Services for which the invoices are submitted have been completed. Invoices shall designate the Services performed, applicable Transaction Fees, and, as applicable, the personnel, hours, tasks, or other details as requested by the Contract Administrator.

5.2.2. Any invoice submitted by Contractor shall be in the amount set forth in Exhibit B for the applicable Services, minus any agreed upon retainage as stated in Exhibit B. Retainage amounts shall only be invoiced to County upon completion of all Services, unless otherwise stated in Exhibit B.
5.2.3. County shall pay Contractor within thirty (30) days of receipt of Contractor’s proper invoice, as required under the “Broward County Prompt Payment Ordinance,” Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement. Payment shall be made to Contractor at the address designated in the Notices section.

5.3. Reimbursable Expenses. For reimbursement of any travel costs or travel-related expenses permitted under this Agreement, Contractor agrees to comply with Section 112.061, Florida Statutes, except to the extent that Exhibit B expressly provides to the contrary. County shall not be liable for any such expenses that exceed those allowed by Section 112.061, Florida Statutes, or that have not been approved in writing in advance by the Contract Administrator.

5.4. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Representation of Authority. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Contractor. Contractor further represents and warrants that execution of this Agreement is within Contractor’s legal powers, and each individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

6.2. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor’s proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Agreement, unless otherwise expressly disclosed in writing by Contractor.

6.3. Contingency Fee. Contractor represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
6.4. **Truth-In-Negotiation Representation.** Contractor's compensation under this Agreement is based upon its representations to County, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation those made by Contractor during the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

6.5. **Public Entity Crime Act.** Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

6.6. **Discriminatory Vendor and Scrutinized Companies Lists.** Contractor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Section 215.473, Florida Statutes. Contractor represents and certifies that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

6.7. **Claims Against Contractor.** Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.8. **Verification of Employment Eligibility.** Contractor represents that Contractor and each Subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

6.9. **Warranty of Performance.** Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. Contractor represents and warrants that the Services shall be performed in a skillful and
respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

6.10. **Domestic Partnership Requirement.** Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, Contractor certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this Agreement. The contract language referenced in Section 16½-157 is deemed incorporated in this Agreement as though fully set forth in this section.

6.11. **Breach of Representations.** In entering into this Agreement, Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation, warranty, or certification is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to Contractor, to deduct from any amounts due Contractor under this Agreement the full amount of any value paid in violation of a representation or warranty, and to recover all sums paid to Contractor under this Agreement. Furthermore, a false representation may result in debarment from County’s procurement activities.

ARTICLE 7. INDEMNIFICATION

Contractor shall indemnify, hold harmless, and defend County and all of County’s current, past, and future officers, agents, servants, and employees (collectively, “Indemnified Party”) from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a “Claim”). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County’s option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. INSURANCE

8.1. For the duration of the Agreement, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection
with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.2. Contractor shall ensure that “Broward County” is listed and endorsed as an additional insured as stated in Exhibit C on all policies required under this article.

8.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Contractor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County’s request.

8.4. Contractor shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Contractor shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

8.5. Contractor shall ensure that all required insurance policies are issued by insurers: (1) assigned an A.M. Best rating of at least “A-” with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County’s Risk Management Division.

8.6. If Contractor maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit C, County shall be entitled to any such broader coverage and higher limits maintained by Contractor. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Contractor.

8.7. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor agrees to obtain same in endorsements to the required policies.
8.8. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor’s insurers may acquire against County, and agrees to obtain same in an endorsement of Contractor’s insurance policies.

8.9. Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that “Broward County” is named as an additional insured under the Subcontractors’ applicable insurance policies.

8.10. If Contractor or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. Contractor shall not permit any Subcontractor to provide Services unless and until the requirements of this article are satisfied. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor’s compliance with this section.

8.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Contractor must obtain and maintain “extended reporting” coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

ARTICLE 9. TERMINATION

9.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in all other instances termination for cause may be effected by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause was provided and Contractor shall be eligible for the compensation provided in Section 9.4 as its sole remedy.
9.2. This Agreement may be terminated for cause by County for reasons including, but not limited to, Contractor's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4. If this Agreement is terminated for convenience by County, Contractor shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. Contractor acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience in the form of County's obligation to provide advance notice to Contractor of such termination in accordance with Section 9.1.

9.5. In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY

No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may approve in writing minor modifications to the Scope of Services provided that such modifications do not increase the total cost to County or waive any rights of County.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by Contractor in connection with performing Services shall be owned by County, and Contractor hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the work. Upon termination
of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of County and shall be delivered by Contractor to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to Contractor may be withheld until all documents are received as provided in this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

11.3. **Public Records.** To the extent Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

11.3.1. Keep and maintain public records required by County to perform the Services;

11.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

11.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

11.3.4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Contractor will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Contractor as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor
shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT TIM GARLING, THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8300, TGARLING@BROWARD.ORG, ONE NORTH UNIVERSITY DRIVE, SUITE 3100A, PLANTATION, FLORIDA 33324.

11.4. **Audit Rights and Retention of Records.** County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to this Agreement. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or its Subcontractor shall make same available in written form at no cost to County.

Contractor and its Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at Contractor’s place of business, if deemed appropriate by County, with seventy-two (72) hours’ advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County’s disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County’s audit shall be reimbursed to County by Contractor in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County’s findings to Contractor.

Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

11.5. **Independent Contractor.** Contractor is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Contractor nor its agents shall act as officers,
employees, or agents of County. Contractor shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County’s performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to County’s regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a party to this Agreement.

11.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

11.8. Third-Party Beneficiaries. Neither Contractor nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.9. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:
Broward County Transportation Department
Attn: Chris Walton, Director
One North University Drive, Suite 3100A
Plantation, Florida 33324
Email address: cwalton@broward.org

FOR CONTRACTOR:
Izzy Aala
714 East Monument Avenue, Suite 134
Dayton, Ohio 45402
Email address: Izzy@cabconnect.com
11.10. **Assignment.** All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County’s Contract Administrator. Except for subcontracting approved by County in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

11.11. **Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor’s loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Contractor’s officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of his or her expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

11.12. **Materiality and Waiver of Breach.** Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm’s-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County’s failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.13. **Compliance with Laws.** Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.14. **Severability.** If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
11.15. **Joint Preparation.** This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11.16. **Interpretation.** The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

11.17. **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

11.18. **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

11.19. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Contractor.

11.20. **Prior Agreements.** This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.
11.21. **Payable Interest**

11.21.1. **Payment of Interest.** County shall not be liable to pay any interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

11.21.2. **Rate of Interest.** If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.22. **Incorporation by Reference.** Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.23. **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.24. **Use of County Logo.** Contractor shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

11.25. **Drug-Free Workplace.** To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has a drug-free workplace program that it will maintain such drug-free workplace program for the duration of this Agreement.

(The remainder of this page is intentionally left blank.)
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator authorized to execute same by Board action on the 26th day of January 2021, (Item 20) and Contractor, signing by and through its Chief Executive Officer duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through its County Administrator

By:  

[Signature]

8th day of February, 2021

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By:  

[Signature]

2/4/2021

Angela J Wallace (Date)
Transportation Surtax General Counsel

AJW/hb
CabConnect2021.doc
01/28/2021

#_
AGREEMENT BETWEEN BROWARD COUNTY AND CABCONNECT, INC. FOR PAYMENT CARD SERVICES FOR THE PARATRANSIT RIDER'S CHOICE PROGRAM

CONTRACTOR

WITNESSES:

[Signature]

Print Name of Witness above

[Signature]

Print Name of Witness above

CABCONNECT, INC.

By: [Signature]

Authorized Signor

Izzy Aala, Chief Executive Officer

Print Name and Title

1 day of Feb, 2021

ATTEST:

[Signature]

Corporate Secretary or other person authorized to attest

(CORPORATE SEAL OR NOTARY)
EXHIBIT A
Scope of Services

Contractor and County agree that Contractor shall provide the following Services:

1. **Services Summary**
   Contractor will issue Payment Cards to County and provide the technical infrastructure and resources necessary to accommodate the Payment Card configuration, data integration, reporting, and cashing functionality for County's Rider's Choice Program.

   County will issue Payment Cards to Participants, in the Participant's name, for the Participant to purchase Trips from Transportation Service Providers. Contractor will debit up to the Maximum Allowance for the Transportation Providers' Metered Fare from the Payment Card for Trips and, no later than forty-eight (48) hours after the transaction occurs, furnish reports to County detailing each such transaction. Contractor will submit invoices to County weekly for cost of the Audited Fares for Trips and the applicable Transaction Fees.

2. **Services Description**
   Provide a Payment Card system with security and control features that:
   a. Limits the Payment Card to transactions for the merchant code 4121, specific to the taxi and transportation network company industry;
   b. Allows the County to set an individual Maximum Allowance of $18 (which County has done) and change the Maximum Allowance as needed;
   c. Allows County to set daily and monthly Trip limits (which County has done);
   d. Prevents cash withdrawals from the Payment Card; and
   e. To the extent possible, prevents Unauthorized Trips and use by Authorized Users.

3. **Card Distribution**
   All inactive Payment Cards provided by Contractor shall be sent to County at a designated location for distribution by County. Issued Payment Cards shall not be sent via first class mail but shall be sent via traceable/trackable shipping method (e.g. Fed Ex or UPS).

4. **Transportation Provider Cashiering and Payments**
   Contractor shall create a specific banking account that will be exclusively for funds to pay Transportation Providers for Trips performed. Contractor shall set up corporate accounts or some other payment system which ensures that Transportation Providers are paid within 48 hours after the Trip unless a Transportation Provider negotiates a different payment schedule with Contractor.

5. **System Reliability Guarantee**
   Contractor shall ensure that Payment Cards are functional and available for use by Participants twenty-four (24) hours a day, seven (7) days a week, unless County instructs otherwise, in writing. Contractor shall notify County, in writing, at least forty-eight (48) hours in advance of any down time for system maintenance that may affect Services.
6. **Technical Approach**
Contractor will deploy the technical infrastructure and resources necessary to accommodate the Payment Card configuration, data integration, reporting, and cashiering functionality for County’s Rider’s Choice Program.

Contractor shall record and retain all Payment Card transaction history and related data and provide County’s Payment Card Administrator access to such data no more than forty-eight (48) hours after each applicable transaction occurs.

- **Browser-Based Card and Report Management**
The system must allow:
  a. County to implement updates and business rule changes, as County deems necessary;
  b. Secure internet username and password access to the system by County’s authorized personnel;
  c. Allow authorized County personnel to view Payment Card transactions and all related data as soon as they are posted to Contractor’s system (not to exceed 48 hours after transactions occur);
  d. County to create an oversight hierarchy wherein authorized County personnel are assigned varying roles and responsibilities as established by the County’s needs and policies; and
  e. Authorized County personnel to access, download and/or print standardized reports as well as create customized reports to provide requisite County-specific data for auditing and monitoring purposes.

- **Online Functionality for County Payment Card Administrators**
Contractor shall provide a browser-based Management Portal which allows County Payment Card Administrator to perform administrative tasks including but not limited to:
  a. Instantaneously activate, terminate, cancel, or suspend Payment Cards;
  b. Instantaneously change the Maximum Allowance for Payment Cards;
  c. Instantaneously allows County to set daily and monthly Trip limits;
  d. Instantaneously create Payment Cards for new Participants; and
  e. Instantaneously change program the user hierarchy for authorized County personnel.

- **Controls/Restrictions**
County Payment Card Administrator will determine how Payment Cards will be used, consistent with the terms of this Agreement, and within County’s Maximum Allowance. County may specify:
  a. The single per-transaction dollar limits for each Participant up to the Maximum Allowance;
  b. The number of card Authorizations per day, per Participant; and
  c. The number of card transactions per billing cycle, per Participant.
7. Managerial Approach

Contractor will ensure that the Account Manager responsible for Contractor’s performance of the Services and, to the extent applicable, identified below (collectively “Key Personnel”) are appropriately trained and experienced and have adequate time and resources to perform in accordance with the terms of this Agreement. To the extent Contractor seeks or is required to make any change to the Account Manager or the composition of the Key Personnel, Contractor will provide County with thirty (30) days’ advance written notice (or as much advance notice as is possible if thirty (30) days’ notice is not possible) regarding such changes and the management plan associated with such changes. County shall not be responsible for any additional costs associated with a change in Key Personnel.

Contractor’s Key Personnel shall be as follows: Contractor’s Account Manager.

8. The following training will be provided as part of the Services

Contractor shall provide on-site, computer based and web-based training for County authorized personnel. Training curricula should be designed in “train the trainer” format and should be similar in content and format to web-based training, which is also required. An appropriate number of training classes should be conducted to ensure proficiency in the following:

   a. Payment Card administration (e.g. hierarchy development within the card-management system, etc.);
   b. Resolving Payment Card use issues (e.g. transaction dispute resolution, card misuse procedures, lost/stolen card issues, etc.); and
   c. Accessing, modifying, scheduling, and printing County reports.

9. Reports

Required Reporting – No later than five (5) business days after the close of each month, Contractor shall submit to County for County’s approval a Statement of Operations and Costs for the previous month, which details by cost category, the amounts billed, for the Services provided during the previous month.

10. Support Service Level

Help Desk

All support for the CardONE solution is handled by Contractor help desk. Contractor’s help desk is staffed from 8:00 AM through 5:00 PM CDT on weekdays. Outside these times support is handled by after-hours off-site support staff. The notification can be done by either phone or email. Should a live operator be unavailable, messages left in voicemail will be automatically converted into emails and sent to support.

Contact:
Cabconnect, Inc
Upon notification by County, the help desk will open a trouble ticket and determine the cause and action to resolve the issues.

Outside of the normal help desk hours all phone and email notifications are automatically forwarded to the engineer on call. All engineers are fully equipped with laptops, email enabled phones, and wireless high-speed network access cards (3G-enabled where available).

Any support issue involving third-party vendors will be handled by Contractor in similar fashion.

**Trouble Ticket and Resolution Process**

Contractor will compile all available data in order to determine possible cause of the event and to create a resolution plan. This information is obtained from a number of sources including network monitoring and diagnostic tools as well as information provided by County when applicable. Once compiled, Contractor support will either resolve the issue or refer the ticket to the appropriate development and engineering staff for further diagnostics and repair. In either case, whether the support team resolves the issue directly or refers the ticket to another team member, the support team maintains ownership of the ticket from opening until closure. This insures that:

- County is kept current on ticket status and resolution time frames;
- Resolutions occur in a timely manner and are reported to County; and
- Escalations both technical and administrative are performed according to established procedures.

**Trouble Ticket System**

Contractor utilizes an online system called ZenDesk as trouble ticket system.

Tickets are assigned a priority level upon creation. This priority level indicates the extent of the event and the effect it has on the service. The priority level is used to determine the resources allocated for resolving the ticket, time frames for resolution and escalation matrix. There are four priority levels for all service issues as follows:
<table>
<thead>
<tr>
<th>Ticket Type</th>
<th>Priority</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outage</td>
<td>1</td>
<td>Loss of service that cannot be circumvented.</td>
</tr>
<tr>
<td>Degraded</td>
<td>2</td>
<td>Service is partially interrupted or impaired and cannot be circumvented.</td>
</tr>
<tr>
<td>Degraded</td>
<td>3</td>
<td>A single isolated quality incident has been reported and service interruption can be circumvented.</td>
</tr>
<tr>
<td>Request</td>
<td>4</td>
<td>Technical assistance, testing, or request for assistance.</td>
</tr>
</tbody>
</table>

**Priority 1:** This is the highest priority level. A priority 1 incident means that County experiences a loss of service that cannot be circumvented. The County cannot perform business functions: any dedicated access location with a down hard outage - out of service.

All tickets that result in CardONE being unavailable for Paratransit Payment Card transaction processing are assigned a Priority 1 level.

**Priority 2:** A priority 2 is assigned when web services, data or CardONE service is partially interrupted or impaired and cannot be circumvented.

**Priority 3:** A priority 3 is assigned when a single isolated quality incident has been reported and service interruption can be circumvented. Contractor has been able to provide an alternative to County such that they may continue to conduct business normally.

**Priority 4:** A priority 4 incident has no direct impact on Service. Priority 4 incident records are normally used for information purposes, to track upgrades, to track requests, and planned or demand maintenance and included in the trouble ticket system for tracking purpose and as knowledgebase entry for support staff. The request itself is handled by change management.

**Corrective Action**
Contractor will respond to any issue as outlined in this document and take corrective action. The process ensures fast incident resolution to minimize unforeseen downtime. County gets an initial qualitative response within 1 hour for priority 1 issues and within 4 hours for priority 2 issues. For Priority 1 issues, Contractor will immediately begin a correction, a work-around, or action plan within a guaranteed timeframe of four hours. That action plan will include:

- Status of the resolution process;
• Contractor's plan for next steps to resolve the problem;
• Estimate of required cooperation from County and/or partners (i.e. hosting provider, IVR hosting provider);
• Date and time for the next status update; and,
• Due dates for actions taken by Contractor (to the extent it is possible to set dates). Contractor will also provide regular status updates on its success in processing Priority 1 messages. Such updates will include the results from actions already taken, the planned next steps, and the date and time for the next status update.

In addition, Contractor will ensure that Priority 2 issues are resolved under an accelerated timeframe.

All incidents of priority levels 1, 2, or 3 will result in a management review. Based upon its findings Contractor will subsequently develop a corrective action plan and present it to County through the normal change management process. Once approved, developed, tested, and implemented it will help avoid a repeat of the fault.

11. **Contract Succession Transition**

Upon expiration or termination of the Agreement, Contractor will furnish training with a successor vendor to effect a cooperative, orderly, and seamless transition to such successor. Upon County's written request, Contractor shall furnish a phase-in–phase-out plan up to 365 calendar days prior to the expiration of this contract. Contractor shall furnish a complete master file, in a format (electronic and/or hard copy) agreeable to the County, of all accounts, to any successor no less than 90 days prior to the end of the contract. Contractor shall also settle all account related transaction disputes. Contractor's responsibility for settling all transaction disputes survives the expiration of this Agreement.
EXHIBIT B
Payment Schedule

The rates specified below shall be in effect for the entire term of the Agreement, including any renewal or extension term(s), unless otherwise expressly stated below. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

Table A: Fees

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Deliverable Amount (including retainage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transaction Fee</td>
<td>$0.35 per Trip</td>
</tr>
<tr>
<td>Monthly Administrative Fee</td>
<td>$2,000</td>
</tr>
<tr>
<td>Payment Cards</td>
<td>$1.50/card (500 Minimum order)</td>
</tr>
</tbody>
</table>

Table B: Audited Fare for Trips up to the Maximum Allowance.

Table D: Reimbursable Expenses (subject to Florida Statutes Section 112.061)

<table>
<thead>
<tr>
<th>Reimbursable Expenses</th>
<th>Not-to-Exceed Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Per Diem (meals, lodging, etc.)</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Printing, reproduction, or photography</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Testing costs</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Fees paid to regulatory agencies</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Other miscellaneous expenses</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>
## INSURANCE REQUIREMENTS

Project: Payment Card Services for the Paratransit Rider’s Choice Program
Agency: Transportation Department

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>ADDL. INS.</th>
<th>SUBR WVD</th>
<th>MINIMUM LIABILITY LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL LIABILITY - Broad form</td>
<td>☒</td>
<td>☒</td>
<td>Bodily Injury</td>
</tr>
<tr>
<td>☒ Commercial General Liability</td>
<td></td>
<td></td>
<td>Property Damage</td>
</tr>
<tr>
<td>☒ Premises—Operations</td>
<td></td>
<td></td>
<td>Combined Bodily Injury and Property Damage</td>
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<tr>
<td>☐ XCU Explosion/Collapse/Underground</td>
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<td></td>
<td>$1,000,000</td>
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<tr>
<td>☐ Products/Completed Operations Hazard</td>
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<td>$2,000,000</td>
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<tr>
<td>☒ Contractual Insurance</td>
<td></td>
<td></td>
<td>Personal Injury</td>
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<tr>
<td>☒ Broad Form Property Damage</td>
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<td>Products &amp; Completed Operations</td>
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<tr>
<td>☒ Independent Contractors</td>
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<td>☒ Personal Injury</td>
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<td>Per Occurrence or Claims-Made:</td>
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<td>☐ Per Occurrence ☑ Claims-Made</td>
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<td>Gen’t Aggregate Limit Applies per:</td>
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<td>☐ Project ☐ Policy ☐ Loc. ☐ Other</td>
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<tr>
<td>AUTO LIABILITY</td>
<td>☑</td>
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<td>Bodily Injury (each person)</td>
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<tr>
<td>☒ Comprehensive Form</td>
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<td></td>
<td>Bodily Injury (each accident)</td>
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<tr>
<td>☐ Owned</td>
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<td></td>
<td>Property Damage</td>
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<tr>
<td>☐ Hired</td>
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<td></td>
<td>Combined Bodily Injury and Property Damage</td>
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<tr>
<td>☐ Non-owned</td>
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<td>$500,000</td>
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<tr>
<td>☐ Any Auto, If applicable</td>
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<td>Note: May be waived if no driving will be done in performance of services/project.</td>
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<tr>
<td>☐ EXCESS LIABILITY / UMBRELLA</td>
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<td>Per Occurrence or Claims-Made:</td>
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<tr>
<td>☐ Per Occurrence ☑ Claims-Made</td>
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<tr>
<td>Note: May be used to supplement minimum liability coverage requirements.</td>
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<tr>
<td>☒ WORKER’S COMPENSATION</td>
<td>N/A</td>
<td>☑</td>
<td>Each Accident</td>
</tr>
<tr>
<td>Required if the vendor comes on-site to provide services.</td>
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<tr>
<td>☐ EMPLOYER’S LIABILITY</td>
<td>N/A</td>
<td></td>
<td>Each Accident</td>
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<tr>
<td>$100,000</td>
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<tr>
<td>☐ CYBER LIABILITY</td>
<td>N/A</td>
<td></td>
<td>Each Claim:</td>
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<tr>
<td>*Maximum Deductible: $100,000</td>
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<tr>
<td>☐ PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</td>
<td>N/A</td>
<td></td>
<td>Each Claim:</td>
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<tr>
<td>$1,000,000</td>
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<tr>
<td>*Maximum Deductible: $100,000</td>
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<tr>
<td>☐ CRIME AND EMPLOYEE DISHONESTY</td>
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<td>Each Claim:</td>
</tr>
<tr>
<td>Broward County must be a Loss Payee.</td>
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</tbody>
</table>

Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days’ notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.

CERTIFICATE HOLDER:
Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

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Rental Management Division

Page 26 of 26
Materials from Contra Costa County’s ECCTA – Tri Delta Transit
GENERAL SERVICES AGREEMENT
FOR UBER TRANSIT PROFILES

This General Services Agreement dated as of March 15, 2021 by and between Uber Technologies, Inc., located at 1515 3rd Street, San Francisco, CA 94158 ("Uber") and Eastern Contra Costa Transit Authority, a Joint Powers Agency, located at 801 Wilbur Ave., Antioch, CA 94509, ("ECCTA").

This agreement sets forth the terms and activities to be undertaken in connection with ECCTA using Uber’s technology systems to enable ECCTA users with an Uber Rider Account to request on-demand ground transportation on an Enterprise Profile (the “Program”). Capitalized terms shall have the meaning ascribed to them in the Terms and Conditions (the “Terms”). In consideration of the mutual promises contained herein and the mutual benefits to be derived therefrom, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Background. Uber Technologies, Inc. ("Uber") has developed and makes available in cities throughout the world, a mobile application technology platform that works in real time to connect people seeking rides with a network of drivers and vehicles to provide those rides. Uber and ECCTA agreed to launch the Demonstration Project for ECCTA’s Paratransit Services in accordance with the terms of this General Services Agreement and as specified in Exhibit A.

2. Acknowledgment of Authority. The parties acknowledge that they have had the opportunity to consult with their respective attorneys and have had the opportunity to review this Agreement. Therefore, the parties expressly agree that this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. The parties executing this Agreement have authority to sign and bind its represented party to this Agreement.

3. Activities. The parties agree to perform the business activities as set forth on Exhibit A, attached hereto and incorporated herein, during the term set forth on Exhibit A. Except as expressly agreed to in Section 3 (and Exhibit A) of this Agreement, each party shall be responsible for its expenses and costs during its performance under this Agreement.

4. Independent Contractor. Nothing in this Agreement shall be deemed to create any joint venture, joint enterprise, or relationship among the parties, and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of the other party in the absence of a separate writing, executed by an authorized representative of the
other party. Each party shall be solely responsible for its employees and contractors, excluding independent contractors, used to provide the Activities.

5. **Fees and Payment.** Fees to be paid by one party to the other party in connection with this Agreement, if any, shall be as set forth in Exhibit A. Fees due are payable in accordance with the payment terms and schedule set forth in Exhibit A.

6. **Provision of Services.**

   a. **Access to Services.** Uber will establish ECCTA’s Corporate Account that will enable ECCTA to permit eligible ECCTA Users to establish an “**Enterprise Profile**” billing option within their Uber Rider Account that will allow ECCTA Users to bill public transit trips to a monthly billing. It is ECCTA’s sole responsibility to ensure the accuracy of eligible and authorized ECCTA Users. User Charges and any Technology Service Fees, if applicable, that are incurred on such Enterprise Profiles will be transmitted to ECCTA via the Dashboard in accordance with the terms and conditions of this Agreement. Subject to ECCTA’s compliance with this Agreement, Uber agrees to use commercially reasonable efforts to provide the Uber Service and Dashboard to ECCTA and the ECCTA Users as set forth herein.

   b. **Uber Rider Account Required.**

      1. **Enterprise Profile.** ECCTA acknowledges and agrees that before an individual can establish an Enterprise Profile on the Uber Service pursuant to this Agreement, such proposed ECCTA User must register for and maintain during the Term an active Uber Rider Account for the Uber Service.

      2. **Violations.** ECCTA acknowledges that certain proposed ECCTA Users may be suspended or banned from use of the Uber Service due to future or past violations of the End User Terms or Community Guidelines, available at https://www.uber.com/legal/community-guidelines (“**Violations**”), and that Uber shall have no obligation or liability related to a proposed ECCTA User that is unable to obtain or maintain an Uber Rider Account for the purposes of the Enterprise Profile due to Violations. In the event that a ECCTA User’s Uber Rider Account is suspended or terminated pursuant to the End User Terms, such ECCTA User’s access to the Enterprise Profile shall also be suspended. Furthermore, Uber reserves the right to immediately suspend any or all access to the Enterprise Profile of any ECCTA User that has an invalid payment card on their Enterprise Profile, or a rejected ECCTA payment card transaction that was initiated through their Enterprise Profile.

   c. **Enterprise Profile Linking.**
1. **Linking Mechanics.** To enable a proposed ECCTA User to securely establish an Enterprise Profile, ECCTA will utilize the Provisioning Tool to maintain the list of authorized ECCTA Users’ (i) full name, (ii) email address, and (iii) other information the parties may mutually agree upon ("Linking Data"), which is necessary for authentication and verification purposes. Upon establishing an Enterprise Profile linked to an Uber Rider Account, such ECCTA User shall be provided the option, on a ride-by-ride basis, to apply User Charges to either (A) such ECCTA User’s personal profile or (B) the ECCTA User’s Enterprise Profile.

2. **Accuracy.** ECCTA shall ensure that Linking Data is accurate and complete, and Uber shall not be liable to ECCTA, a ECCTA User, a proposed ECCTA User or any other party with respect to inaccurate or incomplete Linking Data supplied by ECCTA.

3. **Unlinking.** An ECCTA User’s Enterprise Profile may be unlinked from any such Uber Rider Account at any time by (i) ECCTA unlinking such ECCTA User through the Provisioning Tool, or (ii) the ECCTA User deleting the Enterprise Profile option from his or her Uber Rider Account.

   d. **Restrictions.** ECCTA agrees to use the Corporate Account and shall cause each ECCTA User to, use their Enterprise Profile solely as set forth in this Agreement and the End User Terms. ECCTA shall not, and shall not authorize others to, (a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Uber Service or Uber App, except to the extent allowed by applicable law, (b) sublicense, lease, rent, sell, give, or otherwise transfer or provide the Uber Service or Uber App to any unaffiliated third party, (c) upcharge, increase or otherwise modify the User Charges as calculated through the Uber App for any usage of the Uber Service or (d) impose any additional fees or charges on an ECCTA User related to use of the Uber Service. Uber reserves all rights not expressly granted to ECCTA or ECCTA Users under this Agreement.

7. **Account Administration.**

   a. **ECCTA Dashboard.** Upon execution of this Agreement, Uber will establish ECCTA’s Corporate Account that will enable ECCTA to access Uber’s browser-based online dashboard for “Uber for Business” customers (“Dashboard”). Uber’s contact with ECCTA shall be by way of any individual representative designated by ECCTA as an “administrator” through the Dashboard (“Administrator”). The Dashboard will enable ECCTA to (a) view detailed trip or other service information, without limitation, ECCTA Users’ name together with status, distance, duration, fare amount, service type, trip ID, User Charges, and expense
memo; driver data (e.g. first name, telephone number, vehicle and license plate) ("Dashboard Data"), (b) view a current list of all ECCTA Users who have been authorized to establish, and ECCTA Users who have established their Enterprise Profile, (c) to utilize the Provisioning Tool to add Linking Data to maintain an up-to-date list of authorized ECCTA Users, (d) revoke ECCTA Users' access to their Enterprise Profile, (e) view current, appoint new, and remove Administrators, and (f) settle outstanding balances on the Corporate Account. Uber reserves the right to add, remove and update features and functionality of the Dashboard at any time.

b. Administration. ECCTA may appoint additional Administrators at its discretion. ECCTA agrees to (a) maintain all Dashboard login credentials in confidence, (b) only permit an authorized Administrator to access the Dashboard, and (c) update, as necessary, all information of Administrators to ensure that it is current, accurate, and complete. ECCTA shall be responsible for all activity that occurs under its Dashboard login credentials.

c. ECCTA User Updates. It is ECCTA's sole responsibility to keep and maintain an accurate list of current ECCTA Users authorized to establish an Enterprise Profile and charge User Charges to ECCTA's corporate account. Uber may review the current list of ECCTA Users from time to time via the Dashboard to maintain and support the Uber App and Uber Service and ensure compliance with this Agreement.


a. The term "Marks" shall mean the trademarks, service marks, trade names, logos, slogans, and other identifying symbols and indicia of a party.

b. License to Use Uber's Marks. Uber hereby grants to ECCTA a revocable, time-limited, royalty-free, non-exclusive, non-transferable, non-assignable, non-sublicensable right, and license to use all Marks associated with Uber (collectively, "Uber Marks") during the Term, solely in furtherance of ECCTA's obligations in this Agreement, and only as expressly permitted by Uber in each instance. Uber warrants and represents that it has (or has obtained from all appropriate rights holders) all necessary rights and authority to grant the license granted by it hereunder. ECCTA hereby covenants and agrees that the Uber Marks shall remain the sole and exclusive property of Uber and that ECCTA shall not hold itself out as having any ownership rights with respect thereto. Any and all goodwill associated with the Uber Marks shall inure directly to the benefit of Uber. ECCTA's use of Uber Marks must conform to Uber's usage guidelines and instructions as Uber may provide or update from time to time (and in no event shall the color, style, appearance, or relative dimensions of the Uber Marks be altered or changed in any way). License to Use ECCTA Marks. ECCTA
hereby grants to Uber a revocable, time-limited, royalty-free, non-exclusive, non-transferable, non-sublicensable right and license to use all names, marks, and logos associated with ECCTA (collectively, "ECCTA Marks") during the Term, solely in furtherance of Uber’s obligations in this Agreement. Uber’s use of any of the ECCTA Marks shall be subject to ECCTA’s prior written approval in each instance, which shall not be unreasonably withheld. ECCTA warrants and represents that it has (or has obtained from all appropriate rights holders) all necessary rights and authority to grant the license granted by it hereunder. Uber hereby covenants and agrees that the ECCTA Marks shall remain the sole and exclusive property of ECCTA and that Uber shall not hold itself out as having any ownership rights with respect thereto. Any and all goodwill associated with the ECCTA Marks shall inure directly to the benefit of ECCTA. Uber’s use of ECCTA Marks must conform to ECCTA’s usage guidelines and instructions as ECCTA may provide or update from time to time (and in no event shall the color, style, appearance, or relative dimensions of the ECCTA Marks be altered or changed in any way).

c. **Use of Uber Marks: Guidelines.** Any use by ECCTA of Uber Marks shall be subject to Uber’s prior written approval, which shall be deemed granted with respect to such uses compliant with the Uber Trademark Usage Guidelines available at [https://developer.uber.com/docs/riders/guides/design-guidelines](https://developer.uber.com/docs/riders/guides/design-guidelines), as may be amended from time to time by Uber in its sole discretion (the “Design Guidelines”). If ECCTA uses Uber Marks, it will comply with the Design Guidelines, including without limitation, all additional directions given by Uber to ECCTA as to the content, colors, size, “look and feel” and other elements of any and all representations of Uber’s Marks. Uber reserves the right to immediately suspend ECCTA’s Corporate Account and suspend any or all access to the Enterprise Profile by ECCT Users if Uber, in its sole discretion, determines at any time during the Term that ECCTA breached any of its obligations under this Agreement with respect to authorized usage of Uber Marks.

d. **No Development.** EACH PARTY ACKNOWLEDGES AND AGREES THAT THERE SHALL BE NO DEVELOPMENT OF TECHNOLOGY, CONTENT, MEDIA OR OTHER INTELLECTUAL PROPERTY BY EITHER PARTY FOR THE OTHER PARTY PURSUANT TO THIS AGREEMENT. Any development activities relating to any technology, content, media or other intellectual property must be the subject of a separate written agreement between Uber and ECCTA prior to the commencement of any such activities.
c. **Inspection of Records.** During the Term of the Agreement, Uber may request in writing that ECCTA provide Uber all of ECCTA’s public records, marketing materials, and communications (including but not limited to, email and SMS messages that ECCTA, or any other third party sent to ECCTA Users in connection with the Program) that include the Uber Marks (collectively, the “Records”). ECCTA shall provide the Records to Uber within thirty (30) calendar days of Uber’s request for such documents. If Uber, in its sole discretion, determines that ECCTA has not met its obligations under the Agreement with respect to the authorized usage of Uber Marks, Uber may immediately suspend ECCTA’s Corporate Account and suspend any or all access to the Enterprise Profile by ECCTA Users and take any additional measures afforded to it by law or under the Agreement. ECCTA shall preserve all of the documents listed in this paragraph for a period of at least two (2) years from the termination or expiration of the Agreement.

9. **Confidential Information.**

a. **Definition of Confidentiality.** The term “Confidential Information” shall mean any confidential or proprietary business, technical or financial information or materials of a party (“**Disclosing Party**”) provided to the other party (“**Receiving Party**”) in connection with the Agreement, whether orally or in physical form.

b. Either party may disclose or make available to the other party, Confidential Information concerning the Disclosing Party and/or its business, products, services, marketing, promotional, or technical information in connection with this Agreement, which, for purposes hereof, Confidential Information will not include information: (a) that was previously known to the Receiving Party without an obligation of confidentiality; (b) that the Receiving Party acquired from a third party that was not, to the Receiving Party’s knowledge, under an obligation to not disclose such information; (c) that is, or becomes, publicly available through no fault of the Receiving Party; (d) that Disclosing Party gave written permission to Receiving Party for disclosure, but only with respect to such permitted disclosure; or (e) independently developed without use of the other party’s Confidential Information.

c. **Requirements.** Except as otherwise required by applicable law, including, but not limited to the California Public Records Act, each Receiving Party agrees that (a) it will use the Confidential Information of the Disclosing Party solely for the purpose of this Agreement; and (b) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party’s employees or agents on a need-to-know basis provided those employees or agents are bound by obligations of nondisclosure and limited use at least as
strict as those contained herein. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information and materials of like kind, but in no event less than a reasonable standard of care. The Receiving Party is responsible for any breach of the confidentiality provisions of this Agreement by its employees or agents. In the event the Receiving Party receives: 1) a public records act request; 2) a subpoena; 3) other validly issued administrative or judicial process that demand the Confidential Information; or 4) is otherwise required by law to disclose Confidential Information, then the Receiving Party will give the Disclosing Party prompt written notice of such request prior to disclosure and shall make diligent efforts to limit disclosure pursuant to any available bases under applicable law. If the Receiving Party determines that it must disclose such information, then the Receiving Party will provide Disclosing Party advance notice of the proposed disclosure, so that the Disclosing Party may assert any available defenses to the disclosure. If Receiving Party is required to release Disclosing Party’s Confidential Information, it nevertheless shall use any available authorities to redact personal or business confidential information from such records to the extent consistent with applicable law and the final judgment. Upon request by the Disclosing Party, the Receiving Party will return all copies of any Confidential Information to the Disclosing Party, if permitted by law or if it is not commercially infeasible for Receiving Party to do so. Confidential Information disclosed by the Disclosing Party to the Receiving Party will, at all times, remain the Disclosing Party’s property. No license under any trade secrets, copyrights, or other rights is granted under this Agreement or by any disclosure of Confidential Information under this Agreement.

10. Public Records Laws. Uber acknowledges that ECCTA may be subject to public records disclosure laws. ECCTA agrees, to notify Uber of such disclosure requirements at least five (5) days before disclosure, and to allow Uber reasonable opportunity to object to production. If ECCTA determines the material is not exempt from public disclosure law, ECCTA will notify Uber of the request and allow Uber five (5) days to take whatever action it deems necessary to protect its interests. ECCTA may release the portions of record(s) deemed by ECCTA to be subject to disclosure. If ECCTA is required to release Uber’s Confidential Information, it agrees to use any available authorities to redact personal or business Confidential Information from such records to the extent permissible by applicable law and final judgment.


   a. Roles of Parties. Each party is an independent controller of the Dashboard Data and Linking Data. ECCTA will provide Linking Data to Uber, for the provision of the services as described in Section 6 of these Terms. ECCTA will only process
Dashboard Data for administrative purposes, to manage access control and for activity review purposes.

b. **Lawfulness.** ECCTA acknowledges that the linking process described in Section 6.4, above, requires a verification email to be sent by Uber to each ECCTA User using the Linking Data, and ECCTA agrees, where necessary, to have: (i) a legal basis for such processing (such as consent); and (ii) inform the ECCTA Users that Uber will send them an email for the purpose of linking and establishing the Enterprise Profile within the ECCTA Users’ Uber Rider Account, which will also describe the benefits of creating an Enterprise Profile. ECCTA consents to Uber emailing such ECCTA Users for the purpose of linking and establishing the Enterprise Profile within the ECCTA Users’ Uber Rider Account.

c. **Compliance with Data Protection Laws.** Each party shall comply with the obligations applicable to it under the Data Protection Law with respect to the processing of personal data.

d. **Restrictions.** Uber agrees to only process the Linking Data for the purposes described in this Agreement. ECCTA agrees that any Uber Personal Data obtained in connection with this Agreement shall be used: (i) solely for the purposes set forth in this Agreement, or in connection with the use of the Uber Service, and for no other purpose, unless expressly authorized in writing by Uber, and (ii) in accordance with the purposes communicated to the data subjects. ECCTA shall not use Uber Personal Data in any way that harms Uber or that benefits a competitor of Uber. ECCTA agrees that it shall not disclose Uber Personal Data to any third parties, except as necessary for the purposes set forth herein. ECCTA shall not rent or sell Uber Personal Data for any purpose.

e. **Security.** Uber shall implement appropriate technical and organizational measures to protect Linking Data against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure. ECCTA shall implement appropriate technical and organizational measures to protect Uber Personal Data against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure, as well as any breach of ECCTA’s security measures ("Information Security Incident").

f. **Notification.** ECCTA shall promptly notify Uber in the event that ECCTA learns or has reason to believe that an Information Security Incident has occurred in relation to Uber Personal Data. This notification includes at least: (1) the nature of the breach of security measures; (2) the potentially compromised personal data and data subjects; (3) the duration and expected consequences of the Information Security Incident; and (4) any mitigation or remediation measures taken or planned in response to the Information Security Incident. Upon any such discovery, ECCTA shall (a) take all reasonable steps to investigate, remediate, and mitigate the effects of the Information Security Incident, and (b) provide Uber with assurances
reasonably satisfactory to Uber that such Information Security Incident will not recur. Additionally, if and to the extent any Information Security Breach occurs as a result of an act or omission of ECCTA, and if Uber determines that notices (whether in Uber’s or ECCTA’s name) or other remedial measures are warranted, ECCTA shall, at Uber’s request and at ECCTA’s cost and expense, undertake the aforementioned remedial actions.

g. **Data Transfers.** To the extent this Agreement involves the transfer of Dashboard Data in the EEA to a jurisdiction outside the EEA, which has not been recognized by the European Commission as providing an adequate level of data protection, Uber and ECCTA agrees that the Standard Contractual Clauses, as specified on t.uber.com/ExhibitA ("Exhibit A"), shall apply.

12. **No Publicity.** Except as may be expressly set forth in Exhibit A, neither party may issue a press release, post information online (including websites, social media channels, or blogs) or otherwise refer to the other party in any manner with respect to this Agreement, the Activities or otherwise, without the prior written consent of such other party.

13. **Representations and Warranties; Disclaimer.**

   a. Each party hereby represents and warrants that (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; (e) the content, media and other materials used or provided as part of the Activities shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

   b. **EXCEPT AS SET FORTH HEREIN, AND TO THE FULLEST EXTENT OF THE LAW, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, REGARDING ITS SERVICES OR PRODUCTS OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, INCLUDING SPECIFICALLY, UBER MAKES NO WARRANTIES CONCERNING THE UBER APP, UBER PLATFORM, UBER CREDITS, CODES, OR OTHERWISE ("UBER MATERIALS"). UBER PROVIDES THE UBER’S MATERIALS "AS-IS" AND WITHOUT WARRANTY. UBER DOES
NOT WARRANT THAT THE UBER MATERIALS WILL MEET ECCTA’S REQUIREMENTS OR THAT THE OPERATION OF THE UBER MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE. IN THE EVENT THAT A CODE OR UBER CREDIT IS NONFUNCTIONAL, ECCTA’S SOLE REMEDY, AND UBER’S SOLE LIABILITY SHALL BE THE REPLACEMENT OF SUCH CODE OR A UBER CREDIT.

14. Ownership and Feedback. Uber and its affiliates are, and shall remain, the owners of all right, title, and interest in and to the Uber Materials, including any updates, enhancements, and new versions thereof, and all related documentation and materials provided or available to ECCTA or any User in connection with this Agreement. ECCTA acknowledges and agree that any questions, comments, suggestions, ideas, feedback, or other information about the Programs ("Feedback") provided by ECCTA to Uber are non-confidential and shall become the sole property of Uber. Uber shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to ECCTA or any User.

15. Indemnification.

a. **Indemnification by ECCTA.** ECCTA agrees to defend, indemnify, and hold harmless Uber and its directors, officers, employees, subcontractors, and agents from and against all third-party claims, suits, causes of action, damages, costs (including reasonable and documented attorneys’ fees), judgments, and other expenses arising out of or related to: (i) ECCTA’s breach of this Agreement; (ii) ECCTA’s violation of the representations and warranties; (iii) any allegation that Uber’s use of ECCTA’s Marks or intellectual property as permitted herein infringes or misappropriates the intellectual property rights of a third party, including without limitation patent, copyright, trademark or other proprietary or intellectual property rights of such third party; and (iv) ECCTA’s violation of applicable law.

b. **Indemnification by Uber.** Uber agrees to defend, indemnify and hold harmless ECCTA and its directors, officers, employees, JPA members, subcontractors and agents from and against all third party claims, suits, causes of action, damages, costs (including reasonable and documented attorneys’ fees), judgments, and other expenses arising out of or related to (i) Uber’s breach of this Agreement; (ii) Uber’s violation of Section 7 representations and warranties; (iii) any allegation that ECCTA’s use of Uber’s Marks or intellectual property as permitted herein infringes or misappropriates the intellectual property rights of a third party, including without limitation patent, copyright, trademark or other proprietary or intellectual property rights of such third party; and (iv) Uber’s
violation of applicable law.

c. **Indemnification Procedure.** A party's obligation to indemnify the other under this Section is subject to the indemnified party notifying the indemnifying party promptly in writing of any claim as to which indemnification will be sought and providing the indemnifying party reasonable cooperation in the defense and settlement thereof. In each case the indemnifying party will have the exclusive right to defend any such claim, and the indemnifying party may not settle or compromise such claim without the prior written consent of the indemnified party. An indemnified party may, at its sole cost and expense, participate in the defense of a claim with counsel of its own choosing.

16. **LIMITS OF LIABILITY.** OTHER THAN EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR EITHER PARTY'S BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CLAIM FOR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF GOODWILL, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS, OR LOSS OR INACCURACY OF DATA OF ANY KIND, OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY DIRECT DAMAGES IN AN AMOUNT EXCEEDING THE GREATER OF TWO MILLION DOLLARS ($2,000,000) OR THE TOTAL AMOUNTS PAID BY ECCTA TO UBER DURING THE TERM OF THE CONTRACT.

17. **Insurance.** During the term of this Agreement, Uber shall maintain in force during the term, at Uber's own expense, at least the following insurance coverages:

a. Workers' Compensation Insurance in accordance with state statutory laws, including Employers' Liability with minimum limits of $1,000,000 for each accident.

b. Commercial General Liability Insurance including, but not limited to, product and completed operations, personal and advertising injury, and contractual liability coverage with minimum limits of $1,000,000 for each occurrence; $2,000,000 General Aggregate.

c. Commercial Auto Liability Insurance including a minimum combined single limit of $1,000,000 for each accident and Uninsured/Underinsured motorist coverage with a minimum combined single limit of $1,000,000.
All policies maintained shall be written as primary policies, not contributing with and not supplemental to coverage ECCTA may carry, and will contain a waiver of subrogation against ECCTA and its insurance carrier(s) with respect to all obligations assigned by Uber under this agreement. The fact that Uber has obtained the insurance required hereunder shall in no manner lessen or otherwise affect such Uber’s other obligations or liabilities set forth in this Agreement.

Uber shall include ECCTA, its officers, official, agency, employees and volunteers as Additional Insureds under the Commercial General Liability and Commercial Auto policies, and shall supply specific endorsement for same if such coverage is provided by endorsement, and if provided on a blanket basis, Uber shall supply a copy of specific policy provision(s) for same. The Additional Insured coverage to be provided under the Commercial General Liability policy must provide at least as broad coverage as the Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization ISO Form CG2010 with the current applicable revision date. It is acceptable that the Additional Insured coverage be provided “where required by written contract.” Both parties agree to provide a mutual waiver of subrogation on their Workers’ Compensation, Commercial General Liability, and Commercial Auto Liability policies, waiving all rights of subrogation against the other party, its officers, officials, agency, employees, and volunteers.

18. Termination.

a. Termination Events. This Agreement may be terminated by either party by written notice to the other party in the event of a material breach by the other party of any material term or condition of the Agreement that remains uncured for thirty (30) days after receipt of the non-breaching-party’s written notice thereof. Termination by either party for breach shall be in addition to any other remedies the nonbreaching party may have for such breach. Either party may terminate the Agreement immediately by written notice to the other party upon: (i) the other party becoming insolvent; (ii) the other party’s initiation of any proceeding under Federal bankruptcy or state insolvency law regarding its own bankruptcy, reorganization, or insolvency; (iii) the initiation of any proceeding under Federal bankruptcy or state insolvency laws against the other party that is not dismissed within sixty (60) days; (iv) the appointment of a receiver or a similar officer for the other party or for a substantial part of the other party’s property; (v) the other party making an assignment for the benefit of creditors or otherwise being reorganized for the benefit of creditors; (vi) any regulatory agency providing notice that the terms of this Agreement may jeopardize funding and/or constitute a violation of any funding requirements of the ECCTA, or (vii) any regulatory body does not make available to ECCTA funds to pay amounts invoiced under the Agreement.
b. **Survival.** The following shall survive this Agreement’s expiration or termination: any outstanding payment obligations and Sections 3, 5, 7, 8, 9, 10, 11 (for the period specified), 12(a), and 13.

19. **General.**

a. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of California without regard to its conflict of laws or provisions, and the parties hereby consents to personal and exclusive jurisdiction and venue in the State Courts for the County of Contra Costa, California or the United States District Court for the Northern District of California in the event of any litigation between the parties related to this Agreement.

b. **Compliance with Law.** Each party shall comply in all respects with all applicable federal, state, and local requirements governing the duties, obligations, and business practices of each party. Each party shall obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

c. **Notice.** Any and all notices permitted, or required to be given hereunder, shall be sent to the address first set forth above, or such other address as may be provided, and deemed duly given: (a) upon actual delivery, if delivery is by hand; or (b) by electronic mail. For Uber, electronic mail may be sent to transit-legal-us@uber.com. Additionally, the parties may agree in Exhibit A for the provision of certain notices by email to recipients indicated in Exhibit A. In the event a party gives notice by email, such notice must be followed with a written copy of the notice to the receiving party’s legal department.

d. **Waiver, Modification.** The failure of either party to enforce at any time, or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party’s right to enforce such provisions or to exercise such option. Any modification or amendment to this Agreement shall be effective only if in writing and signed by both parties. No oral statement or other conduct by either party shall change or modify the Agreement.

e. **Severability.** In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement (and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

f. **Force Majeure.** Any delay in, or failure by, either party in the performance of this
Agreement shall be excused if, and to the extent, such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to: decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a “Force Majeure Event”). The affected party will promptly notify the other party upon becoming aware that any Force Majeure has occurred, or is likely to occur, and will use its best efforts to minimize any resulting delay in, or interference with, the performance of its obligations under this Agreement.

g. **No Assignment.** This Agreement may not be assigned, in whole or in part, by one party without the prior written consent of the other party, provided that each party may assign this agreement to (a) an affiliate of such party; or (b) in connection with the sale of all, or substantially all, of such party’s equity, business, or assets. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and assigns.

h. **Relationship of Parties.** The parties shall be independent contractors in their performance under this Agreement and nothing contained in this Agreement shall be deemed to constitute either party as the employer, employee, agent, or representative of the other party, or both parties as joint ventures or ECCTA’s for any purpose.

20. **Definitions.** The following terms, as may be used in the Agreement, shall have the meanings set forth below:

a. **“Affiliate”** means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest, the majority of the voting rights of such entity, the ability to ensure that the activities and business of that entity are conducted in accordance with the wishes of that entity or the right to receive the majority of the income of that entity on any distribution by it of all of its income or the majority of its assets on a winding up of that entity.

b. **“ECCTA Personal Data”** means Linking Data provided in connection with this Agreement, excluding any such information provided by individual Uber account holders.

c. **“ECCTA User”** shall mean an individual authorized to use and link to ECCTA’s Corporate Account.

d. **“Data Protection Law”** means all laws and regulations applicable to the personal data under the Agreement, including as applicable the laws and regulations of the European Union, the European Economic Area and their member states.
Switzerland and the United Kingdom, including the EU General Data Protection Regulation (2016/679) (GDPR).

e. "Dashboard Data" means any and all data or other information made available to ECCTA through the Dashboard and may include, without limitation, ECCTA User name together with request time and date, drop-off time and date, pick-up and drop-off address, trip route, distance, duration, fare amount, service type, trip ID, and expense memo.

f. "End User Terms" shall mean the terms and conditions applicable to all users of the Uber Service, available at www.uber.com/legal, as may be updated by Uber from time to time.

g. "Provisioning Tool" shall mean the technology that utilizes Linking Data to authorize ECCTA Users to establish an Enterprise Profile.

h. "Uber App" shall mean Uber’s mobile application or mobile website (m.uber.com) required for use of the Uber Service, as may be updated by Uber from time to time.

i. "Uber Personal Data" means any information Uber provides to ECCTA in connection with this Agreement relating to an identified or identifiable individual or that can reasonably be used to identify an individual, or that may otherwise be considered "Personal Data" under applicable law. For the avoidance of doubt, "Dashboard Data" shall constitute Uber Personal Data.

j. "Uber Rider Account" means an Uber account in which the owner of the account has: (i) installed the Uber App on a compatible mobile device, (ii) registered for and currently maintains an active personal user account for the Uber Service, which requires the entry of certain personally identifiable information and a personal credit card number, (iii) currently complies with the End User Terms, and (iv) confirmed the mobile number provided during the registration process. Uber's collection and use of any personal data and credit card or other authorized payment method information to establish an Uber Rider Account shall be as set forth on the Uber Privacy Policy, available at www.uber.com/legal/privacy, as may be updated by Uber from time to time.

k. "Uber Service" or "Service" shall mean Uber’s technology systems that, when used in conjunction with the Uber App, enables users to request on-demand ground transportation from independent third-party transportation providers.

l. "User Charges" shall mean charges incurred by ECCTA Users for transportation obtained through the use of the Uber Service, including any applicable tolls, foreign transaction fees, taxes, and any other fees or charges that may be due for a particular use of the Uber Service.

m. The terms "controller", "data subject", "personal data", "processing" and "processor" as used in this Agreement have the meanings given in the GDPR.
21. Entire Agreement Amendment. This Agreement, and the exhibits attached hereto, contain the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. This Agreement may be executed in one or more counterparts and by exchange of signed counterpart transmitted by facsimile, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument. The Agreement may only be amended or modified through a writing signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Uber
By: __________________________
Dmitriy Vanchugov
Printed Name: Dmitriy Vanchugov
Title: Head of Transit Partnerships

ECCTA
By: __________________________
Printed Name: Jeanne Krieg
Title: Chief Executive Officer
EXHIBIT A

ACTIVITIES
&
PAYMENT

1. Overview.
The activities described herein shall begin and end in the ECCTA Service Area, as set forth in the map attached hereto as Attachment 1 (“Program Map Area”).

2. Term.
Unless terminated earlier as provided herein, the term of this Agreement shall commence on the Effective Date and continue through December 1, 2024 (“Term”). If both parties agree, they can extend the Agreement terms for three separate, one-year extensions. Each one-year extension may be exercised during the final three months of an existing term. (For example, the first one-year extension could be exercised beginning September 1, 2024.)

3. Obligations.
   a. Uber will provide ECCTA access to the Uber for Business Dashboard. ECCTA shall add users directly into the Dashboard. Once added to the Dashboard, users may take trips subject to the following restrictions:

      Each trip shall be booked under Uber Pool
      Each trip shall have a credit value of up to $16.00 per ride.

      The customer will pay the first $4.00 of the fare and ECCTA will pay the balance up to $16.00. Any amount over $16.00 paid by ECCTA will be the sole responsibility of the customer.

      Ride credits associated with a passenger account will expire under the following conditions: (a) upon termination of this Agreement, pursuant to the provisions herein by either party or by the expiration of the agreement; or (b) by a mutually agreed upon time and date by both parties; or (c) when passenger eligibility expires; or (d) when the passenger reaches 40 trips in a calendar month.

Other Code Restrictions:
   1. Geofence -- Each trip will be for travel limited by a geofence as outlined and detailed in Attachment 1. Trips must originate or end in
Zone A identified as East and Far East in Attachment 1

2. **Eligibility Based Program** — ECCTA will provide a list of eligible passengers by name and address to Uber on a monthly basis.

4. **Reporting.**
   a. Each month, along with the invoice, Uber will provide ECCTA with a report regarding the usage of the service. Each report shall include data fields, such as name, date, trip cost (per passenger), trip cost (for ECCTA), pick-up and drop-off locations, ambulatory or mobility device(s), average trip distance, and average trip time. All data produced in each report shall be deemed confidential and treated as such by ECCTA.

5. **Budget.**
   a. ECCTA agrees to spend no more than $700,000.00 for completed Trips (“Budget”), unless modified or amended in writing by both parties. The Budget is the total amounts paid for the Program under this Agreement. Uber shall implement reasonable procedures to cancel or suspend trips by Uber within two (2) business days of reaching or surpassing the Budget.

6. **Fees; Payment.**
   a. ECCTA agrees to pay for all Completed Trips, subject to the terms and conditions herein until the earlier of (a) the charges incurred by ECCTA for Completed Trips reaches the Budget or (b) the Agreement is terminated in accordance with the Terms. When any amount of the ride fare is greater than the credit value of the trip, Uber shall charge the personal payment method associated with the user’s Uber account.
   
   b. **Monthly Billing.** ECCTA has elected to participate in Monthly Billing and Uber will bill ECCTA monthly (each, a “Monthly Statement”) for User Charges incurred by ECCTA Users through an Enterprise Profile during each calendar month of the Term (“Monthly Billing”).
   
   c. **Payment.** All undisputed fees under each Monthly Statement, shall be paid in full by ECCTA no later than thirty (30) days from receipt of such Monthly Statement. Each month during the Term, Uber will invoice ECCTA for the full dollar amount for all charges associated with Completed Trips for the preceding month. All late payments shall bear interest at the lesser of one and one half percent (1.5%) per month or the maximum allowed by applicable law. Upon delivery or activation of the passenger list from ECCTA to Uber, ECCTA is responsible for any and all activity relating to the trips. Uber has the right to invoice Partner for any usage of trips, until the end of the term.
   
   d. **Disputed Payments.** If ECCTA believes that it has been billed for charges that it should not have been charged (“Disputed Charge Event”), it shall notify Uber
within seven (7) days via an email sent to transit-legal-us@uber.com. The parties shall work in good faith to review the charges within forty-five (45) days of ECCTA notifying Uber of such Disputed Charge Event. If the parties determine that Uber assessed charges that that should not have been charges, Uber shall remove such charge from ECCTA’s account.

7. Contacts.
   For Uber:
   Name: Attention: Legal - Transactions
   Email: Transit-legal-us@uber.com

   For Partner:
   Name: Maria Korbay
   Phone: 925-754-6622
   Email: mkorbay@eccta.org
Attachment 1

Program Map Area
Materials from Flagstaff's Mountain Line

- Mt Line - Sun Taxi Taxi Voucher Agreement
- Mt Line - Bankcard Authorization Form
- Mt Line - Taxi Payment Cardholder Agreement
This Agreement, dated 13 Feb 13, is between Sun Taxi & Tours and the Northern Arizona Intergovernmental Public Transportation Authority ("NAIPTA"). By signing this Agreement, Taxi Company or Transportation Company agrees to participate in the NAIPTA Taxi Voucher Programs, under the following terms:

As the Taxi Company or Transportation Company provides its normal services, a Taxi Company customer may, at any point while dealing with the Taxi Company or Transportation Company, identify himself or herself as a NAIPTA Program participant (the "NAIPTA Customer"). The Taxi Company or Transportation Company will provide service to and charge the usual fare to the NAIPTA Customer in the usual manner.

City Voucher Program:

At the end of the ride, the NAIPTA Customer will present the Taxi Company or Transportation Company (the "Driver") with a NAIPTA City voucher worth $10 as printed on the voucher. The Driver should indicate on the voucher the total amount of the meter reading/fare, time and mileage as printed on the voucher. The Driver should then apply the voucher to the fare as follows:

- The NAIPTA Customer will pay any amount that exceeds the value of the voucher. NAIPTA customers may also choose to pay a gratuity.
- Each month, the Taxi or Transportation Company will deliver or mail an invoice to NAIPTA, at 3773 N Kaspar Dr., Flagstaff, AZ 86004, with the vouchers collected in the previous month from NAIPTA Customers. The Taxi or Transportation Company will ensure that NAIPTA receives the vouchers no later than the 3rd day of the month. NAIPTA will then mail out a reimbursement to the Taxi or Transportation Company no later than the 14th of the same month as follows:
  - NAIPTA will pay the Taxi or Transportation Company $10 for each complete (all information filled in) voucher the Taxi company has collected.
  - NAIPTA will not reimburse the Taxi or Transportation Companies for incomplete vouchers.

County Voucher Program:

At the end of the ride, the NAIPTA Customer will present the Taxi Company (the "Driver") with a NAIPTA County voucher worth up to $25 as printed on the voucher. The Driver should indicate on the voucher the total amount of the fare and the pick-up and drop-off locations. The Driver should then apply the voucher to the fare as follows:

- The voucher will cover up to $25 of the fare as is preprinted on the bottom of the voucher;
- The NAIPTA Customer will pay any amount that exceeds the value of the voucher and any gratuity the customer chooses to pay.
- Each month, the Taxi or Transportation Company will deliver or mail an invoice to NAIPTA, at 3773 N Kaspar Dr., Flagstaff, AZ 86004, with the vouchers collected in the previous month from NAIPTA Customers. The Taxi or Transportation Company will ensure that NAIPTA receives the vouchers no later than the 3rd day of the month. NAIPTA will then mail out a reimbursement to the Taxi or Transportation Company no later than the 14th of the same month as follows:
• NAIPTA will pay the Taxi or Transportation Company for the actual amount of each fare (up to $25)
• NAIPTA will not reimburse Taxi or Transportation Companies for incomplete vouchers

For example, if a total fare charged for a trip to a NAIPTA Customer was $30 and the voucher used was a $25 voucher. The NAIPTA Customer would pay the difference of $5. NAIPTA would reimburse the Taxi or Transportation Company $25.00, plus 15% gratuity on the $25 fare.

However, if a total fare charged to a NAIPTA Customer was $15.00: The NAIPTA Customer would provide a voucher for up to 25.00. NAIPTA would reimburse the Taxi or Transportation Company $15.00, plus 15% gratuity on the entire fare.

THE UNDERSIGNED HEREBY AGREE TO THE ABOVE TERMS:

Taxi or Transportation Company: 

NAIPTA

By: [Signature]

By: [Signature]
Paratransit Client Name: __________________________________________________________

Cardholder Name: _______________________________________________________________

Card billing address:  _____________________________________________________________

Last 4 numbers of bankcard: ____ ____ ____ ____               expiration date: ____ ____ ____ ____
(Visa, Mastercard, or Discover accepted)

CHOOSE AN OPTION:

☐ One-time payment by request only:
I authorize Mountain Line (NAIPTA) to keep the bankcard with the last 4 numbers provided herein on file. The card will be used to process payments by request only. This option can be used for ordering monthly taxi credit and/or paratransit ride punch passes.

☐ Automatic payments for monthly taxi credit
I authorize Mountain Line (NAIPTA) to keep the bankcard with the last 4 numbers provided herein on file. I request automatic monthly payments as entered below which will be processed on the 11th of each month (or next business day). I agree to request any changes to authorized automatic payments by the 10th of the month in which they occur. The taxi credit will be made available by the 1st of the following month.

Requested monthly taxi credit: __________

Maximum monthly payment amount: __________ (enter 20% of the requested monthly taxi credit)

• I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement. I am the authorized user of this bankcard and will not dispute the payment(s) as outlined above.

• I understand that this authorization will remain in effect until I cancel the agreement with Mountain Line (NAIPTA) in writing.

Cardholder Signature: ________________________________________ Date: ______________

Please return this completed form via:
Mail: Mountain Line Paratransit
3773 N. Kaspar Drive
Flagstaff, AZ  86004

Email: Eligibility@naipta.az.gov
or
Fax: 928-779-6868
MOUNTAIN LINE PARATRANSIT TAXI PROGRAM
TAXI PAYMENT CARDHOLDER AGREEMENT

I, ________________________________________ agree to the following taxi program guidelines:

Printed cardholder name

1. Participation in the Mountain Line Paratransit taxi program is voluntary. Participants do business directly with the taxi service provider of their choice and are responsible for arranging their own trips. The taxi service providers are not Mountain Line (NAIPTA) providers or contractors. It is not the responsibility of Mountain Line (NAIPTA) to mediate between program participants and taxi service providers.

2. Mountain Line Paratransit certification must be maintained in good standing in order to continue participation in the paratransit taxi program.

3. The Mountain Line Paratransit taxi payment card and the taxi credit on the card is not transferable and may only be used by the paratransit certified client listed on the card. The taxi payment card is only valid for companies classified as taxi/limousine service for trips that begin or end within the Mountain Line/NAIPTA service area. The taxi payment card is for transportation purposes only.

4. The client portion (20%) of the requested taxi credit must be paid prior to the credit being made available on the card. Requests for taxi credit are limited to one request per month and can be made by contacting our eligibility specialist at 928-679-8911. Payments can be made by personal debit/credit card, check, or cash.

5. The Mountain Line Paratransit Taxi Program is subject to the availability and award of a competitive grant. Mountain Line (NAIPTA) retains the right to modify this program at any time due to funding, budget, and/or other constraints.

6. A taxi payment card that has not been used for 1 year may be placed in inactive status or closed.

7. Promptly report a lost or stolen taxi payment card by contacting Mountain Line Paratransit at 928-679-8911.

8. Mountain Line (NAIPTA) may terminate my privilege to use the paratransit taxi program and taxi payment card for any reason in accordance with the guidelines. The participant will be responsible for reimbursing Mountain Line (NAIPTA) for improper use of the card.

9. Should I fail to use the card properly, I authorize Mountain Line (NAIPTA) to collect any amounts owed by me. If Mountain Line (NAIPTA) initiates legal proceedings to recover amounts owed by me under this Cardholder Agreement, I agree to pay legal fees incurred by Mountain Line (NAIPTA) in such proceedings.

Cardholder Signature: ___________________________ Date: ______________

This signed agreement must be received prior to taxi credit being made available on your card.

Return via:

Mail: Mountain Line Paratransit
3773 N Kaspar Dr
Flagstaff AZ  86004

Email: Eligibility@naipta.az.gov or

Fax: 928-779-6868

Getting you where you want to go
Materials from Houston’s Metro
March 10, 2020

Mr. Mike Spears
Greater Houston Transportation Company
1406 Hays Street
Houston, TX 77009

SUBJECT: Notice of Contract Award
METRO Contract No. 7020000062

Dear Mike:

This letter is your written notification of award for the METROLift Subsidized Program (MSP) and Guaranteed Ride Home (GRH) Transportation Services and attached is Contract No. 7020000062 for your files.

A fully executed original signature page for this contract is being mailed to you separately. When you receive it, please insert the original signature page into the contract document sent with this email.

The Contract shall be for a period of three (3) years beginning 03/03/2020 through 02/02/2023 and at METRO’s sole option, shall be renewable for two (2) one (1) year periods, unless otherwise extended or terminated by METRO in accordance with the terms and conditions of this Contract. You are reminded that the amount of this contract shall not exceed $9,767,190.00 unless changed in writing by an authorized METRO Representative.

You are requested to provide the following information to me from the date of this letter:

- Certificates of insurance (COIs) within fourteen (14) calendar days;

All information will become part of the contract files.

METRO uses an online system, Docutrax, to automate and streamline the process of insurance certificate collection and management. We will forward your COI to Docutrax upon receipt. Docutrax will contact you directly by email, from email address MetroCOI@docutrax.com, when the COI is due to expire or when any other deficiency affecting your compliance with METRO’s insurance coverage requirements is identified. Please notify your insurance agent/broker of any deficiencies. If you have questions, please feel free to contact Docutrax directly at MetroCOI@docutrax.com or 1-855-747-5866.

If you have any questions, please contact me at (713) 652-8963.

Sincerely,

Paula Gaines
Contract Administrator II

Enclosure

cc: Philip Brenner: Office of Management & Budget
Kamesha Guidry/Ana Cortez-Silva: Office of Small Business
Contract File No. 7020000062

Jeremy Schoech: Project Manager
Darrell Dartez: Risk Management
CONTRACT NO. 7020000062

BY AND BETWEEN

METROPOLITAN TRANSIT AUTHORITY

AND

GREATER HOUSTON TRANSPORTATION COMPANY
1406 HAYS STREET
HOUSTON, TX 77009

FOR

METROLIFT SUBSIDIZED PROGRAM (MSP)

AND

GUARANTEED RIDE HOME (GRH)
TRANSPORTATION SERVICES

METRO FUNDING AND FEDERAL FUNDING
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<tbody>
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<td>1</td>
<td>EXHIBIT A</td>
<td>SCOPE OF SERVICES (MSP)</td>
</tr>
<tr>
<td>2</td>
<td>EXHIBIT A1</td>
<td>CODE OF ORDINANCES</td>
</tr>
<tr>
<td>3</td>
<td>EXHIBIT A2</td>
<td>METROLIFT SUBSIDY VOUCHER</td>
</tr>
<tr>
<td>4</td>
<td>EXHIBIT A3</td>
<td>METROLIFT SERVICE REGION MAP</td>
</tr>
<tr>
<td>5</td>
<td>EXHIBIT B</td>
<td>SCOPE OF SERVICES (GRH)</td>
</tr>
<tr>
<td>6</td>
<td>EXHIBIT B1</td>
<td>GUARANTEED RIDE HOME FORM</td>
</tr>
<tr>
<td>7</td>
<td>EXHIBIT C</td>
<td>CONTRACTOR'S RELEASE</td>
</tr>
<tr>
<td>8</td>
<td>EXHIBIT D</td>
<td>CERTIFICATION OF RESTRICTIONS ON LOBBYING</td>
</tr>
<tr>
<td>9</td>
<td>EXHIBIT E</td>
<td>DEBARMENT AND SUSPENSION FORM</td>
</tr>
<tr>
<td>10</td>
<td>EXHIBIT F</td>
<td>CODE OF ETHICS OF THE METROPOLITAN TRANSIT AUTHORITY</td>
</tr>
</tbody>
</table>
SECTION II - FORMS FOR BIDDING/AWARD

1 BID AND AWARD FORM

METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY TEXAS

INVITATION FOR BIDS

For: METROLIFT SUBSIDIZED PROGRAM (MSP) AND GUARANTEED RIDE HOME (GRH) TRANSPORTATION SERVICES

OFFER (To be completed by Bidder)

In compliance with the above-referenced Invitation for Bids, the undersigned agrees, if this offer is accepted within ninety (90) calendar days from receipt of bids, to furnish any or all items listed in Section II, 'Bid/Contract Amount, Items and Prices,' upon which prices are offered. The undersigned further agrees to deliver at the designated delivery point and within the time specified in Section III, and in accordance with the Contract documents.

This solicitation consists of Sections I through XI. The resulting contract will consist of this form and Sections II through XI.

By signing this bid, the bidder/contractor represents the following: (1) the business/company contracting with METRO is in good standing with the state of Texas; (2) the business/company is authorized to transact business in the state of Texas; and (3) the business/company does not have any outstanding debts (including, but not limited to, tax liens) that affect Contractor's ability to transact business in the state of Texas. If requested by METRO, the bidder/contractor shall provide METRO proof to support the above representations.

SMALL BUSINESS PROGRAM (SBP):

_0_ % SB Participation Goal

OFFERER COMPANY NAME AND ADDRESS:

Greater Houston Transportation Company

1406 Hays Street

Houston, Texas 77009

EMAIL: mikespearse@houstonyellowcab.com

PHONE: (713) 428-5702 FAX NO.: (713) 225-9121

DISCOUNT FOR PROMPT PAYMENT:

_0_ % 10 DAYS _0_ % _DAYS

SIGNATURE OF OFFEROR:

By: Michael Spears

(MUST BE SIGNED BY AUTHORIZED PERSON)

NAME: Michael Spears

TITLE: President

DATE: 9/17/2019

SUBMIT INVOICES TO:

Metropolitan Transit Authority of Harris County

Attention: Accounts Payable, 5th Floor

P.O. Box 61429, Houston, TX 77208-1429

APPROVED BY:

NAME: Michael Kyme

TITLE: Chief Procurement Officer

NAME: Debbie Sechler

TITLE: Executive Vice President, Administration

NAME: Arthur C. Smiley

TITLE: Chief Financial Officer

ATTEST:

[Signature]

[Date: 3/03/2020]
### 2 CONRACT AMOUNT, ITEMS AND PRICES FOR METROLIFT SUBSIDIZED PROGRAM

The Contractor agrees to furnish all resources necessary to provide **METROLIFT Subsidized Program** (MSP) Transportation Services in accordance with Exhibit "A" METRO's Scope of Service and the terms of this contract at the below discount off the City of Houston Ordinance established meter rate.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION OF SERVICE</th>
<th>PERCENT DISCOUNT OFF ESTABLISHED CITY OF HOUSTON METER RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>METROLIFT Subsidized Program (MSP) Transportation Services (referenced above and all other attachments herein)</td>
<td>4 % Discount</td>
</tr>
<tr>
<td>2</td>
<td>NUMBER OF VEHICLES AVAILABLE TO PERFORM SERVICE</td>
<td>308</td>
</tr>
<tr>
<td>3</td>
<td>Surcharge Per Wheelchair Trip:</td>
<td>$2.00</td>
</tr>
</tbody>
</table>

### 3 BID/CONTRACT AMOUNT, ITEMS AND PRICES FOR GRH

The Contractor agrees to furnish all resources necessary to provide **GUARANTEED RIDE HOME** (GRH) Transportation Services in accordance with Exhibit "B" METRO's Scope of Service and the terms of this contract at the below discount off the City of Houston Ordinance established meter rate.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION OF SERVICE</th>
<th>PERCENT DISCOUNT OFF ESTABLISHED CITY OF HOUSTON METER RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Guaranteed Ride Home (GRH) Taxicab Services (referenced above and all other attachments herein)</td>
<td>4 % Discount</td>
</tr>
<tr>
<td>2</td>
<td>NUMBER OF VEHICLES AVAILABLE TO PERFORM SERVICE</td>
<td>308</td>
</tr>
</tbody>
</table>
SECTION III - DELIVERIES OR PERFORMANCE ARTICLES

1 DEFINITIONS

A. ‘METRO’ shall mean Metropolitan Transit Authority of Harris County, Texas.

B. The term ‘President & Chief Executive Officer’ means the President & Chief Executive Officer of the Metropolitan Transit Authority and the term ‘the duly authorized representative’ means any person specifically authorized to act for the President & Chief Executive Officer. These representatives are authorized to obligate METRO by executing this Contract, and any modification thereto.

C. The term ‘Contracting Officer’ means the Contract Administrator who has been designated the responsibility, by the METRO Chief Procurement Officer, for overall administration of the contract, excluding the execution of contract modifications.

D. The term ‘METRO Project Manager’ means the technical representative who has been designated to act on behalf of METRO in monitoring and assessing the Contractor's services and/or technical performance and progress; inspecting and periodically reporting on such performance and progress during the stated period of performance, and finally certifying as to the acceptability of the contract Work in its entirety or any portion thereof, as required by the contract documents.

E. The term ‘Work’ means all construction, labor, materials, equipment, and contractual requirements as specified, or indicated in the Contract documents, including all alterations, amendments, or extensions thereto made by authorized changes.

F. The term ‘Contractor’ shall mean the individual, partnership, corporation, organization, or association contracting with METRO to furnish all materials, goods and work defined herein. As may be used herein, the terms ‘Contractor’ and ‘Consultant’ are synonymous.

G. The term ‘subcontract’ means any agreement including purchase orders (other than one involving an employer employee relationship) entered into between the Contractor and a subcontractor calling for services, labor, equipment, and/or materials required for Contract performance, including any modifications thereto.

H. The terms ‘subcontractor’ and ‘subcontractor and supplier’ mean any individual, partnership, firm, corporation or joint venture that contracts with the Contractor to furnish services, labor, equipment and/or materials under this Contract. As used herein, the terms ‘subcontractor’ and ‘subcontractor and supplier’ are synonymous.

2 SERVICES TO BE PERFORMED

A. The Contractor shall furnish all labor, equipment, supervision, transportation, insurance, accounting documentation, and all other resources necessary to perform the complete transportation services, in strict compliance with the Contract terms and conditions, Exhibit "A" Scope of Services, and Exhibit "B" Scope of Services.

3 CONTRACT PERIOD

A. This period of performance shall be for a period of three (3) years from the effective date of the Contract unless otherwise extended or terminated by METRO in accordance with the terms and conditions of this Contract.

B. METRO shall have the option to extend the contract for two (2) one-year periods, provided there are sufficient funds remaining in the Program.

C. In the event additional time is required by METRO to initiate a new contract, Contractor agrees to continue providing services to METRO on a month-to-month basis for a period not-to-exceed six (6) months at the same rates, terms and conditions of the original contract.

4 TEXAS ETHICS COMMISSION (TEC) ELECTRONIC FILING

In the event this Contract requires the approval of METRO’s Board of Directors, the Contractor shall submit to METRO, after notification that METRO’s Board has authorized the Contract and prior to final execution of the Contract, a completed, signed and notarized Form 1295 generated by the Texas Ethics Commission’s (the TEC) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (a Form 1295). The Contractor hereby confirms and agrees to submit such forms with the TEC through its electronic filing application at: https://www.ethics.state.tx.us/File/
SECTION IV - INSPECTION AND ACCEPTANCE ARTICLES

1 INSPECTION OF SERVICES

A. The Contractor shall provide and maintain a quality control and service inspection system acceptable to METRO covering the services under this Contract. Complete records of all inspection services performed by the Contractor shall be maintained and made available to METRO during Contract performance and for a three (3) year period after the term of the Contract.

B. METRO has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. METRO shall perform inspections and tests in a manner that will not unduly delay the services.

C. If any of the services do not conform with Contract requirements, METRO may require the Contractor to perform the services again in conformity with Contract requirements, at no additional compensation.

D. When the defects in services cannot be corrected by performance, METRO may:

1. require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

2. reduce the Contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity with Contract requirements, METRO may:

1. by contract or otherwise, perform the services and charge to the Contractor any cost incurred by METRO that is directly related to the performance of such services; or

2. terminate the Contract for default.
SECTION V - CONTRACT ADMINISTRATION DATA ARTICLES

1. COMPENSATION

METROLift Subsidized Program (MSP)
A. The Contractor shall be compensated for the Services ordered and accepted at the metered rate less the discount as provided in the Contract Amount, Items & Prices’ form in Section II, No. 2.

B. Guaranteed Ride Home (GRH)
The Contractor shall be compensated for the Services ordered and accepted at the metered rate less the discount as provided in the Contract Amount, Items & Prices’ form in Section II, No. 3.

C. METRO’s total obligation for the satisfactory performance of this Contract shall not exceed Nine Million, Seven Hundred Sixty-Seven Thousand, One Hundred Ninety Dollars and 00/100 ($9,767,190.00), less any prompt payment discount earned or set forth in Paragraph C below.

D. Payment discount(s): 4 %. Per the Schedule of Items and Prices, the discount shall be deducted from the total due and the corrected amount paid.

E. The Contract price is not subject to any adjustment should METRO not order the full quantity described as estimated.

2. INVOICING AND PAYMENT

A. The Contractor shall submit an original invoice for payment to the address shown below for work completed which has been inspected and accepted by METRO:

Sr. Director of Accounting/Controller
METROPOLITAN TRANSIT AUTHORITY
1900 Main St., 5th Floor (77002)
P.O. Box 61429
Houston, Texas 77208-1429

B. METRO shall pay the amount due the Contractor under this Contract after:

1. Delivery and acceptance of services as defined on vouchers, computer listings and diskettes specified in Section XII, Exhibit “A” and Exhibit “B”.

2. Presentation of a properly prepared invoice which shall be itemized and include the information requested in Section XII Exhibit “A” and Exhibit “B”. Incomplete invoices will not be accepted.

3. If the Contractor has previously been paid for items or services that have later been found deficient, defective or otherwise unacceptable, subsequent invoices may be adjusted accordingly. In such instances, METRO shall provide the Contractor a written explanation for such adjustments.

C. METRO is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales, Excise and Use Tax. METRO’s Federal Excise Tax Number is 76-79-0020K and METRO’s State Tax Exempt Number is 1-74-1998278-4. The Contractor’s Invoices shall not contain assessments of any of these taxes.

D. Payments will be made within thirty (30) business days after receipt of a properly prepared invoice. Payments shall be considered made when METRO deposits the Contractor’s payment in the mail or the date on which an electronic transfer of funds was made. Interest on payments under this Contract shall accrue and be paid only in accordance with the provisions of Government Code, Title 10, Vernon’s Texas Codes Annotated which shall be the Contractor’s sole remedy under this Article.

E. All material, goods and work covered by payments made shall, at the time of payment, become the sole property of METRO, but this provision shall not be construed as:

1. Relieving the Contractor from the sole responsibility for all material, goods and work upon which payments have been made or the restoration of any damaged work; or as

2. Waiving the right of METRO to require the fulfillment of all of the terms of the Contract.
3 NOTICES

All notices to either party by the other shall be delivered personally or sent by U.S. registered or certified mail, postage prepaid, addressed to such party at the following respective addresses for each:

Authority: Paula Gaines  
Contracting Officer  
METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS  
1900 Main St., 8th Floor  
Houston, Texas 77002

Contractor: Greater Houston Transportation Company  
1406 Hays  
Houston, TX 77009

and shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change of address to the other in the manner provided for above.
SECTION VI - INSURANCE ARTICLES

1 CONTRACTOR'S INSURANCE

INSURANCE ARTICLES FOR
METROLIFT SUBSIDIZED PROGRAM

AND

GUARANTEED RIDE HOME

A. The Contractor shall purchase and maintain in effect during the entire period of this contract, including any maintenance period thereof, insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Contractor from claims which may arise out of or result from Contractor's operations whether such operations are performed by Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

WORKERS' COMPENSATION INSURANCE providing Statutory Benefits in accordance with the Workers' Compensation Act of the State of Texas and/or any other State or Federal law as may be applicable to the work being performed under this contract. EMPLOYER'S LIABILITY with limits of liability not less than:

$1,000,000 Each Accident
$1,000,000 Each Employee for Disease
$1,000,000 Policy Limit for Disease

Policy shall be endorsed with a waiver of subrogation recognizing the waiver of all rights of subrogation or recovery against METRO as stated in paragraph B. below.

COMMERCIAL GENERAL LIABILITY utilizing Insurance Services Office Form CG 00 01 or its substantial equivalent providing coverage on an "occurrence" basis, including bodily injury, property damage, and products and completed operations with limits no less than:

$1,000,000 Each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products and Completed Operations Liability Aggregate

- Policy shall be endorsed to name METRO as Additional Insured as respects Contractor's operations in performance of this contract.
- Policy shall be endorsed with a waiver of subrogation recognizing the waiver of all rights of subrogation or recovery against METRO as stated in paragraph B. below.
- Such insurance shall be primary and non-contributing with any other valid and collectible insurance or self-insurance available to METRO.

BUSINESS AUTOMOBILE LIABILITY utilizing Insurance Services Office Form CA 00 01 or its substantial equivalent including liability coverage for all autos owned, rented, hired or borrowed by the Contractor, as well as liability coverage for mobile equipment subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws with the following minimum limit:

$2,000,000 Any One Accident- Combined Single Limit

- Policy shall be endorsed to name METRO as Additional Insured as respects Contractor's operations in performance of this contract.
- Policy shall be endorsed with a waiver of subrogation recognizing the waiver of all rights of subrogation or recovery against METRO as stated in paragraph B. below.
- Such insurance shall be primary and non-contributing with any other valid and collectible insurance or self-insurance available to METRO.

The following provisions apply with respect to all insurance coverages required above:

The insurance coverages required in this section shall not limit the Contractor's liability or limit the indemnification provisions set forth herein.

If the Contractor maintains higher limit than the minimums shown above, METRO requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specific minimum limits of insurance and coverage shall be available to METRO.
The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required above.

All policies of insurance presented as proof of compliance with the above requirements shall be on forms and with insurance companies approved by METRO. All such insurance policies shall be provided by insurance companies having Best's ratings of A- or greater and VI or greater (A-VI) as shown in the most current issue of Best's Key Rating Guide. Policies of insurance issued by insurance companies not rated by Best's or having Best's ratings lower than A-VI will not be accepted as complying with the insurance requirements of the contract unless such insurance companies were approved in writing prior to award of contract.

B. Contractor agrees to waive all rights of subrogation or recovery against METRO arising out of any claims for injury(ies) or damages resulting from the work performed by or on behalf of Contractor under this agreement and/or the use of any METRO premises or equipment in the performance of this agreement.

C. Proof of compliance with these insurance requirements shall be furnished to METRO in the form of an original certificate of insurance including the endorsements mentioned in section A. above, or copies of the applicable policy language effecting required coverage signed by an authorized representative or agent of the insurance company(ies), within fourteen (14) days of notice of award of contract and before any work under this contract will be allowed to commence. Certificates will be unacceptable unless they clearly show that all of the above stipulated requirements have been met. Renewal or replacement certificates shall be furnished METRO not less than seven (7) days prior to the expiration or termination date of the applicable policy(ies). Otherwise, METRO may halt all work under this contract upon expiration or other termination of any required coverage, and work will not be allowed to resume until a satisfactory renewal certificate is received.

D. The Certificate Holder shall read as follows on the Certificate of Insurance:

Metropolitan Transit Authority of Harris County, TX (METRO)
1900 Main St
Houston, TX 77002

E. Contractor shall require any and all subcontractors performing work under this contract to obtain and maintain the insurance coverage specified in this section. Such insurance shall be endorsed to name METRO and its directors, officers and employees as Additional Insured as respects to subcontractor's operations in performance of this contract. In addition, subcontractor and their respective insurers providing the required insurance coverage will waive all rights of subrogation or recovery against METRO providing such coverage shall be endorsed to recognize this required waiver of subrogation. The insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy. In the event a subcontractor is unable to furnish insurance in the limits required under this contract, the Contractor shall endorse the subcontractor as an Additional Insured on its General Liability and Automobile Liability policies and provide METRO a certificate of insurance showing such coverage.

Such insurance will be primary and non-contributing with any other insurance and be in a form and from insurance companies reasonably acceptable to METRO.

Any request to deviate from the stipulated insurance limits required of subcontractor must be approved by METRO and will be based solely on the scope of work to be performed by the subcontractor. Contractor shall obtain and make available for inspection by METRO upon request current certificates of insurance evidencing insurance coverages carried by subcontractor.

2. **INDEMNIFICATION AGREEMENT**

A. **CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS METRO, ITS DIRECTORS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES, FOR BODILY INJURY, SICKNESS, DISEASE OR DEATH OF ANY PERSON, OR FOR DAMAGES TO ANY PROPERTY, INCLUDING CONSEQUENTIAL DAMAGES OR LOSS OF USE THEREOF, BROUGHT OR RECOVERABLE BY THIRD PARTIES AGAINST METRO, ITS DIRECTORS AND/OR EMPLOYEES AND ARISING OUT OF OR RESULTING FROM ANY NEGLIGENT ACT OR OMISSION BY CONTRACTOR IN THE PERFORMANCE OF THIS CONTRACT. CONTRACTOR AGREES TO PROVIDE ACKNOWLEDGEMENT OF INDEMNIFICATION WITHIN TEN DAYS FROM RECEIPT OF DEMAND FOR INDEMNIFICATION FROM METRO.**

B. **THE INDEMNITY PROVIDED FOR IN THIS ARTICLE SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS OR DAMAGE, CAUSE OF ACTION, SUIT OR LIABILITY BROUGHT OR RECOVERABLE AGAINST METRO, ITS DIRECTORS AND/OR EMPLOYEES TO THE EXTENT THE INJURY, DEATH OR DAMAGE RESULTS SOLELY FROM A GROSS NEGLIGENT ACT OR WILLFUL BEHAVIOR BY METRO.**
SECTION VII - SMALL BUSINESS PROGRAM ARTICLES

The METRO Board of Directors have approved a Small Business Program that applies to all METRO contracts, whether Federal or non-Federal. Each contract will be reviewed for application of the policy and a subcontracting goal will be applied where applicable. METRO's policy is to promote equal opportunity and nondiscrimination in all of its procurement matters in accordance with State and Federal laws. The Program operates in a race and gender-neutral manner and is open to participation without regard to race, color, sex, religion, national or ethnic origin, age or disability. The Program will utilize procedures that promote inclusion and opportunity, while maintaining race and gender-neutral measures in their operations.

Regarding federally funded contracts, METRO adheres to the Federal Disadvantaged Business Enterprise (DBE) Program. This Program ensures that DBEs as defined in 49 CFR, Part 26 have an equal opportunity to receive and participate in Department of Transportation (DOT)-assisted contracts through race-neutral means. The DBE Program will be applied as applicable.

METRO's Small Business Program and Disadvantaged Business Enterprise (DBE) Program are available upon request.
SECTION VIII - SPECIAL TERMS AND CONDITIONS ARTICLES

1  AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

METRO’s obligation for performance of this Contract is contingent upon availability of funds from which payment for contract purposes can be made. No liability on the part of METRO for any payment may arise under this Contract until funds are made available for performance and until the Contractor receives notice of availability, in writing, from the Contracting Officer. Any option exercised by METRO that will be performed in whole or in part in a subsequent fiscal year is subject to availability of funds in the subsequent fiscal year and is governed by the terms of this Article.

2  INTER-LOCAL/COOPERATIVE PURCHASE

The Contractor agrees that any agreement inclusive of pricing resulting from this solicitation is extended to other public entities (e.g., state agency, local government, state of Texas educational institutions) authorized by state law to participate under cooperative procurement contracts or Inter-local Agreements with the following understandings:

A. Unless specifically stated otherwise, any volume of products or services stated in this Contract document reflects only products or services to be purchased by METRO and does not include potential purchases by other entities.

B. The Contractor shall establish a direct relationship with each entity concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, payment and all other matters relating or referring to such entity’s access to the agreement.

C. Each entity is a financially separate entity and shall be solely responsible for the financial commitments of that entity.

D. METRO shall not be held liable for any costs, damages or other obligations incurred by any participating entity.

E. It is the entity’s decision whether or not to enter into an agreement with the Contractor.

F. Any purchases made by an entity shall be in accordance with each entity’s purchasing policy and procedures.

3  MOST FAVORED CUSTOMER

The Contractor shall voluntarily provide METRO with the benefits of any more favorable terms it has or negotiates with any organization or facility whose circumstances and operations are substantially the same as those of METRO.
SECTION IX - GENERAL TERMS AND CONDITIONS ARTICLES

1 ACCEPTANCE

Award of this Contract by METRO constitutes a binding contract subject to the terms and conditions set forth herein.

2 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

The Contractor agrees to comply with, and assures that any subcontractor or any other third-party Contractor under this Contract complies with, all applicable requirements regarding Access for Individuals with Disabilities contained in the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and any other applicable federal regulations, including any amendments thereto.

3 ASSIGNMENT

The rights and obligation of the Contractor under this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way without METRO's prior written consent.

4 CHANGES

A. The President & Chief Executive Officer or the duly authorized representative may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes within the general scope of the contract, including any one or more of the following:

1. Specifications or Description of services to be performed,

2. Time of performance (i.e., hours of day, days of the week, etc.),

3. Place of performance of the services,

B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of this Contract, whether or not changed by the order, the President & Chief Executive Officer or the duly authorized representative shall make an equitable adjustment in the Contract price, the time of performance, or both, and shall modify the Contract.

C. The Contractor must submit any ‘proposal for adjustment’ under this Article within thirty (30) calendar days from the date of receipt of the written order. However, if the President & Chief Executive Officer or the duly authorized representative decides that the facts so justify, the President & Chief Executive Officer or the duly authorized representative may receive and act upon a proposal submitted before final payment of the Contract.

D. Failure to agree to any adjustment shall be a dispute under the ‘Disputes’ Article of this Contract. However, nothing in this Article shall excuse the Contractor from proceeding with the Contract as changed.

E. Except for those changes properly authorized and executed as provided in this Article, the Contractor shall notify the Contracting Officer in writing promptly within fifteen (15) calendar days from the date that the Contractor identifies any METRO conduct (including actions, inactions and written or oral communications) that the Contractor regards as a change to the Contract terms and conditions. This notification shall contain all information available to the Contractor regarding the change. Contractor’s failure to provide notification as required herein may jeopardize being compensated for the change if in fact a change has been made.

F. The parties agree that the terms and conditions of this Contract may only be modified and/or amended by mutual agreement between the parties. Said mutually agreed upon amendment and/or modification shall be written and executed by both parties prior to becoming effective.

5 CONTRACT ORDER OF PRECEDENCE

In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Contract Modifications, if any

2. Contract Articles;

3. Scope of Services

4. Technical Specifications;

5. Drawings
6 DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the performance of this Contract, without prior written consent of METRO's President & Chief Executive Officer. Two (2) copies of any material proposed to be published or distributed shall be submitted to the METRO President & Chief Executive Officer through the Contracting Officer.

7 DISPUTES

Any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement will be decided by the Contracting Officer, who will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer will be final unless, within ten (10) calendar days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the METRO Contract Disputes Appeals Committee. The Contract Disputes Appeals Committee will be designated by the President & Chief Executive Officer and will hear the Contractor's appeal and make a recommendation to the President & Chief Executive Officer for the final decision. In connection with any appeal proceeding under this Article, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of his appeal. The decision of the President & Chief Executive Officer will be final and conclusive with respect to the Contractor's administrative remedies under this Disputes Article. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's decision. This Disputes Article does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Contract, however, shall be construed as making final the decision of any administrative official, representative, or committee on a question of law.

8 EQUAL OPPORTUNITY FOR VEVRAA PROTECTED VETERANS

The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.

A. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as 'protected veteran(s)') in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:

1. Recruitment, advertising, and job application procedures.
2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
3. Rates of pay or any other form of compensation and changes in compensation.
4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
5. Leaves of absence, sick leave, or any other leave.
6. Fringe benefits available by virtue of employment, whether or not administered by the Contractor.
7. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
8. Activities sponsored by the Contractor including social or recreational programs.
9. Any other term, condition, or privilege of employment.

B. The Contractor agrees to immediately list all employment openings which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, Contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately-run job service or exchange will satisfy the Contractor's listing obligation if the privately-run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.
C. Listing of employment openings with the appropriate employment service delivery system pursuant to this Clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in executive orders or regulations regarding nondiscrimination in employment.

D. Whenever a Contractor, other than a state or local governmental Contractor, becomes contractually bound to the listing provisions in Paragraphs 2 and 3 of this Clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) it is a federal Contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The Contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the Contractor official responsible for hiring at each location. The ‘Contractor Official’ may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the Contractor who can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the Contractor uses any external job search organizations to assist in its hiring, the Contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this Paragraph shall be made simultaneously with the Contractor’s first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the Contractor shall provide updated information simultaneously with its next job listing. As long as the Contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The Contractor may advise the employment service delivery system when it is no longer bound by this Contract clause.

E. The provisions of Paragraphs B and C of this Clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.

F. As used in this Clause:

1. All employment openings include all positions except executive and senior management, those positions that will be filled from within the Contractor’s organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days’ duration, and part-time employment.

2. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than $455 per week (or $380 per week, if employed in American Samoa by employers other than the federal government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

3. Positions that will be filled from within the Contractor’s organization means employment openings for which no consideration will be given to persons outside the Contractor’s organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

G. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

H. In the event of the Contractor’s noncompliance with the requirements of this Clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

I. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the Contracting Officer. Such notices shall state the rights of applicants and employees as well as the Contractor’s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The Contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers that can access the electronic posting to such employees, or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company’s intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job
applicants of their rights if the Contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

J. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of VEVRAA and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.

K. The Contractor will include the provisions of this Clause in every subcontractor purchase order of $100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.

L. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.

9 ETHICAL CONDUCT

A. The METRO Board of Directors has adopted a Code of Ethics governing the conduct of its officers and employees. The Contractor agrees it will familiarize itself with this Code of Ethics and that it will not offer, confer or agree to confer any prohibited benefit as consideration for a METRO Board Member’s or employee’s decision, opinion, recommendation, vote or other exercise of discretion as a public servant or in exchange for the Board Member’s or employee’s having exercised his official powers or performed his official duties nor will the Contractor participate in any other violation of this Code.

B. The Contractor is required to maintain those records necessary to prove beyond a reasonable doubt the Contractor’s compliance with the METRO Code of Ethics Policy. METRO shall have the right to review for the purpose of determining compliance with the Code of Ethics Policy all disbursement records and supporting documents including invoices, payment vouchers, employee expense reports and petty cash records.

C. Breach of this Article by the Contractor may result in termination of the Contract and exclusion of the Contractor from future contracts with METRO for a period of time determined by the METRO Board of Directors.

10 FORCE MAJEURE

A. To the extent that the Contractor shall be wholly or partially prevented from its performance within the terms specified of any obligation or duty placed on the Contractor by reason of or through riot, acts of war, acts of terrorism, insurrection, by order of court, legislative action, act of God, or specific cause reasonably beyond parties’ control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty may be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with METRO.

B. In the event the Contractor seeks to characterize an event as a ‘Force Majeure Event,’ the Contractor shall have the obligation to immediately notify METRO at the time the Contractor becomes aware of said Force Majeure event. Further, the Contractor shall have the obligation to provide METRO with written notice upon the cessation of said Force Majeure event.

11 INTERPRETATION, JURISDICTION AND VENUE

This Contract shall be construed and interpreted solely in accordance with the laws of the state of Texas. Venue of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas.

12 LABOR REQUIREMENTS

A. No contractor or subcontractor holding a service contract for any dollar amount shall pay any of its employees working on the contract less than the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act (29 U.S.C. 206).

B. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof).

C. METRO reserves the right to audit contractor certified payroll records at METRO’s discretion.
13 METRO DELAY OF WORK

A. If the performance of all or any part of the work is delayed or interrupted by an act of the Contracting Officer in the administration of this Contract, which act is not expressly or implicitly authorized by this Contract, or by his failure to act within the time specified in this Contract (or within a reasonable time if no time is specified), an adjustment (excluding profit) shall be made for any increase in the cost of performance of this Contract caused by such delay or interruption. However, no adjustment shall be made under this Article for any delay or interruption (i) to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or (ii) for which an adjustment is provided or excluded under any other provision of this Contract.

B. No claim under this Article shall be allowed (i) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and (ii) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such delay or interruption, but not later than the date of final payment under the Contract.

14 PAYMENTS AND DISCOUNTS

The Contractor shall submit the original and one (1) copy of each invoice containing the following information: Contract Number, item number, description of materials, goods, services, unit prices, and extended amount. Payment will be made to the Contractor within thirty (30) calendar days after receipt of the invoice or acceptance of all materials and goods furnished and work performed, whichever is later. For the purpose of earning any discounts, payment is deemed to be made on the date the METRO check is mailed. Partial payments may be authorized. Interest on payments under this Contract shall accrue and be paid only in accordance with Texas Government Code, Title 10, Chapter 2251, which shall be the Contractor’s sole remedy under this Paragraph.

15 PROHIBITED INTEREST

No member, officer or employee of METRO, or of any other local public body having jurisdiction over METRO, shall during his tenure or for one year thereafter, have any interest direct or indirect, in this Contract or the proceeds thereof.

16 TERMINATION FOR CONVENIENCE OF METRO

A. METRO may terminate this Contract at any time after award of the Contract by written notice to the Contractor if METRO determines that such termination is in its best interest. Upon receipt of written notice of termination, performance by the Contractor shall cease to the extent specified in the notice of termination. In the event of termination in whole, the Contractor shall prepare a final invoice within thirty (30) calendar days of such termination reflecting the item(s) actually furnished pursuant to the Contract and to the satisfaction of METRO, that have not appeared on any previous invoice.

B. METRO agrees to pay the Contractor, in accordance with the terms of the Contract, for conforming item(s) furnished and accepted.

17 TERMINATION FOR DEFAULT

A. METRO may, subject to Paragraphs D and E below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to perform the services within the time and in the manner specified in this Contract or any extension thereof; or fails to perform any of the other provisions of this Contract.

B. METRO’s right to terminate this Contract may be exercised if the Contractor does not cure the condition or conditions constituting default within ten (10) calendar days (or such longer period as may be authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

C. If METRO terminates this Contract, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, services similar to that terminated, and the Contractor will be liable to METRO for any excess costs.

D. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include:

1. Acts of God or of the public enemy,
2. Fires,
3. Floods,
4. Epidemics,
5. Quarantine restrictions,
6. Unusually severe weather.


In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

E. METRO shall pay the Contract price(s) for completed and accepted services. METRO may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect METRO against loss because of outstanding liens or claims of former lien holders.

F. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of METRO.

G. The rights and remedies of METRO under this Article are in addition to any other rights and remedies provided by law or under this Contract.

18 TITLE AND RISK OF LOSS

Title to all deliverables covered by this Contract shall pass to METRO upon acceptance. Notwithstanding the above, the Contractor shall not be liable for loss or damage to deliverables caused by the negligence of officers, agents, or employees of METRO acting within the scope of their employment.
SECTION X - FEDERAL REQUIREMENTS ARTICLES

1 ACCESS TO RECORDS

A. The Contractor agrees to provide METRO, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor that are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 C.F.R. 633.17, to provide the FTA Administrator or his authorized representatives including any Project Management Oversight Contractor (PMOC) access to the Contractor’s records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)(1), that is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

B. The Contractor agrees to provide METRO, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor’s records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)(1), that is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

C. Where METRO enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)(1)) through other than competitive bidding, the Contractor shall make available records related to the contract to METRO, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

D. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

E. The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain same until METRO, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

F. The FTA does not require the inclusion of these requirements in subcontracts.

2 CARGO PREFERENCE--USE OF UNITED STATES-FLAG VESSELS

The Contractor agrees to:

1. Use privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liner and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to the contract to the extent such vessels are available at fair and reasonable rates of United States-flag commercial vessels;

2. Furnish within twenty (20) working days following the date of loading for shipment originating within the United States or within thirty (30) working days following the date of loading, for shipment originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in Paragraph 1 above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590, and to METRO (through the Contractor in the case of a subcontractor’s bill-of-lading); and

3. Include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

3 CONTRACTOR NONDISCRIMINATION

The Contractor or subcontractor(s) shall not discriminate on the basis of race, color, national origin, religion, sex (including gender identity and sexual orientation), disability, or age in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as METRO deems appropriate.

4 DEBARMENT AND SUSPENSION

A. This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor’s principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

B. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
C. The Contractor must sign and submit the Debarment and Suspension Certification, included herein as Exhibit E. The certification in this Clause is a material representation of fact relied upon by METRO. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to remedies available to METRO, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5 ENVIRONMENTAL REQUIREMENTS

The Contractor and any subcontractor or third-party Contractor under this Contract shall comply with all applicable environmental requirements and regulations, including any amendments, as follows:

A. Clean Air

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to METRO and understands and agrees that METRO will, in turn, report each violation as required to assure notification to the Federal Transportation Agency (FTA) and the appropriate Environmental Protection Agency (EPA) Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by the FTA.

B. Clean Water

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to METRO and understands and agrees that METRO will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by the FTA.

C. Energy Conservation. The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

6 FEDERAL CHANGES

The Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement (Form FTA MA (19) dated October 1, 2012) between METRO and FTA, as they may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply shall constitute a material breach of this Contract.

7 FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the 'Fly America' Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of federal funds and their Contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this Section all subcontracts that may involve international air transportation.

8 FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U. S. C. § 3801 et seq. And U. S. DOT regulations, ‘Program Fraud Civil Remedies,’ 49 C. F. R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA-assisted project for which the Contract Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the federal government deems appropriate.

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in
part with federal assistance originally awarded by FTA under the authority of 49 U. S. C. § 5307, the government reserves the right to impose the penalties of 18 U. S. C. § 1001 and 49 U. S. C. § 5307 (n) (1) on the Contractor, to the extent the federal government deems appropriate.

C. The Contractor agrees to include the above two (2) clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

9 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the contract provisions. All contractual provisions required by DOT, as set forth in the latest edition of FTA Circular 4420.1F in effect at the time of this Contract award, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with any other provisions contained in the Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any METRO requests, which would cause METRO to be in violation of the FTA terms and conditions.

10 METRO NONDISCRIMINATION

METRO shall not discriminate on the basis of race, color, national origin, or sex in the award and performance on any DOT-assisted Contract in the administration of its program or the requirements of 49 CFR Part 26. METRO shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. METRO’s program, as required by 49 CFR Part 26 and as approved by the DOT, is incorporated by reference in this Contract. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Contract. Upon notification to METRO of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. § 3801, et seq.).

11 AUDIT AND AVAILABILITY OF RECORDS

A. The Contractor shall make available at its office at all reasonable times the materials described below for examination, audit, or reproduction, until three (3) years after final payment under this Contract.

B. The Contractor shall maintain and the Contracting Officer or representatives of the Contracting Officer shall have the right to examine and audit books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all expenditures claimed to have been incurred or anticipated to be incurred in performing this Contract. This right of examination shall include inspection, at all reasonable times, of the Contractor’s plants, or parts of them, engaged in performing the Contract and whatever applicable records are maintained.

C. METRO shall have the right to examine and audit all books, records, documents, and other data of the Contractor including computations and projections) related to negotiating, pricing, or performing the Contract or modification.

D. If this Contract is completely or partially terminated, the records relating to the Work terminated shall be made available for three (3) years after any resulting final termination settlement.

E. Records pertaining to appeals under the Disputes Article or to litigation or the settlement of claims arising under or relating to the performance of this Contract shall be made available until disposition of such appeals, litigation, or claims.

F. The Contractor shall insert an article containing all the provisions of this Article, in all subcontracts over $10,000 awarded under this Contract, altering the article only as necessary to identify properly the contracting parties and the contracting office under METRO’s prime contract.

12 NATIONAL TRANSIT DATABASE REPORT

A. Contractor shall prepare and submit to METRO an audited National Transit Database (NTD) Report within sixty (60) calendar days after the end of METRO’s fiscal year (September 30) and not later than November 29 of each calendar year until completion of Contract. The NTD Report shall be in compliance with the latest FTA guidelines, including the required financial, safety, service supplied/consumed, fleet composition and similar forms.

B. Contractor shall submit monthly, quarterly and yearly NTD reports within thirty (30) calendar days after the close of each period for METRO to determine data is being collected and reported correctly.

13 NO OBLIGATION BY THE FEDERAL GOVERNMENT

A. METRO and the Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to METRO, the Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying
The Contractor agrees to include the above Clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the Clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

14 OFFICIALS NOT TO BENEFIT

A. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Contract to any benefit arising therefrom.

B. No member, officer or employee of METRO, or of any other local public body having jurisdiction over METRO, during his tenure or for one year thereafter, shall have any interest direct or indirect, in the Contract or the proceeds thereof.

C. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required under this Contract. In the event any question of possible conflict should arise, the determination of METRO shall be controlling. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by the Contractor.

15 RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and

16 RESTRICTIONS ON LOBBYING

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49CFR part 20, ‘New Restrictions on Lobbying.’ Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient. See Section XI, Exhibit D, ‘Certification of Restrictions on Lobbying.’

17 TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

A. The Contractor agrees to comply with applicable transit employee protective requirements as follows:

1. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract to meet the employee protective requirements of 49 U.S.C. A5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

2. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the near future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, The Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL’s letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in the U.S. DOL letter.

3. Transit Employee Protective Requirements for Project in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
B. The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

18 ENTIRE AGREEMENT

This Contract and attached Exhibits constitute the entire agreement between the parties and shall supersede all prior offers, negotiations, exceptions and understandings, whether oral or written, between the parties hereto. No modification of this Contract (including any change in the Work) shall be binding upon METRO or the Contractor unless evidenced by a written modification issued pursuant to the ‘Changes Provision’ or by other written order modification hereof, as appropriate.
SECTION XI - EXHIBITS

1 EXHIBIT A SCOPE OF SERVICES

SCOPE OF SERVICE

FOR

METROLIFT SUBSIDIZED PROGRAM (MSP)

1.0 SCOPE

1.1 This Scope of Service covers the requirements for the Contractor to provide same day transportation services for the Metropolitan Transit Authority of Harris County (METRO). It is METRO’s intention to purchase discounted transportation services as regulated by the City of Houston, Texas, “Houston, Texas, Code of Ordinances, Chapter 46”, see attachment 1.

1.2 This Scope covers the requirements for the Contractor to provide same day METROLift Subsidized Program (MSP) services initiated by eligible METROLift ADA patrons or authorized METRO personnel.

1.3 The terms operator and driver shall be used interchangeably throughout this scope. The terms patron, customer, and client shall be used interchangeably throughout this scope.

2.0 CONTRACTOR REQUIREMENTS

2.1 To participate in METRO’s MSP program, the Contractor shall have a staffed customer service line to accept requests for service from eligible customers and shall have radio dispatching capabilities. The Contractor may use web-based and app-based programs to request rides in addition to but not as a substitute for the ability to call by telephone for service.

2.2 To participate in METRO’s MSP program, the Contractor shall maintain a minimum of one hundred (100) vehicles in its fleet in order to prevent excessive waiting and trip denials due to unavailable resources. At least 10% of vehicles shall be wheelchair accessible and more wheelchair accessible vehicles may be requested at METRO’s discretion to prevent excessive waiting and trip denials due to unavailable resources.

2.3 The Contractor shall provide clean and safe vehicles that are compliant with applicable laws or regulations of governmental bodies having jurisdiction over the Contractor’s operations. This includes, but is not limited to, current vehicle registration(s), and vehicle state inspection(s).

2.4 All Contractor vehicles shall provide prompt and reliable services in response to a request by an eligible METROLift patron and/or authorized METRO personnel. Each vehicle must comply with applicable City of Houston Codes and Ordinances and maintain two-way radio for communications with Contractor’s dispatcher.

2.5 Each Contractor vehicle shall be equipped with properly functioning seat belts to include seat belt extensions. Wheelchair accessible vehicles must be equipped with self-retracting securement devices that meet the Americans with Disabilities Act (ADA) requirements.

2.6 The Contractor shall be responsible for insuring that the operator responds to the proper origin of the trip and serves the eligible customer to their requested destination. The Contractor shall ensure drivers properly document all trips assigned and completed and collect the proper fare for each trip as applicable. Any incomplete or incorrect documentation will be returned to the Contractor unpaid.
2.7 The Contractor shall be responsible for the provision of MSP services to assure prompt, courteous service and in compliance with this Contract. The Contractor shall immediately inform METRO if any driver participating in this program has any complaints and or incidents that may adversely impact their ability to provide service to METRO patrons while driving for the Contractor and under this Contract.

3.0 DRIVER REQUIREMENTS

3.1 Licenses & Permits

All MSP drivers shall be appropriately licensed and permitted by state and local governmental agencies for operation within the METRO service area. This requirement shall be complied with at all times during Contractor's performance under this agreement, i.e., no driver in MSP service may operate with an expired, suspended, or revoked driver's license or without a locally issued operator's permit.

3.2 Driver Appearance

All contract operator's attire shall be clean and neat at all times in a manner that will reflect credit upon both the Contractor and METRO. The operators shall be neat and practice good hygiene methods.

3.3 Driver Training

The Contractor shall conduct and require each MSP operator to complete a driver training course/orientation to include:

- All City of Houston required training
- Accident prevention and reporting- The Contractor shall ensure that drivers practice safe driving methods and fully understand accident reporting procedures while performing services under this Contract.
- For MSP service, operational service training, i.e., hours of operation, fare collection, vouchers, service area, equipment, key map
- Passenger sensitivity training for MSP passengers
- Drivers must attend the Passenger Assistance Training (PAT) course conducted by a certified instructor prior to participating in the program. PAT training for drivers of wheelchair accessible vehicles shall include proper handling of patrons who use a wheelchair for mobility. All drivers of wheelchair accessible vehicles must be fully trained on the proper method of wheelchair securement in accordance with the recommended procedures specified by the device manufacturers.
- Americans with Disabilities Act of 1990 (ADA) – All drivers are required to be compliant with all aspects of the ADA including, but not limited to, service animals trained to work or perform tasks for individuals with a disability.
- Conflict Resolution & Emergency Procedures Training – All drivers are required to complete a METRO approved Conflict Resolution Training Program.
- Customer Relations – All drivers are required to complete a METRO approved Customer Relations Course. This shall be renewed every two years.
- Defensive Driving Course (DDC) Training – All drivers are required to have successfully completed DDC within the past twelve (12) months and shall renew DDC every 2 years.
- Physician's certificate – in accordance with City of Houston ordinance section 46-6 (a) authorized drivers must have certification from a licensed healthcare professional that they have no medical condition that would prevent the driver from safely operating the vehicle.
• Drug screening – in accordance with City of Houston ordinance section 46-6 (b) authorized drivers must pass a drug screening test within 30 days before starting work as a driver.
• Criminal history check – in accordance with City of Houston ordinance section 46-7 authorized drivers must not have prior offenses in their criminal history that would compromise the safety of METRO passengers. Additionally, authorized drivers shall have no prior conviction on the national sex offender database.

NOTE: METRO reserves the right to monitor training throughout the term of the contract period.

The Contractor shall maintain records that each operator, authorized to provide MSP service under the terms of this contract, has completed the driver training requirements outlined in section 3.3 of the scope of services. Drivers who have not completed the driver training requirements shall not be authorized to provide MSP services and will be removed from the authorized driver list. The Contractor shall provide a list of authorized MSP drivers to METRO before the start of each month. METRO will not authorize payment of vouchers for trips provided by driver’s not on the authorized driver list.

3.4 Removal of Drivers

The Contractor shall immediately remove any driver from METRO service for any one of, but not necessarily limited to, the following:

• Committing unsafe or inappropriate acts while providing MSP or GRH services,
• Revocation or non-renewal of a valid Texas Driver’s License
• Failure to maintain compliance with “City of Houston Code” to include, but not limited to, the number of allowable moving violations, accidents, prior criminal history, etc.
• Providing poor quality customer service on behalf of METRO and the Contractor.
• Failure to maintain driver licensing requirements or driver training requirements as detailed in scope section 3.3.

3.5 The Contractor shall have and maintain a computer system required to accept the download of MSP client information (approximately 26,000+ clients) from the METRO computers to keep the MSP client database up to date. The Contractor’s computer systems must be capable of creating files that contain monthly voucher numbers to allow METRO to sort all voucher trips by driver or by patron to look for patterns, and to compute trip distance and costs totals for electronic bi-monthly invoices consistent with the voucher requirements detailed in scope section 6.3.

3.6 Passenger Assistance

All drivers shall be polite and courteous when providing services to MSP customers. Drivers shall assist customers in and out of vehicles at the curb, including loading and unloading a reasonable amount of packages (3-5) groceries or (2-3) luggage. All drivers shall assist patrons in the proper use of seat belts prior to any vehicle movement as well as ensure proper and correct wheelchair securement.

4.0 SERVICE REQUIREMENTS

4.1 MSP services shall be provided within the METRO service region as identified on Attachment No. 4. All trips shall have a pick-up point of origin within the service area defined for MSP.
4.2 METRO will be responsible for providing the Contractor with an up to date list of eligible METROLift customers. Each eligible MSP customer will be assigned a METROLift identification (I.D.) number with a METRO picture I.D. that includes the customer’s name and I.D. number. METRO will supply fare collection vouchers along with a controlled list of voucher numbers. METRO may negotiate with the Contractor to permit a paperless voucher system so long as the paperless system can provide complete, accurate, and verifiable voucher information.

4.3 Operators shall respond promptly to MSP customer trip requests.

4.3.3 Operators shall pick up MSP customers within fifteen (15) minutes after receiving the trip assignment from the Contractor’s dispatcher. In the event the operator fails to respond to an MSP customer trip within the time specified, the MSP customer may be instructed to call another company or TNC for the service. The MSP customer will also be instructed to report the incident to METRO Customer Service. Should the first operator respond after the specified period, the customer is under no obligation to utilize the service, and there will be no payment due by the customer or METRO for this late response, unless the MSP customer utilizes said service.

4.3.4 The Contractor shall not provide linked trips. Linked trips are trips which the point of origin had been the destination point within less than sixty (60) minutes. In practice, a customer’s destination point can be the next point of origin for a new MSP trip after a sixty (60) minute period has passed. An exception can be made for round trips. If the customer requests a trip returning to their point of origin, the sixty (60) minute period may be waived. When a round trip is complete, the METROLift customer must wait sixty minutes before booking a new trip, otherwise the next trip will be identified as a linked trip.

4.3.5 METRO shall provide a workstation for the Contractor’s Service Representative at the METROLift dispatch area located at 1900 Main Street. The Contractor will assign staff to work in the METROLift dispatch area to help ensure timely response to service issues and shorter waiting times for METROLift customers during peak service times.

4.4 The Contractor shall assume full responsibility for ensuring the safety of patrons. The Contractor shall develop, implement, and maintain a formal safety management program. The safety management program shall include, but not be limited to, accident prevention, accident investigation, retraining guidelines and procedures, criteria for determining preventability of accidents, program for internal safety meetings to reinforce safety importance and participation of the Contractor in safety related organizations. A copy of the Contractor’s safety management program shall be available for the review to METRO at any time during the term of the Contract.

5.0 SERVICE PROCEDURES

5.1 METROLift Subsidized Program (MSP) as initiated by the METROLift Customer

5.1.1 Eligible MSP customers are authorized to initiate telephone requests for MSP service/trips directly from the Contractor’s dispatcher. Upon receipt of a call for an MSP trip, the Contractor's dispatcher shall ascertain the MSP customer's eligibility status by requesting their METRO I.D. and verifying it from a downloaded METROLift Client listing database. After verifying that the request for an MSP trip is from an eligible MSP customer, the dispatcher will assign the trip to the next available operator. The Contractor's dispatcher shall not provide the patron I.D number to the MSP driver. The dispatcher will provide the MSP driver with all trip information including the client name, pick-up address, drop-off address, trip comments and telephone numbers as available along with a voucher number from their controlled voucher number listing. METRO vouchers shall not be issued sequentially by the Contractor. The operator will enter the voucher
number, in the space provided on the METROLift Subsidy voucher form (See Attachment No. 3) or enter the voucher number in a METRO approved paperless voucher.

An MSP trip may be initiated by METRO personnel who reserve the right to direct METROLift customers to the mode of service that is most efficient and practical at the time of the request for MSP service. METRO personnel may direct METROLift customers to MSP service or MSP customers to METROLift service, depending on which option is most cost effective. METRO may work with providers to review or screen MSP trips and offer transportation alternatives.

5.1.2 Eligible MSP customers will indicate if a wheelchair accessible vehicle is required for the MSP trip at the time of notification. The Contractor will be permitted a surcharge (as listed in 3.2 BID/CONTRACT AMOUNT, ITEMS AND PRICES) per MSP requested wheelchair trip as completed by the Contract driver.

5.1.3 MSP services shall be documented at all times, using the three-part business account vouchers or a paperless system approved by the METRO Program Manager. The MSP driver shall obtain a signature for each patron unless the patron is incapable of signing, whereby the driver may sign for the client and note the disability as documentation for lack of the customer's signature. All vouchers without proper support and documentation, and/or with expired MSP Clients will be returned unpaid to the Contractor. The Contractor shall ensure each driver completes the voucher with all METRO required information; at a minimum to include the MSP customers’ signature, MSP client ID number, driver signature, the driver ID number, the vehicle number, the actual pick-up and drop-off times at the completion of each trip, pick up and drop off locations, fare collection, mileage and any other comments. The Contractor's personnel shall perform a validation on each voucher to ensure the fare and mileage are reasonable for the addresses listed on the vouchers.

5.1.4 All drivers performing MSP trips shall redeem copies of each voucher to be sent to the Contractor's cashier for payment or submit vouchers using a paperless system approved by METRO. The cashier shall review each voucher for completeness and verify all information thereon. The cashiering system shall prevent unauthorized voucher numbers, duplicate vouchers with the same time and date of trip for one (1) driver, or any other unachievable trip and/or voucher. The Contractor shall retain a copy for their records. The Contractor shall send a copy to METRO with the bi-monthly billings. Upon receiving copies of the vouchers and trips, METRO reserves the right to verify the information for trip length and metered fare and will return the incorrect or incomplete vouchers to the Contractor for variance explanation. METRO will not pay for any waiting time during any MSP trips.

5.2 METROLift Subsidized Program (MSP) as initiated by METRO

5.2.1 METRO reserves the right to initiate additional MSP trips from MSP contractor(s). METRO will initiate telephone and/or electronic requests for MSP service/trips directly to the Contractor's dispatcher. Upon receipt of a call for an MSP trip, the Contractors' dispatcher will assign the trip to the next available operator. The Contractor's dispatcher shall not provide the patron ID number to the MSP driver. The dispatcher will provide the MSP driver with all trip information including the client name, pick-up address, drop-off address, trip comments and telephone numbers as available along with the METRO event ID number to be utilized as a voucher number for billing purposes. The operator will enter the event ID number as the voucher number, in the space provided on the METROLift Subsidy Voucher form (See Attachment No. 3) or paperless voucher approved by METRO.

5.2.2 METRO will indicate if a wheelchair accessible vehicle is required for the MSP trip at the time of notification. The Contractor will be permitted a surcharge (as listed in 3.2 BID/CONTRACT AMOUNT, ITEMS AND PRICES) per MSP requested wheelchair trip as completed by the Contract driver.
5.2.3 MSP services shall be documented at all times, using METRO-issued vouchers or a paperless voucher system approved by METRO. The MSP driver shall obtain a signature for each patron unless the patron is incapable of signing, whereby the driver may sign for the client and note the disability as documentation for lack of the customer's signature. All vouchers without proper voucher documentation, and/or with expired MSP Clients will be returned unpaid to the Contractor. The Contractor shall ensure each driver completes the voucher with all METRO required information; at a minimum to include the MSP customers' signature, MSP client ID number, driver's signature, the driver ID number, the vehicle number, the actual pick-up and drop-off times at the completion of each trip, pick up and drop off locations, fare collection, mileage and any other comments. The Contractor's personnel shall perform a validation on each voucher to ensure the fare and mileage are reasonable for the addresses listed on the vouchers.

5.2.4 All drivers performing MSP trips shall redeem copies of each voucher to be sent to the Contractor's cashier for payment. The cashier shall review each voucher for completeness and verify all information thereon. The cashiering system shall prevent unauthorized voucher numbers, duplicate vouchers with the same time and date of trip for one (1) driver, or any other unachievable trip and/or voucher. The Contractor shall retain a copy for their records. The Contractor shall send a copy to METRO with the bi-monthly billings. Upon receiving the copies of the vouchers and trips, METRO reserves the right to verify the information for trip length and metered fare and will return the incorrect or incomplete vouchers to the Contractor for variance explanation. METRO will not pay for any waiting time during any MSP trips. The Contractor may record MSP trips using a paperless voucher system only if the system has been approved by the Project Manager and fully supports each MSP trip, including but limited to, MSP client ID number, driver ID number, the vehicle number, the actual pick-up and drop-off times at the completion of each trip, actual GPS locations at the pick-up and drop off points, fare collection, mileage and any other comments.

5.3 Fare Collection

5.3.1 The Contractor shall be responsible for insuring that the MSP driver collects the proper fare and completes the voucher (Attachment No. 3) to document each trip. The total fare for MSP trips shall be as established as the daily rate by the City of Houston, "Houston, Texas, Code of Ordinances» - CODE OF ORDINANCES» Chapter 46 - VEHICLES FOR HIRE", Sec. 46-31 and rates prescribed along with the discount listed in 3.2 BID/CONTRACT AMOUNT, ITEMS AND PRICES. Upon completion of the trip, the MSP driver shall record the meter fare and all other information on the voucher.

5.3.2 The MSP driver shall collect one dollar ($1.00) plus any amount over eleven dollars ($11.00) of the fare directly from the MSP customer. The MSP driver and the MSP customer are required to sign the voucher in the appropriate blocks. The copy of the voucher identified as "passenger copy" shall be given to the MSP customer. In the event the MSP customer should dispute the fare and refuse to sign the voucher or pay the appropriate portion of a fare, the MSP driver shall not take any action directly against the MSP customer for nonpayment if the fare is under $11.00. The operator shall immediately report the incident to the Contractor’s dispatcher, who will in turn report the incident to METRO. Any dispute over MSP customer payments shall be resolved by METRO and the Contractor. If the disputed fare is greater than $11.00, the operator shall immediately report the incident to the Contractor’s dispatcher who will in turn report the incident to METRO. After reporting the incident to METRO, the cab company may then handle the incident according to their normal operating procedures.

5.3.3 METRO’s obligation for eligible MSP trips fare is a flat rate of $10.00 per MSP trip. Hence, MSP trip fares under $11.00 will be compensated with a total fare of $11.00. Gasoline Surcharges shall not be collected from the METRO Lift customer.
6.0 DOCUMENTATION

6.1 MSP voucher numbers will be issued by METRO on a monthly or quarterly basis. The Contractor shall utilize these MSP vouchers numbers as METRO authorization for eligible MSP trips for eligible MSP patrons. The Contractor shall safeguard these voucher numbers and only issue them after the MSP patron has been confirmed as eligible for the MSP trip. If the Contractor has a computerized voucher system, that has been approved by the Project Manager, then system-generated voucher numbers may be used. If the Project Manager at any time feels that the Contractor's system-generated voucher numbers compromise the voucher verification process, then the Project Manager may halt the use of system-generated voucher numbers and revert to METRO issued voucher numbers.

6.2 The Contractor shall have and maintain a computer system required to accept the download of MSP client information from METRO and to keep the MSP client database up to date. A list of the METROLift Clients and Client I.D. numbers will be furnished to the Contractor via email in a "CSV", Excel, or other file format on a weekly basis. It is the Contractor's responsibility to notify METRO if an updated list of the METROLift Clients and Client ID. numbers has not been received. It is the Contractor's responsibility to provide MSP service only to currently eligible METROLift Clients. The Contractor's computer systems must be capable of creating *.CSV and/or Excel file formal flies that contain monthly trip data for all MSP trips provided in order to allow METRO to sort all trips by driver, by patron, by date, by origin and by destination, and travel time to look for patterns, and to compute trip distance and cost totals for electronic bi-monthly reporting and invoicing. Refer to Attachment No. 2, "Structure for Database".

6.3 The Contractor shall bill on a bimonthly basis for payment and shall be accompanied by a computer listing and in "CSV" format with all MSP voucher information as requested by METRO. The Contractor shall submit all vouchers for the period billed in both an electronic format as described above and all signed completed vouchers. The Contractor shall not bill retro-active trips provided more than 15 days old. METRO shall process payment due to the Contractor based on properly documented vouchers and validated trips on a maximum allowable fare as calculated by distance between the METRO requested origin and METRO requested destination.

The billing cycle will be as follows:
- 1st through the 15th
- 16th through the end of the month.

6.4 The Contractor shall make available each week on Friday, a daily download of trips dispatched in a "CSV format". The report shall include at a minimum, all trip dispatch logs to include date, time received, time dispatched, driver number, vehicle number, client number, client name, address, estimate of miles and voucher number.
Chapter 46 - VEHICLES FOR HIRE

ARTICLE II. - TAXICABS

DIVISION 1. - GENERALLY
Sec. 46-16. - Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings assigned to them in this section, except where the context clearly indicates a different meaning:

**Daytime trip** means a taxicab trip originating between the hours of 6:00 a.m. and 8:00 p.m.

**Gross receipts** means an amount of money equal to the total of all fares received and charged for the carriage of passengers by taxicabs permitted to a permittee, including all tip revenue and reservation and billing service fees, if any. Provided, however, special passenger charges for taxicab operations at city airports and toll road fees allowable under this article shall not be included in the calculation of gross receipts.

**Hybrid-electric vehicle** means a vehicle that is propelled by the use of two or more distinct power sources consisting of an internal combustion engine and an on-board rechargeable energy storage system.

**License** means a taxicab driver's license issued pursuant to division 2 of article I of this chapter.

**Licensee** means any person in physical control of a taxicab who is the holder of a current and valid license.

**Nighttime trip** means a taxicab trip originating between the hours of 8:01 p.m. and 5:59 a.m. of the following day.

**Permit** means a current and valid permit issued by the director under this article for the operation of a taxicab.

**Permittee** means the person to whom a permit has been duly issued by the director. Any permittee who operates two or more taxicab companies under separate assumed names or different subsidiary firms or by any other means shall nevertheless be regarded as one and the same permittee for permit applications, disciplinary actions, and all other purposes relating to the administration of this article.

**Stool light** means an instrument or an accessory which is attached to a vehicle and indicates to the public that a vehicle is a taxicab.

**Street** means any public street, road, boulevard, alley, lane, highway, sidewalk, park roadway, railroad station, ship landing, ferry landing roadway, viaduct or other place under control of the city or other public authority and established by it for the use of vehicles not otherwise controlled by law or ordinance. It also means any vehicular road, driveway, or area outside of and adjacent to, or in any railroad station, ferry landing, or bus station owned by the city or other public authority that is used regularly by taxicabs for pickup and discharge of passengers, which places shall hereafter remain open to and be used by all duly permitted taxicabs without charge, except as authorized by city council, and without discrimination as to the identity of the permittee. The properties constituting the William P. Hobby Airport (HOU), the George Bush Intercontinental Airport/Houston (IAH), and the Ellington Airport (EFD) are not designated as streets under this definition.

**Taxicab** means every automobile or motor-propelled vehicle, whether the vehicle is identified or not as a taxicab as set forth herein, used for the transportation of passengers for hire over the public streets of the city, whether or not the operation extends beyond the city limits. Provided, the term taxicab shall not apply to limousines, school vehicles, emergency vehicles, jitneys, sightseeing or charter vehicles, low-speed shuttles, or transportation network vehicles that operate under a permit.
issued by the city or any other governmental regulatory authority, and, provided further, the term shall not apply to limousines that are chartered, hired or provided in connection with funeral services or any vehicles operating under a contract with the city.

*Taxicab cost index (TCI)* means a weighted combination of selected consumer price indexes and employment statistics as published by the United States Department of Labor used to measure the change in the costs of operating a taxicab.

*Taximeter* means a mechanical and/or electrical instrument that records miles or distances traveled, or time consumed, or both, during the period of engagement of taxicab service and is so constructed as to visibly record the cumulative charges to the person engaging the service.

*Virtual taximeter* means a device that utilizes software designed to record the miles or distance traveled or time consumed, or both, during the period of engagement of taxicab service and is so constructed and mounted as to visibly record and display the cumulative charges to the person engaging the service.


Sec. 46-17. - Authorized operators.

No taxicab for which a permit has been issued under this article shall be operated by anyone except the permittee or an employee of the permittee or other person who may be operating the vehicle under a written agreement specifically incorporating therein any rules, regulations, and conditions as may be reasonably required by the director to ensure compliance with applicable laws and regulations. The permittee shall be responsible for anyone operating under his permit whether as an employee or contractor. Any person driving or operating a taxicab upon the streets or other public property of the city is presumed to be an employee of the taxicab’s permittee or to have entered into a written agreement with the taxicab’s permittee.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Sec. 46-18. - General prerequisites to putting vehicle into service.

(a) Before any permittee may put a taxicab into service or replace a taxicab, he shall submit, for the director’s approval, the vehicle, the certificate of title showing the current true ownership of the vehicle, his public liability insurance policy, insurance endorsement or evidence of self-insurance and, in the case of a leased vehicle, the written lease contract.

(b) The director shall not authorize a vehicle to initially be placed into service unless it is equipped with an air conditioning system that was factory-installed by the vehicle manufacturer.


Sec. 46-19. - Reserved.

Sec. 46-20. - Age and mechanical condition of taxicabs.

A licensee or permittee shall not drive or cause to be driven upon the streets of the city any taxicab vehicle that is more than ten years old. For purposes of this requirement, a taxicab will be considered to be ten years old on April 30th of the tenth year following the manufacturer’s model year of the vehicle, regardless of the purchase date or the date it was originally placed into service.


Sec. 46-21. - Identification of vehicles generally.

(a) A permittee or licensee shall not drive or cause or suffer to be driven or operate or cause to be operated a taxicab in the city unless the taxicab has signs on the front doors on each side of the taxicab
stating the telephone number and the name or the assumed name under which the owner operates or the name of the partnership, co-partnership, association, society or corporation under which the owner operates the taxicab, as is on file with the director. The name and numbers shall be not less than three inches in length and not less than 5/16 of one inch in width and shall be a solid color that contrasts with the background. The name and numbers on the front door of the taxicab shall be placed in a location approved by the director. The telephone number shall also be placed where plainly visible on the rear of the taxicab.

(b) A permittee shall not operate or cause or suffer or allow to be operated a taxicab in the city unless and until a permit number has been assigned by the director at the time the permit is issued under this article. The number shall remain in full force and effect for each permit so long as the permit remains valid. The number shall be displayed on the taxicab in four separate and plainly visible locations as follows: on the right of the trunk lid when viewed from the rear of the taxicab; on the left of the hood when viewed from the front of the taxicab; and one on each side of the taxicab immediately below the handles of the rear doors. If a taxicab has only one rear door, then the number for the side where there is no rear door shall be placed in an alternative location designated by the director. Each number shall be not less than three inches in length and not less than 5/16 of one inch in width.


Sec. 46-22. - Vehicle color scheme.
(a) A permittee or licensee shall not drive or cause to be driven any taxicab in the city until the permittee has filed with the director, for approval, the primary color scheme that he proposes to use under his ownership or radio service. In approving or disapproving the primary color scheme submitted, the director shall consider the primary color scheme presently in use by the permittee and the primary color schemes of other permittees.

(b) All new entrant applicants who operate pursuant to a permit transferred in accordance with section 46-72 of this Code must operate vehicles that are white and all signage letters must be dark or deep green. The vehicle primary color scheme shall also have a 2-inch dark or deep green wide stripe along the length of the vehicle, placement of which shall be designated by the director. The director shall determine whether the colors submitted by the permittee comply with the requirements articulated within this section.

(c) If the director approves the primary color scheme, the permittee shall, within 15 days, deliver to the director a color photograph, of a size and kind to be approved by the director, of a taxicab of his primary color scheme, and he shall not change the primary color scheme without approval of the director.


Sec. 46-23. - Certification decals and taxicab permits.
At the time a taxicab permit is issued or renewed under this article, the director shall issue one certification decal to the permittee for the taxicab covered by the permit. The certification decal and taxicab permit shall be attached to the taxicab for which it is issued, at the place on the taxicab designated by the director and shall be affixed by the director or designee. It shall further be unlawful for any person to drive a taxicab without the certification decal being so attached.


Sec. 46-24. - Stool light.
No permittee or licensee shall operate or cause to be operated any taxicab within the city unless it is equipped with a stool light that is illuminated when the taxicab is vacant and available for hire. The stool light may be magnetic or permanently affixed to.
(1) The top of the vehicle; or

(2) The front and rear windshield; or

(3) The front dashboard and rear windshield.

If the sign light is connected to taximeter, the sign shall illuminate a "vacant" or "taxi" sign. If the sign light is not connected to the taximeter then it must illuminate a "taxi" sign. Permittees and licensees shall be authorized to display and illuminate either the taxicab permittee name or permit number on the sign light when the taximeter is not recording.


Sec. 46-25. - Passenger's right of selection.
Every person shall be allowed to select a taxicab of his choice at any place in the city.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Sec. 46-26. - Taxicabs at George Bush Intercontinental Airport/Houston.
(a) The provisions of this section shall apply to all taxicab service at any place upon the grounds of George Bush Intercontinental Airport/Houston (IAH).

(b) The director of aviation shall establish one or more locations at or near the various terminal buildings at IAH as taxicab arrival and departure loading zones for the loading and discharge of passengers and baggage by taxicabs. It shall be unlawful for any licensee to load or discharge passengers or baggage at any location within the airline terminal areas of IAH other than in a zone so established.

(c) The director of aviation shall establish taxicab standing lines to service the departure loading zones designated under subsection (b) above. It shall be unlawful for any licensee to cause his vehicle to stand upon any area of IAH other than in a designated standing line. It is a defense to prosecution under this subsection that the operator has lawfully stopped his vehicle in order to comply with a traffic control device or that the operator is actually and lawfully engaged in the loading or unloading of passengers or baggage.

(d) Except where the passenger may request the service of a particular taxicab, departing passengers at IAH terminals will be assigned to taxicabs waiting in the standing lines by starters who have been designated by the director of aviation to operate the various departure zones and standing lines. Taxicabs will be assigned from the standing lines on a first-in-line-first-to-depart basis, provided that the director of aviation shall administratively provide by rule for the priority reassignment of any taxicab operating from a standing line that receives a short trip. For purposes of this provision, short trip means a trip within an area immediately adjacent to IAH as defined on a map promulgated for that purpose by the director of aviation.

(e) A licensee carrying a passenger or passengers from IAH shall pay to the city the airport use fee established from time to time by division 3 of article II of chapter 9 of this Code. The licensee shall deposit the fee in the manner prescribed by the director of aviation, and the fee may be added by the licensee to metered fares and flat rate fares for trips originating from IAH. Where passengers are being carried to two or more destinations, the airport use fee shall be prorated among them on a per destination basis.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Sec. 46-27. - Operation at William P. Hobby Airport.
(a) The director of the department of aviation is hereby authorized to designate one or more locations on the airport adjacent to the airline terminal building at the William P. Hobby Airport (HOU) as standing and loading zones for the loading and discharge of passengers and baggage by taxicabs. It shall be unlawful for a licensee to load or discharge passengers or baggage at any other location within the airline terminal building area of the airport.
(b) A licensee carrying a passenger or passengers from the airline terminal building at the HOU shall pay to the city the airport use fee established from time to time by division 3 of article II of chapter 9 of this Code. The licensee shall deposit the fee in the manner prescribed by the director of aviation, and the fee may be added by the licensee to metered fares and flat rate fares for trips originating from HOU. Where passengers are being carried to two or more destinations, the airport use fee shall be prorated among them on a per destination basis.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Sec. 46-28. - Reserved.
Sec. 46-29. - Carrying additional passengers.
Any passenger who engages the services of a taxicab shall have the exclusive right to the passenger compartment of the taxicab. Except as provided in item (3) of subsection 46-30(a) of this Code, it shall be unlawful for a licensee to carry additional passengers unless specific permission is obtained from the passenger who originally engaged the taxicab.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Sec. 46-30. - Taximeter.
(a) A licensee or permittee shall not drive or cause or suffer or allow to be driven a taxicab in the city, unless the taxicab is equipped with a properly functioning taximeter. A licensee shall not carry a passenger, whether for hire or not, unless the taximeter is in the recording position. Provided, however, it shall be an affirmative defense to prosecution under this subsection that the only passenger in the taxicab at the time the taximeter was not in recording position was a person riding for training purposes only, and:

1. The passenger had a valid license issued by the city at the time he was riding as a passenger;

2. The passenger had not driven a taxicab within the city for 30 days or more prior to the date the defendant was charged for violation of this subsection; and

3. At the time the person was riding as a passenger, there was a sign indicating that a passenger was riding for purposes of training as a licensee. The sign must be located so that it would be visible to any person who might ride in the vehicle as a passenger for hire.

(b) A licensee may utilize a virtual taximeter, provided the virtual taximeter meets the applicable standards as established and updated or amended in the National Institutes of Standards and Technology's Handbook 44 and enforced by federal or state Departments of Weights and Measures or comparable agency or program. The virtual meter must be visible to a passenger seated in the rear of the vehicle, and the virtual taximeter must have been submitted to the city and approved by the director prior to use.

(c) Except for any deposit or scheduling fee required for taxicab vehicle for hire services provided as pre-arranged transportation services or as otherwise provided in this article, all charges and collections for hire shall be based upon the taximeter reading. The dial showing the fare shall be in full view and readily visible and readable by the passenger or passengers at all times taxi service is being rendered.

(d) Taximeters shall be inspected and sealed by the director at the time the taxicab is initially placed into service, during vehicle inspections conducted under this article, and before the taxicab is placed back into service following any repair, modification, or adjustment to the taximeter.

(e) A permittee shall not drive or cause or suffer or allow to be driven and a licensee shall not drive any taxicab on which the seal installed by the director has been removed, broken or tampered with. A permittee shall not drive or cause or suffer or allow to be driven and a licensee shall not drive any taxicab on which any modification has been made to the taximeter or virtual taximeter or to any mechanical or electrical parts of the taxicab activating the taximeter or virtual taximeter that causes rates other than those authorized in this division to be recorded and shown on the taximeter or virtual taximeter.
The director shall promulgate regulations authorizing the temporary use of a permittee-installed substitute seal on taximeters in lieu of a city-installed seal if a taximeter is installed, repaired, modified, or adjusted during either:

1. The period commencing at noon on a Friday or on the day preceding a city-observed holiday and extending until 8:00 a.m. on the next day that is not a Saturday, Sunday, or city-observed holiday; or

2. The period commencing at 5:00 p.m. Monday through Thursday until 8:00 a.m. the next business day when the department of administration and regulatory affairs resumes vehicle inspections.

Use of a temporary seal that functions and is used in accordance with all requirements of this chapter during the aforesaid periods is an affirmative defense to prosecution under this section.

Sec. 46-31. - Rates prescribed.
(a) Except for taxicabs dispatched through a mobile dispatch service, all taxicab permittees and licensees shall comply with and abide by the rates established in this section:

1. **Daytime metered travel.** For daytime trips, the metered travel fee shall be $2.75 for the first 1/11 of a mile or less plus $0.20 for each additional 1/11 of a mile or less.

2. **Nighttime metered travel.** For nighttime trips, the metered travel fee shall be $3.75 for the first 1/11 of a mile or less plus $0.20 for each additional of a mile or less.

3. **IAH flat rates.** Alternative flat rates shall be imposed for trips between George Bush Intercontinental Airport/Houston (IAH) and its geographic zones I through X. Current rates shall be posted on the website maintained by the department of administration and regulatory affairs and kept on file in the office of the city secretary, where, upon request, such rates shall be made available for viewing during normal business hours. Provided that the lesser of the applicable flat rate or the actual metered rate shall be charged. A copy of the zone map for IAH taxicab rates shall remain on file for public inspection in the office of the city secretary. The centers of the streets and geographic features noted thereon as boundary lines shall determine boundaries between adjacent zones. The foregoing zone rates exclude the airport use fees, which may be additionally imposed on metered or flat fares.

4. **HOU flat rates.** Alternative flat rates shall be imposed for trips between William P. Hobby Airport (HOU) and its geographic zones I through XI. Current rates shall be posted on the website maintained by the department of administration and regulatory affairs and kept on file in the office of the city secretary, where, upon request, such rates shall be made available for viewing during normal business hours. Provided that the lesser of the applicable flat rate or the actual metered rate shall be charged. A copy of the zone map for HOU taxicab rates shall remain on file for public inspection in the office of the city secretary. The centers of the streets and geographic features noted thereon as boundary lines shall determine boundaries between adjacent zones. The foregoing zone rates exclude the airport use fees, which may be additionally imposed on metered or flat fares.

5. **Waiting time.** An amount not to exceed $24.00 per hour may be charged for waiting time, provided the clock on the taximeter is set and regulated at a rate not to exceed $24.00 per hour.

6. **Hand luggage.** No charge will be made for hand luggage.

7. **Reservation and billing service fee:**
   a. A reservation and billing service fee may be added to the total trip charges authorized in this section, provided:
      1. The trip originates with an advance reservation; and
      2. At the request of the account holder or his authorized agent the fare and other charges are billed on account by the permittee, rather than being paid at the end of the trip.
The reservation and billing service fee shall not exceed ten percent of the total trip charges imposed, including the tip, if any.

b. Notwithstanding the foregoing, this item (7) shall not be construed to authorize the operation of a taxicab service in such manner as to constitute a chauffeured limousine service. In the event of conflict, the provisions of article IV of this chapter shall prevail.

(8) **Toll road fee.** In addition to the fees prescribed in this section, the permittees and licensees may impose a toll road fee in an amount exactly equal to any fees imposed by the Harris County Toll Road Authority for use of its facilities during the trip, provided that the imposition of the fee is noted on the posted rate card, and further provided that the passenger(s) are notified of the fee before the taxicab enters the toll road. Where passengers are being carried to two or more destinations, the toll road fees shall be prorated among them, per destination.

(9) **Alternate central business district flat rate.** An alternate flat rate of $6.00 shall be imposed for trips entirely within the central business district. All forms of payment shall be accepted for these trips.

(10) **Annual TCI review.** On or before December 31st of each year, the director shall conduct a review of the TCI, which shall be used to determine whether taxicab rates need to be adjusted. Current rates as adjusted by the TCI shall be on file in the office of the city secretary and upon request made available for viewing during normal business hours. The TCI shall be weighted as indicated in Table 46-1 below:

<table>
<thead>
<tr>
<th>Table 46-1: Taxi Cost Index Factors and Weighting</th>
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<tbody>
<tr>
<td>Fuel</td>
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<tr>
<td>Repairs and Maintenance</td>
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<tr>
<td>Parts and Equipment</td>
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<tr>
<td>Insurance</td>
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<tr>
<td>Depreciation/Return on Investment</td>
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<tr>
<td>Driver/Operator Returns—Part I</td>
</tr>
<tr>
<td>Driver/Operator Returns—Part II</td>
</tr>
<tr>
<td>Fees and Miscellaneous</td>
</tr>
<tr>
<td>Total</td>
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</tbody>
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(11) **Requested taxicab rate review.** A review of the taxicab rates may also be initiated by taxicab owners and operators by making a request in writing to the director. Upon receipt of a request for a rate review, the director shall prepare an estimate of the administrative cost of the rate review. If the taxicab owner or operator determines to proceed with the rate review, the owner or operator shall submit a cashier’s check to the director for the full amount determined by the director. The rate review shall be conducted in accordance with the procedures established for that purpose by the director. Without limitation, the director may select a representative group of taxicab owners and operators and request that they provide verified financial data and vehicle-operating data regarding their operating costs and return on investment for use as a basis in conducting the review. Following receipt and review of the information, the director shall make a recommendation to city council whether a rate adjustment is justified, and, if so, the amount of the recommended rate adjustment. If a rate adjustment is recommended to city council, then city council shall conduct a hearing before adopting any adjustment to the taxicab rate.
(12) **Annual automatic rate adjustment.** Except for years in which a rate adjustment adopted by city council under item (11) of this subsection will take effect, the director shall make an automatic rate adjustment if:

a. The TCI has changed by more than five percent since the last rate adjustment; or

b. At least three years have elapsed since the effective date of the most recent rate adjustment; provided however, an increase in the TCI resulting in a rate adjustment of ten percent or more of the current taxicab rates shall require the approval of city council.

The TCI shall be computed annually and shall be based upon the not seasonally adjusted data for the month of October, rounded to the nearest $0.05. Automatic adjustments to the rates shall be calculated by applying the percentage change in the TCI to the current six-mile fare. The new rates shall be effective February 1 of the following year. Written notice of the automatically adjusted rates shall be provided by regular mail to taxi permittees not later than the 30th day before the rates go into effect.

This item does not apply to the flat rate specified in item (9).

(b) The director shall establish a taxicab passenger capacity rating (exclusive of children in arms), which will constitute the maximum number of passengers that may be carried simultaneously.

(c) In the event two or more taxicab passengers are going to the same destination, the licensee shall collect only one fare as recorded on the taximeter. If the passengers are going to different destinations, the licensee shall clear his taximeter at the first destination and charge the first passenger the amount recorded on the taximeter, and then proceed to the next destination as though it were a completely new trip. Other destinations shall be treated likewise.

(d) Where any permittee has contracted with any department, agency or subdivision of the state, the United States or any foreign government or any nonprofit charitable organization for the transportation of passengers for the entity on a regular basis within the corporate limits of the city, the permittee is authorized, in lieu of the fares prescribed in subsection (a) above, to make other charges as are agreed to in writing by the contracting parties and filed with the director, prior to the transportation of passengers under the contract. A permittee or licensee transporting contract passengers under this subsection must fully comply with all other applicable provisions of this article.

(e) Senior citizens' discount:

(1) **Rate; restrictions.** Any taxicab passenger 60 years old or older who provides to the licensee proof of age as specified in this subsection at the time the fare is collected shall be charged a reduced fare equal to 90 percent of the fee otherwise applicable as set out in items (a)(1) through (a)(5) of this section; provided, however, the reduced fare set out in this subsection shall not be applicable any of the following situations:

a. In the event the passenger has ridden in the taxicab to the same destination with another passenger who is not an attendant but is 13 years of age or older but less than 60 years of age;

b. The passenger is a person with disabilities who is riding in the taxicab pursuant to the terms of a contract between the taxicab permittee and the Metropolitan Transit Authority; or

c. The fare is being charged to any account other than the passenger's personal account.

For purposes of this item, an attendant is a person who is accompanying a passenger because the passenger is physically or mentally unable to travel alone.

(2) **Proof of age.** To provide proof of age for the purposes of this subsection, the taxicab passenger must allow the licensee to examine one of the following identification documents that has been issued to the passenger and that has a picture of the passenger thereon:

a. A driver license or identification card issued by a state of the United States;
b. A military identification card;

c. A passport; or

d. An alien registration receipt card (Form I-551 or I-151) or border crossing card issued by the United States Immigration Service.

(3) **Posting of notice in taxicab.** A person shall not operate a taxicab unless a notice regarding the discount set out in this subsection is posted in the passenger area of the taxicab. The director shall specify the information to be set out on the notice, the size of the print, the colors, and the location where the notice shall be placed.

(f) All taxicabs dispatched through a mobile dispatch service shall display their fare rate and provide a fare rate estimator on their website, internet-enabled application, or digital platform used by the permittee to connect drivers and passengers.


Sec. 46-32. - Posting of license and other information.

(a) Each permitted taxicab shall be equipped with a license and rate card holder approved by the director. The holder shall be mounted on the taximeter or dashboard of the taxicab in a conspicuous location where the contents thereof may be seen by the passengers. It shall be the duty of the permittee and licensee to place in the holder the city-issued license containing a picture of the licensee, the licensee's name and description, and a rate card showing the name of the permittee and the approved taxicab rates specified in section 46-31 of this Code. The size and contents of the license and the rate cards shall be approved by the director.

(b) It shall be the duty of the permittee and licensee of each taxicab to ensure that the taxicab has cards posted showing the rates for travel to and from IAH and to and from HOU for each zone as specified in section 46-31 of this Code and a map depicting the zones. One card shall be posted on the dashboard in a location conspicuous to a passenger in the front seat and the other card shall be posted on the back of the front seat or at the top of the inside of either rear door window so that the contents thereof can be seen by the other passengers riding in the cab. The director shall specify the size of print, the colors, and the information to be provided on each card as he finds necessary so that the information may be read by passengers.

(c) It shall be the duty of each permittee and licensee to post a card with the telephone numbers of the director and the permittee for complaint purposes regarding taxicab services or charges. This card shall be mounted adjacent to the rate cards required by this section and shall instruct the passenger that if he wishes to file a complaint, he should obtain the taxicab number as posted on the taxicab, date, time, destination, and fare charged. The director shall approve the size of the print, the colors, and the information to be provided on each card as he finds necessary so that the information may be easily read by passengers.

(d) It shall be the duty of each permittee and licensee to post a card that indicates whether smoking is permitted or prohibited in the taxicab. The director shall approve the size of the print, the colors, and the information to be provided on each card as he finds necessary so that the information may be easily read by passengers.

(e) In lieu of placement of the information cards required in this section, the director may authorize the information to be displayed on the passenger information module in the rear of the vehicle.


Sec. 46-33. - Payment method.

(a) A licensee or permittee shall not drive or cause or suffer or allow to be driven a taxicab in the city, unless it is equipped with a properly functioning credit card payment device integrated with a global
positioning satellite system. Additionally, it shall be unlawful for any permittee or licensee to refuse to accept a passenger's payment of posted rates by credit card. The payment by credit card shall be through the credit card payment device integrated with the meter and global positioning satellite system. The use of other credit card payment devices is expressly prohibited.

(b) The credit card payment device integrated with a global positioning satellite system shall be inspected and approved by the director at the time the taxicab is initially placed into service, during vehicle inspections conducted under this article, and before the taxicab is placed back into service following any repair, modification, or adjustment to the taximeter.


Sec. 46-34. - Receipt for payment of fare.

No licensee of any taxicab, upon receiving full payment for a fare as authorized by this article, shall refuse to give a receipt upon the request of any passenger making the payment. A receipt provided to the passenger via the passenger's e-mail address shall be sufficient for purposes of providing a receipt for payment upon the request of any passenger. Additionally, the permittee shall make available to each licensee a receipt book or other electronic instrument capable of creating a payment record required by this section.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Sec. 46-35. - Required operation; taking vehicles out of service generally.

(a) Permittees shall pick up or accept delivery of any permit(s) initially granted under division 2 of this article and place the taxicab(s) into service as follows:

(1) The permittee shall pick up or accept delivery of the permit(s) and place the taxicab(s) into service within 180 days subsequent to the date of the granting of the permits; and

(2) If any permit is not obtained or any taxicab is not placed into service as provided herein, the permit shall be automatically revoked, and the director shall cause the permittee to surrender any certification decals or other permit indicia that have been issued.

(b) Permittees shall operate or cause their taxicabs to be operated whenever public convenience requires that the taxicabs be in operation. The director may order any or all permittees to put into operation any taxicab not then in operation whenever public convenience requires that all permitted taxicabs be in operation.

(c) Permittees may take out of service those taxicabs that require repairs or that need to be taken out of service for any other reason, with the exception that permittees having ten or more taxicab permits must have not less than 60 percent of their taxicabs in operable condition and in service at all times. Permittees having fewer than ten taxicab permits must have not less than 50 percent of their taxicabs in operable condition at all times. Permittees shall furnish the director with quarterly reports demonstrating the percentage of their taxicabs in operable condition and in service at all times.

(d) The director may, upon the request of a permittee and the surrender of one or more taxicab permits to the director, hold surrendered permits for the permittee for a period not to exceed one year without revoking the permits for nonuse. The director may hold permits for a permittee as herein provided when the circumstances causing their non-utilization are beyond the control of the permittee and when the holding of the permit(s) by the director would not adversely affect public convenience. Only permittees who hold ten permits or fewer may use illness as a reason to request the holding of permits. The permittee must provide to the director verifiable proof/documentation of the circumstances, and the circumstances must be specifically related to the permittee's illness. The director may hold permits as herein provided once in a five-year period commencing on the date the surrender is accepted by the director. Once any of a permittee's permits are surrendered to the director for holding, no other permit held by the same permittee may be surrendered for holding during the five-year period. Permits surrendered by the permittee must be redeemed by the end of the surrender period by payment of all fees due, plus interest. The applicable interest rate shall be based on the rate of interest for variable
rate demand obligations as fixed by the city's financial underwriting firm and shall be the average of that rate current as of the date of acceptance of surrender of the permits by the director and that rate current as of the date of redemption of the permits. Permits not redeemed within 30 days following the surrender period will automatically be revoked. A permittee who has paid the requisite fee is not entitled to a refund of the fee under the provisions of section 46-66(b) of this Code.


Sec. 46-36. - Removal of identification marks when vehicle retired from service.
No permittee shall dispose of a taxicab that is being retired from service until all marks of taxicab identification have been removed therefrom.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Sec. 46-37. - Inspection by city—Generally.
(a) The director shall cause each taxicab for which a permit has been issued to be inspected at the time that it is initially placed into service and thereafter at least once each year. The inspection shall be made to determine that the taxicab is in a reasonably good state of repair, clean, and equipped and being operated in compliance with all requirements of this article. The inspection shall be made at a place designated by the director. The director shall create a permanent record, in paper or electronic format, of all inspections, which shall be maintained for a period of at least two years.

(b) If the inspection reveals that a vehicle is not in a reasonably good operating condition, from the standpoint of the safety, health, and comfort of passengers, the director shall order the taxicab out of service until remedial repairs and corrections have been made. When the repairs and corrections have been made, the vehicle shall be reinspected to determine whether or not proper repairs and corrections have been made, and in no case shall the taxicab be permitted to resume its operation until the repairs and corrections have been made. It shall be unlawful for a permittee to utilize any taxicab that has been ordered out of service until the vehicle has been reinspected and the director authorizes resumption of its use.

(c) Inspections shall include, but not be limited to, the following items: vehicle identification number; taxicab number; date of purchase; foot brakes; parking brake; head lamps; tail lamps; license plate lights; stool light; dome light; horn; windshield wipers; heating, ventilating, and air conditioning systems; current state inspection sticker; rearview mirror; all glasses; cleanliness; safety; condition of paint; color scheme; certification decals; taximeter seals and readings; credit card payment device integrated with global positioning satellite system; rate card; signs; fumes; state license plates and registration sticker; speedometer readings; mileage; steering; tires; muffler and tail pipe; accuracy of taximeter; condition of the body of the vehicle and fenders.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014, eff. 2-2-2015; Ord. No. 2016-736, § 18, 10-5-2016)

Sec. 46-40. - Reserved.


Secs. 46-41—46-60. - Reserved.
DIVISION 2. - VEHICLE PERMIT
Sec. 46-61. - Definitions.
As used in this division, the following words and terms shall have the meanings assigned to them in this section.
Airport taxicab usage adjustment factor means the percentage increase or decrease between the mean annual airport taxicab usage and the base year airport taxicab usage.

Available permit number means the number of permits made available for distribution, if any, as computed for a permit computation year pursuant to section 46-63 of this Code.

Base year airport taxicab usage means either (1) the mean annual airport taxicab usage for the last preceding permit computation year in which the issuance of permits was considered, or (2) the mean annual airport taxicab usage calculated for any preceding permit computation year in which the issuance of permits was considered, wherever is greater. Notwithstanding the foregoing, the base year airport taxicab usage for permit computation year 2011 shall be 600,270.

Base year population means the mean annual population of the city for the last preceding permit computation year in which the issuance of permits was considered. Notwithstanding the foregoing, the base year population for permit computation year 2011 shall be 2,076,189.

Mean annual airport taxicab usage means the combined number of taxicab passenger trip starts commenced at George Bush Intercontinental Airport/Houston and William P. Hobby Airport during the three calendar years preceding each permit computation year as counted and compiled by the department of aviation and provided to the director. By example, the formula for determining the mean annual airport taxicab usage for permit computation year 2011 is expressed as follows:

Mean annual airport taxicab usage = (airport taxicab usage 2008 + airport taxicab usage 2009 + airport taxicab usage 2010)/3

Mean annual population means the mathematical average of the population for the city published by the United States Census Bureau as of June 30 for the three years preceding the permit computation year, whether a decennial census population or an interim estimated population. The published Census Bureau data shall be utilized without adjustment unless the planning and development director advises the director that the Census Bureau has not included territory added to the city by annexation, in which case the director of planning and development shall provide to the director an adjusted population to include, based upon Census Bureau data, the population in the annexed territory. By example, the formula for determining the mean annual population for permit computation year 2011 is expressed as follows:

Mean annual population = (Population estimate 2008 + population estimate 2009 + population estimate 2010)/3

New entrant applicant means a permit applicant who is not a permittee or principal of a permittee.

Operator means the person who is or will be principally in charge of the day-to-day operations of a permittee or applicant for a permit.

Other applicant means any permit applicant who is not a new entrant applicant.

Permit computation year means a year in which the issuance of taxicab permits shall be considered. The first permit computation year shall be 2007. The next permit computation year shall be 2011, and subsequent permit computation years shall occur at three year intervals (2014, 2017, 2020, etc.).

Permit computation year base permit number means the total number of city taxicab permits then authorized on June 1 of a permit computation year.

Permit computation year base permittee number means the number of permittees that exists as of June 1 of a permit computation year.

Permit distribution year means the calendar year immediately following the permit computation year. The first permit distribution year shall be 2008. The next permit distribution year shall be 2012, and subsequent permit distribution years shall occur at three-year intervals (2015, 2018, 2021, etc.).

Population adjustment factor means the percentage increase or decrease between the mean annual population and the base year population.
Principal means the operator and also includes in the case of a proprietorship the proprietor and proprietor’s spouse, in the case of a partnership each partner, and in the case of a corporation each corporate officer or director. For any other form of entity, the term shall include the equivalent persons as determined by the director.

Taxicab permit adjustment factor means the mean average of the population adjustment factor and the airport taxicab usage adjustment factor.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Sec. 46-62. - Required.
(a) It shall be unlawful for any person to operate or drive or cause to be operated or driven any taxicab upon and over the streets of the city unless a current permit has been issued for the taxicab by the director in accordance with this article.

(b) It is an affirmative defense to prosecution under this section that the taxicab is not being operated for the purpose of serving any passenger in exchange for consideration unless the trip originated in a jurisdiction outside the city in which the taxicab is operated in compliance with all applicable laws. The provisions of this section shall not be construed to authorize a taxicab from another jurisdiction to originate any passenger service trip within the city.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Sec. 46-63. - Computation of permits to be distributed, if any.
(a) On or before September 1 of each permit computation year, the director shall compute the taxicab permit adjustment factor, permit computation year base permit number and permit computation year base permittee number and cause the data to be published one time in a newspaper of general circulation and to be mailed to each permittee and licensee at the permittees’ and licensees’ last known addresses. The director shall provide a written explanation of the computations to any person who requests the data.

(b) Any interested person may appeal the director’s computations as published under subsection (a) by filing a notice of appeal in the director’s office on or before September 15 of the permit computation year. The appeal notice shall specify in detail the nature of any errors that are alleged in the director’s computations. In the event of an appeal, the director shall cause an appeal hearing to be conducted by a hearing examiner in which all appellants may jointly participate. The hearing examiner’s decision shall be rendered on or before October 15 and shall be final.

(c) Following the computations under subsection (a) and resolution of any appeals therefrom under subsection (b), a mathematical determination shall be made whether any taxicab permits are to be issued. If the taxicab permit adjustment factor is a negative percentage or is zero, then no permits shall be issued. If the taxicab permit adjustment factor is a positive number, then the taxicab permit adjustment factor shall be multiplied by the permit computation year base permit number, and the result is the available permit number.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Sec. 46-64. - Distribution of available permits.
(a) For purposes of distribution, the available permit number shall be divided into two categories:

(1) A number of permits equal to five percent of the available permits, rounded to the nearest whole number (with a fraction of ½ rounded up), shall be reserved for new entrant applicants.

(2) Based upon the computation provided in item (1) above, the balance of the available permit number shall be reserved for other applicants.

(b) On or before November 1 of each permit computation year, the director shall cause the computation of the available permit number to be published one time in a newspaper of general circulation.
(c) If permits are to be issued, then the publication shall also include the reservation numbers computed under subsection (a), the deadline for filing of applications, and an explanation of how to obtain filing information. If during a permit computation year, the director determines that the number of wheelchair accessible taxicabs is less than two percent of the entire taxicab fleet, the director shall cause the appropriate number of available permits listed in items (1) and (2) of subsection (a) to be designated for wheelchair accessible vehicles. Additionally, the director shall mail the information regarding permits available and filing procedures to all permittees and licensees at their last known addresses.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Sec. 46-65. - Applications.

(a) Applications for permits may be filed on or before December 1 of each permit computation year in which permits are determined to be available pursuant to section 46-63 of this Code. An application may be filed after the December 1st deadline if the application is associated with a permit transfer pursuant to section 46-72 of this Code. Each applicant shall utilize forms promulgated by the director and shall submit any information requested in accordance with instructions that shall be promulgated by the director. Without limitation of other information that the director may require in order to determine compliance with this Code and other applicable laws, the applicant shall set forth and provide the following information, which shall be sworn before a notary public or conform to minimum state law requirements for unsworn declarations:

1. The applicant's name, mailing address (and street address if different), and telephone number.

2. Evidence of the type of business enterprise that the applicant utilizes, e.g. proprietorship, partnership, or corporation, together with the identity and address of each principal.

3. Criminal history information for every principal as required by the director to determine compliance with section 1-10 of this Code.

4. Evidence that the applicant has a place of business within the metropolitan area from which the applicant's taxicab business is or will be operated and that use of the proposed location is in compliance with any applicable deed restrictions.

5. A statement indicating the number of permits requested by a new entrant applicant or an other applicant.

6. A statement indicating whether the applicant is a new entrant applicant or another applicant.

7. For new entrant applicants, evidence that the applicant's operator has within the preceding period of ten years had at least five years active and practical taxicab business experience, with at least two of those years in the city.

8. For other applicants, the identity of the permittee as defined in section 46-16 of this Code on whose behalf the application is filed.

9. Evidence that the operator is either a United States citizen or an alien legally residing in the United States with the legal right to engage in employment in the United States.

10. If the application is filed in association with section 46-72 of this Code, a statement indicating the number of permits to be transferred to the applicant.

11. Any additional information that may be reasonably requested by the director.

Each application shall be accompanied by a filing fee. The filing fee shall be an amount established by city council by motion upon recommendation of the director of administration and regulatory affairs. The fee approved under this provision shall be included in the city fee schedule.

(b) The director shall initially review each application for issuance or amendment of a permit to determine whether the application is complete and all required information has been provided. If not, the director shall return the application and advise the applicant of the deficiencies. For permit distributions, each applicant, whether a new entrant applicant or other applicant, shall be limited to the consideration of
one application per permit computation year. Applications for transfer permits shall not count against the aforementioned limit imposed upon non-transfer permit applications.

(c) An application filed by a new entrant applicant shall be considered a duplication if any principal is also named in another application. An application filed by an other applicant shall be considered to be a duplicate if it identifies the same permittee as any previously filed application. In case of multiple applications, the first one filed shall be considered, and all others shall be returned unless the applicant elects in writing to withdraw the earlier-filed application.

(d) The director shall review applications received on or before March 1 of the permit distribution year and advise each applicant whether the applicant has been determined to be qualified or unqualified. The director shall, within ten days of receiving any applications pursuant to section 46-72 of this Code, advise applicants as to whether their status has been determined to be qualified or unqualified. An applicant is considered qualified if each of the following criteria is met:

(1) The application was filed in completed form with no material inaccuracies or omissions, provided that if the application as originally filed was substantially complete and in proper form, the director shall allow an applicant a reasonable opportunity to correct any minor inaccuracies or omissions if that can be accomplished without delaying the processing of applications.

(2) Neither the applicant nor any other business entity with which any of its principals is or was then associated has transferred one or more permits to another person within the four year period preceding the date of filing of the application, exclusive of transfers made for the purpose of settlement of estates and divorce proceedings, or exclusive of transfers to effect a change in the form of entity when the principal owner in the original company remains a principal in the subsequent entity, e.g., sole proprietorship or partnership to a corporation. This item applies only to the transferor and not the transferee.

(3) The applicant and its principals are in compliance with the criminal history provisions of section 1-10 of this Code.

(4) The applicant's operator has the experience required in item (a)(7) above.

(5) The applicant's operator is a citizen or resident alien with work privileges as provided in item (a)(9) above.

(6) The applicant has a place of business within the metropolitan area as provided in item (a)(4) above.

(7) The applicant is in compliance with any other applicable requirement of this Code and other laws.

(e) Applicants who are determined to be unqualified shall also be notified of the grounds asserted for that determination and of their right to a hearing upon the determination to be conducted by an independent hearing examiner designated by the director. If the determination is based in whole or in part upon section 1-10 of this Code, then the notice and hearing procedures shall also include any requirements to comply with section 1-9 of this Code and applicable state laws. The determination of the hearing examiner with respect to the application shall be final, unless otherwise provided by law.

(f) Following the completion of the appeal hearings, if any, as provided in subsection (e), the director shall generate a list of qualified new entrant applicants and a list of qualified other applicants.


Sec. 46-66. - Drawing; distribution.

(a) Based upon the list generated for new entrant applicants in section 46-65(f) of this Code and the number of permits reserved for new entrant applicants in section 46-64(a) of this Code, the director shall conduct or cause to be conducted a public drawing to determine the granting of permits. All qualified new entrant applicants shall be invited to attend the drawing. The drawing shall be conducted in such a manner as to ensure distribution of the permits by random chance. Each new entrant applicant may receive no more than one permit.
(b) For other applicants, an equal percentage of permits shall be granted to each qualified applicant based on the total number of permits reserved for other applicants in section 46-64(a) of this Code and the total number of permits requested by qualified other applicants. For example, if a total number of 100 permits is reserved for other applicants and the qualified other applicants have cumulatively requested a total number of 200 permits, then each qualified other applicant shall receive 50 percent of the number of permits he requested. Fractional permits may not be issued. The director may adjust percentages as required equitably to dispose of fractions or conduct a public drawing in accordance with regulations promulgated for that purpose to resolve any fractional imbalance.

(c) Within five days following the completion of the drawing and distribution process, the director shall notify qualified applicants of the number of permits granted to each by mailing a notice to each qualified applicant at his last known address.

(d) In permit years in which permits are issued, a qualified other applicant who meets the criteria set forth below may petition the city council requesting that he be granted permits or additional permits in an amount not exceeding the difference between the number of permits the applicant requested in his application and the number of permits that the applicant was granted, if any, under subsection (b) above. Petitions shall be filed with the director within 30 days following the date of mailing of the notices under subsection (c) above, upon forms promulgated by the director. The director shall forward to city council each timely filed petition. In order to be considered for permits hereunder, a petitioner shall be required to demonstrate through written evidence submitted with the petition that is independently verifiable by the director that each of the following criteria has been satisfied:

1. The petitioner has had an overall vehicle utilization rate of 90 percent or more during the six-month period preceding the date of filing of the petition as determined in accordance with computation regulations established by the director. Acceptable evidence shall include lease documents or employer tax records; and

2. The petitioner’s taxicab business has sustained growth from sources other than trips departing from the city airports in a percentage at least equal to the taxicab permit adjustment factor. Acceptable evidence shall be in the form of growth in radio dispatch trips, growth in trips from contracts, growth in reservation trips (commonly known as personal trips), or any combination thereof. Percentage growth shall be measured over the three-year period preceding the filing date of the petition; provided, however, that during the 2001 permit issuance process, growth shall be measured from February 2000 to the date of filing of the petition, and a corresponding adjustment shall be made to the taxicab permit adjustment factor for purposes of petitions under this subsection (d).

(e) The total number of additional permits granted to all petitioners under this subsection may not exceed 25 percent of the available permit number. The purposes of granting additional permits, if any, by petition under this subsection are (i) to foster enhanced competition within the taxicab industry, (ii) to increase the level and quality of taxicab service available to the public for other than city airport departure trips, and (iii) to promote more efficient utilization of taxicabs, which purposes should enhance the public satisfaction and generate operating cost and fare savings. Within 60 days following the last day for filing of petitions, the director shall submit the petitions to the city council for consideration with a report setting forth and including:

1. The director’s determination whether each of the petitioners has met each of the consideration criteria set forth above and is therefore eligible or ineligible to be considered hereunder; and

2. If two or more petitioners have met each of the consideration criteria, the relative ranking of those petitioners with respect to their utilization rates and sustained growth rates for service other than trips departing from city airports.

The director shall forward the petitions and report to city council accompanied by any relevant portions of the application processing record. City council shall consider the matter based upon the petition, report, and record in the same manner as an appeal under City Council Rule 12. The decision of city council shall be based upon the consideration criteria and purposes set forth above, and the city council’s decision whether to grant any additional permits and, if so, the distribution thereof shall be final.
Sec. 46-67. - Insurance as prerequisite.
(a) Before any taxicab permit shall be issued to any person, or before renewal of any permit shall be granted, the applicant shall file an insurance policy evidencing insurance coverage complying with the requirements contained in subsection (b) below or give proof that he has qualified as a self-insurer, as the term is defined in the Texas Motor Vehicle Safety Responsibility Act as now in force or hereafter amended.

(b) The insurance required in subsection (a) shall be in the form of commercial auto liability coverage in no less than the minimum coverage amounts specified in the Texas Motor Vehicle Safety Responsibility Act issued by either a company listed as an authorized auto liability lines carrier on the Texas Department of Insurance's List of Authorized Insurance Companies or a surplus lines insurer listed on the Texas Department of Insurance's list of Eligible Surplus Lines Insurance Companies. The eligible surplus lines insurance company is required to have a Best's Rating of at least B+ and a Best's Financial Size Category of Class VI or better according to the most current edition of Best's Key Rating Guide, Property-Casually, United States. Additionally, the insurance policy must include an endorsement requiring 30 days' written notice of termination or cancellation to the director. In the event that a policy terminates or is cancelled without replacement, then each permit to which it pertains shall be suspended, and those taxicabs may not be operated. If a proper replacement policy is not provided to the director on or before the 10 th business day after the date of termination or cancellation of the policy, the permit shall automatically terminate. Proof of insurance coverage shall be maintained at all times and shall be accepted only in the authorized form approved by the Texas Department of Insurance for that purpose.

(c) A permittee will be in compliance with subsection (b) if a licensee with whom the permittee contracts obtains insurance that fulfills the standards articulated in subsection (b); however, it shall be the duty of the permittee to ensure that the licensee maintains the aforementioned valid insurance policy at all times. Additionally, upon no fewer than five days' notice, the director may require the permittee to provide access to records that demonstrate proof of financial responsibility and compliance with the insurance requirements articulated in this section.

(d) If an insurance policy maintained by a licensee under subsection (c) has lapsed or does not provide the coverage required by this section, the permittee shall provide the coverage required by this section, regardless of whether the licensee maintains insurance adequate to cover any portion of the claim.

Sec. 46-68. - Fee.
(a) The annual fee for a permit under this division is stated for this provision in the city fee schedule and is payable for each taxicab. In the event a permit is issued for a period of time less than eight months, the permit fee shall be prorated according to the number of months remaining in the permit period, payable at the rate stated for this provision in the city fee schedule for each month or fraction of a month, not to exceed the full amount of the annual fee. The reissuance of any certification decal that is lost, mutilated or otherwise rendered unusable shall be provided only upon reinspection of the taxicab.

The annual permit fee shall be paid in advance to the department of administration and regulatory affairs in three installments on or before May 1st, June 1st, and June 15th of each calendar year in amounts prescribed in the city fee schedule.

(b) Within 90 days following the expiration of any permit year a permittee may apply to the director for a refund of a portion of his permit fees if the permit fees paid for the previous permit year exceed two percent of the permittee's gross receipts. The refund application shall be made on a form promulgated by the director. The application shall state the amount of refund requested and shall be accompanied by copies of gross receipts records maintained by the permittee in a form approved by the director. The application as well as any supplementary material required by the director must be accompanied by an affidavit signed and sworn to by or on behalf of the applicant. The applicant shall state that the
application or supplement and all attachments thereto are correct and complete and do not omit any material item, and that the applicant either: (i) has personal knowledge of each matter affirmed, or (ii) has conducted a thorough investigation into each matter affirmed. Upon receipt of a complete and timely application, together with any required supplements, and after examining and investigating the refund request, the director shall either:

(1) Refund or credit to the account of the permittee the amount by which the total permit fees paid for the previous permit year exceed two percent of the permittee's total gross receipts for the previous permit year, or

(2) Deny the refund.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014; Ord. No. 2016-736, § 38, 10-5-2016.)

Editor's note—Pursuant to Ord. No. 2016-736, § 38, subsection 46-68(b) shall become effective April 1, 2017.

Sec. 46-69. - Placing newly permitted vehicles into service.
(a) A permittee shall place a taxicab into service, including any for which a permit is granted under this division, as follows:

(1) The permittee shall present the taxicab for initial placement into service and for inspection at a location authorized and identified by the director within 180 days subsequent to the date of the granting of the permits; and

(2) If any taxicab is not placed into service as provided herein, the permit shall be automatically revoked.

(b) Notwithstanding subsection (a), vehicles may be taken out of service for repairs as provided in subsection 46-35(c) of this Code, and permits may be temporarily surrendered as provided in subsection 46-35(d) of this Code.


Sec. 46-70. - Term; renewal.
A permit issued under this division shall be valid for a one-year permit term commencing on May 1 and extending through the succeeding April 30th. A permit may be renewed each year by payment of the annual fee as provided in section 46-68 of this Code.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Sec. 46-71. - Changes in principals after issuance.
Any change in principals of a permittee shall be subject to an application to be filed in the same manner as under section 46-65 of this Code for a permit application and shall only be authorized to the extent that the applicant is qualified thereunder, provided that the director may utilize modified application forms and procedures that do not require the provision of information or data that is applicable by its nature to the issuance of a new permit but not applicable to the decision process for a change in principal. The director shall authorize the permittee to continue to operate on a temporary basis pending the determination if, based upon an initial review of the application, it appears that the applicant will be determined to be qualified. If the application is denied, the permittee may not continue to utilize the permit(s), and the permit(s) shall terminate on the 30th day following notice of denial and any appeal therefrom, unless the permittee divests itself of the new principal or otherwise returns to compliance with this article.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)
Sec. 46-72. - Transfer of permits.

(a) When used in this section, the following words and terms shall have the meanings assigned to them in this subsection:

New permit means any permit that has been issued for a period of less than five years, as computed from the date of its initial issuance by the city.

Old permit means any permit that is not a new permit.

Transfer means any sale, lease, lease assignment, or other arrangement by contract or otherwise whereby a permittee allows another person on a temporary or permanent basis to make use of one or more permits that are held by the permittee except an arrangement in the nature excepted in subsection (b).

(b) The terms of this section do not apply to a license, lease, or subcontractor arrangement in conformity with section 46-17 of this Code between a permittee and an individual driver-operator that allows the driver-operator to operate a taxicab under one of the permittee's permits, provided that the permittee remains fully responsible to the city for the driver's compliance with this chapter.

(c) A permit may only be transferred to:

1. A person who is an existing permittee; or
2. A person who would be qualified to obtain a permit as a new entrant applicant under this division.

(d) Any transfer to a person who is not an existing permittee shall be subject to an application to be filed in the same manner as under section 46-65 of this Code for a permit application and shall only be allowed to the extent that the applicant is determined to be qualified thereunder. Every transfer must be approved in advance by the director.

A nonrefundable transfer fee shall be paid by the transferee at the time of application or upon transfer of the permit by the director. Any permit issued in conjunction with a permit computation conducted in 2017 or later is subject to the nonrefundable transfer fee. The transfer fee shall be five percent of the purchase price.

(e) Except as provided in this subsection, a new permit may not be transferred in any manner or by any means, whether at law, by contract or otherwise, and may only be held by the person with the same principals named as the applicant in the application filed under section 46-65 of this Code. Any alienation of a new permit or use of any taxicab operated thereunder other than in the business owned and operated by the lawful holder of the new permit shall render the permit void.

A new permit shall constitute a privilege to which no property interests or rights of any kind or character shall appertain. However, in the case of the death, disability, or unavailability of any new permittee or principal thereof or for other good cause, the city council may, by motion, upon request duly filed with the city secretary, authorize the reassignment of the new permit to a spouse, child, or other close relative of the new permittee who will carry on the business. The proposed transfer shall be first referred by the city secretary to the director of administration and regulatory affairs for a determination that the proposed transferee is qualified to receive the transfer of the new permit under the applicable provisions of this Code. A new permit shall be subject to revocation and shall be unlawful to possess to the extent that it is used in contravention of this subsection. The new permittee shall be entitled to notice and a hearing in the same manner as provided in this article for revocation of permits for other grounds.

(f) A permit that is subject to a suspension or revocation proceeding may not be transferred, nor may a suspended permit be transferred during the period of suspension.

(g) All transferred permits must be acquired by a transferee who utilizes a dispatch service.

(h) A permit may only be transferred to a new entrant applicant if the new entrant applicant has filed an application fulfilling the requirements of section 46-65 of this Code.


Secs. 46-73—46-85. - Reserved.

DIVISION 3. - RESERVED

Secs. 46-86—46-110. - Reserved.

DIVISION 4. - MISCELLANEOUS LICENSEE REQUIREMENTS

Sec. 46-111. - Reserved.

Sec. 46-112. - Reserved.

Sec. 46-113. - Limitation on hours of work.
(a) A licensee shall not drive more than 12 hours in any consecutive 24-hour period.
(b) A permittee shall not suffer or allow any licensee to drive more than 12 hours in any consecutive 24-hour period.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Sec. 46-114. - Duty to transport passengers by shortest route.
Each licensee shall transport his passengers to definite points designated by the passengers, and he shall take the most direct and shortest route to deliver the passengers safely and expeditiously to their destination.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014) Sec. 46-115. - Duty to pull to curb to load or unload.

It shall be the duty of each licensee to pull his vehicle to the curb when loading or unloading passengers.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014) Sec. 46-116. - Refusal to discharge passenger at designated place.
(a) A licensee shall not refuse to discharge a passenger at any place designated by the passenger upon the streets of the city, except when the place so designated is at a point not easily accessible by reason of an obstruction, a no parking zone, or conditions rendering the designated place or access to the designated place unreasonably hazardous.
(b) The provisions of this section shall not be deemed to excuse compliance with section 46-115 of this Code, which requires passengers to be unloaded at the curb.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014) Sec. 46-117. - Leaving taxicab while waiting at depot, airport, hotel, etc.

No licensee shall leave his taxicab for any purpose, except in emergencies, while he is waiting at a depot, airport or hotel. This section does not prohibit a licensee from assisting passengers in loading and unloading.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014) Sec. 46-118. - Reserved. Sec. 46-119. - Duty to transport within the corporate limits.

It shall be unlawful for a licensee to refuse to transport a person to a requested destination located within the corporate limits of the city.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Secs. 46-120—46-140. - Reserved.

Chapter 46 - VEHICLES FOR HIRE

ARTICLE VI. - JITNEYS
DIVISION 1. - GENERALLY
Sec. 46-321. - Definitions.
When used in this article, the following words and terms shall have the meanings assigned to them in this section, unless the context of their usage clearly indicates another meaning:

Jitney means a motorized passenger vehicle having a manufacturer's rated seating capacity of not less than nine nor more than 15 persons including the driver, that is operated in a zone carrying passengers from place to place in exchange for a fee.

Jitney service means the business of renting, leasing, or owning a "jitney," as defined in this section, including the services of a driver, for the use and convenience of the general public. Specifically excluded from this definition are the following:
(1) Vehicles, and the drivers thereof, provided for use in connection with, or attending, or participating in any phase of a funeral or funeral service;

(2) Taxicabs, pedicabs, sightseeing and charter vehicles, chauffered limousines, low speed shuttles, and transportation network vehicles permitted and licensed by the city; and

(3) All vehicles operating under a contract with the city.

License means a current and valid jitney driver’s license issued pursuant to division 2 of article I of this chapter.

Licensee means any person who is the holder of a current and valid jitney driver's license.

Permit means a current and valid jitney permit issued under division 2 of this article.

Permittee means any person, entity, business, partnership, joint venture, or corporation that holds a current and valid permit to operate a jitney service issued under division 2 of this article.

Zone means the zone for a jitney, as filed with the director in accordance with section 46-340 of this Code.


Sec. 46-322. - Reserved.
Sec. 46-323. - Article is cumulative.

This article is cumulative of all other applicable laws and ordinances. Without limitation, this article is expressly made cumulative of division 3 of article II of chapter 9 of this Code. The director shall not approve a zone that involves the operation of a jitney upon any airport terminal complex unless the permittee has first obtained an airport use permit for use of that jitney within that zone.


Sec. 46-324. - Reserved.


Secs. 46-325—46-330. - Reserved.

DIVISION 2. - LICENSES AND PERMITS
Sec. 46-331. - Permit required.
(a) It shall be unlawful for any person to operate a jitney service unless a permit has been issued for the operation of the jitney service under this article.

(b) Each applicant for a permit required by this division must:

(1) Have no conviction of an offense stated in subsection (c) of section 1-10 of this Code;

(2) Identify the make, model, manufacturer’s rated seating capacity and vehicle identification number for each vehicle the applicant desires to receive a permit for and operate as a jitney;

(3) Be 18 years of age or older, if a natural person;

(4) Be able to read and write the English language, if a natural person;

(5) Provide evidence that the applicant has a place of business within the metropolitan area from which the applicant’s jitney service will be operated and that such use of the location is in compliance with any applicable deed restrictions;

(6) Hold a current and valid class A, B or C Texas driver license;
(7) Not have had a license, permit or franchise issued under any article of this chapter denied, revoked or not renewed for cause by the city within the one-year period preceding the date of filing of the application; and

(8) Provide any other information reasonably requested by the director for administration of this article.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014; Ord. No. 2014-914, § 9, 10-8-2014; Memorandum of 1-28-2015)

Sec. 46-332. - License required.
It shall be unlawful for any person to drive a jitney unless the person holds a license issued pursuant to under this chapter.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Sec. 46-333. - Fees.
(a) There shall be a nonrefundable application processing fee in the amount stated for this provision in the city fee schedule payable upon the filing of each application for one or more permits, regardless of the number of permits requested.

(b) In addition to the application processing fee provided in subsection (a) of this section, an annual permit fee shall be payable in the amount stated for this provision in the city fee schedule for each jitney before it is placed into service and annually thereafter as provided in section 46-336 of this Code.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Sec. 46-334. - Permit application.
(a) Each person desiring to obtain one or more permits shall make application on forms provided by the director and shall include the information requested by the director for implementation of this article. The director shall initially review each application for issuance or amendment of a permit to determine whether the application is complete and all required information has been provided. If not, the application shall be returned, and the applicant shall be so advised.

(b) Upon notification by the director, each permit applicant (including the proprietor if a proprietorship, each partner if a partnership, or each corporate officer or director if a corporation) shall present himself at the location identified by the director for identification and fingerprinting to determine if he has been convicted of any applicable offense(s) as set forth in subsection (c) of section 1-10 of this Code. If so, the director shall follow the procedures set forth in section 1-9 of this Code and conduct a hearing if timely requested.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Sec. 46-335. - Review.
(a) Following review of the application, the director shall provide the applicant with written notification of the approval or denial of the requested permit(s).

(b) The submission of any false information or a materially incomplete application, including but not limited to an applicant's failure to provide any other information reasonably requested by the director, shall be immediate grounds for denial of the application. In the event that the application is denied, the applicant shall be given written notice of each reason for the denial. The applicant shall be entitled to appeal the decision if the application is denied in whole or in part upon section 1-10 of this Code. Notice of denial in whole or in part upon section 1-10 of this Code shall comply with section 1-9 of this Code and applicable state laws. If the application is denied in whole or in part on the basis of any other criteria stated in sections 46-331 and 46-332 of this Code, the applicant may request a hearing regarding the denial by submitting a written notice of appeal to the director within 15 business days
following the date that notice of the director's decision is deposited in the United States Mail, addressed to the applicant. The director shall cause an informal hearing to be conducted on the matter by a disinterested hearing officer who shall render a decision within 30 business days from the date of the filing of the appeal. In the hearing, the burden shall be upon the applicant to demonstrate that he is entitled to the issuance of the permit.

(c) If the reason for the denial of an application is curable, the director shall allow the applicant, upon the applicant's request, to submit an amendment within the time allowed in subsection (b) for an appeal, in lieu of filing an appeal. If the application is again denied, the applicant shall still be entitled to file an appeal within 15 days following the date that notice of the director's decision regarding the amended application is deposited in the United States Mail, addressed to the applicant.

(d) Following approval of an application for one or more permits, the actual permits shall not be issued until the applicant has provided the make, model, manufacturer's seating capacity and vehicle identification number of each jitney, if not provided with the application, and also has paid the annual fee, obtained a certification decal, provided proof of insurance, provided proof of ownership or lease and filed zone and rate data for each jitney in a manner consistent with sections 46-336 through 46-340 of this Code.


Sec. 46-336. - Annual permit fee.

(a) There is hereby assessed the annual permit fee stated for this provision in the city fee schedule per jitney, which shall be paid in advance to the department of administration and regulatory affairs on or before June 1st and September 1st of each year. In the event that a permit is issued after December, then an amount equal to ½ of the foregoing fees shall be payable for the balance of the annual fee period.

(b) There shall be no fee for replacement of a jitney with another jitney.

(c) The fee imposed under this section is based upon an estimate of the fee allowed pursuant to § 502.003 of the Texas Transportation Code in the amount of two percent of gross receipts. Any permittee who wishes to do so may keep a record of gross receipts in the manner prescribed by regulation of the director. Within 90 days following the expiration of any permit year (June 1 to May 31) a permittee who has kept a record of gross receipts in the prescribed form may apply to the director for a refund of any portion of his total fees paid under this section for the previous permit year that exceeds two percent of the permittee's gross receipts from the operation of the vehicle to which the permit pertains. The refund application shall be made on a form promulgated by the director. The application shall state the amount of refund requested and shall be accompanied by copies of records maintained by the permittee in the form approved by the director. The application as well as any supplementary material required by the director must be accompanied by an affidavit signed and sworn to by or on behalf of the permittee. The permittee shall state that the application and all attachments thereto are correct and complete and do not omit any material item, and that the permittee either: (i) has personal knowledge of each matter affirmed, or (ii) has conducted a thorough investigation into each matter affirmed. Upon receipt of a complete and timely application, together with any required supplements, and after examining and investigating same, the director shall either:

(1) Refund or credit to the account of the permittee the amount stated on the application; or

(2) Deny the refund. If the refund is denied, the director shall give written notice of the reason and, upon request, shall afford the permittee an informal hearing on the matter before a disinterested hearing official.


Sec. 46-337. - Vehicle inspection; fee.

(a) It shall be unlawful for any person to drive or operate or cause to be driven or operated any jitney, unless the jitney has been inspected as required in this section and has a current and valid certification
(b) Each jitney shall be inspected before it is initially placed into service and thereafter before June 1 of each year by the director at such location as the director may specify. The director shall approve the jitney if he determines that:

1. The jitney has current Texas registration and required Texas vehicle inspection stickers for both safety and air quality, if applicable;
2. The jitney is of the approved color scheme and is marked as provided in this article;
3. The jitney is in generally sound working condition with no apparent safety-related defects, including inspection or testing of the speedometer, odometer, horn, windshield wipers, mirrors, steering, service brake, parking brake, tires, exhaust system, high beam indicator, tail lamp, stop lamps, license plate lamp, rear reflectors, turn signal lamps and headlights;
4. The jitney has a lap or lap/shoulder seat belt for the driver and for each passenger seating space to the extent that the vehicle was so equipped by the manufacturer;
5. The jitney has no seats that have been added in excess of the manufacturer's specifications; and
6. The jitney complies with all other applicable requirements of this article.

(c) Upon the satisfactory completion of the inspection, the director shall issue and permanently affix a certification decal to the lower right portion of the windshield of the jitney. In any prosecution under this section, it shall be presumed that a jitney has not been inspected as required in this section unless it has a current and valid certification decal affixed thereto.

(d) Replacement certification decals shall only be provided upon reinspection of the jitney.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Sec. 46-338. - Insurance.

(a) Before any permit shall be issued to any person, or before renewal of any permit shall be granted, the applicant shall file an insurance policy evidencing insurance coverage complying with the requirements contained in subsection (b) below or give proof that he is qualified as self-insured, including the provision of a certificate of self-insurance issued pursuant to the Texas Motor Vehicle Safety Responsibility Act as now in force or hereafter amended.

(b) The insurance required in subsection (a) shall be in the form of commercial auto liability coverage in no less than $1,000,000.00 combined single limit per accident. The insurance required shall be issued by either a company listed as an authorized auto liability lines carrier on the Texas Department of Insurance's List of Authorized Insurance Companies or a surplus lines insurer listed on the Texas Department of Insurance's List of Eligible Surplus Lines Insurance Companies. The eligible surplus lines insurance company is required to have a Best's Rating of at least B+ and a Best's Financial Size Category of Class VI or better according to the most current edition of Best's Key Rating Guide, Property-Casualty, United States. Additionally, the policy must include an endorsement requiring 30 days' written notice of termination or cancellation to the director. In the event that a policy terminates or is cancelled without replacement, then each permit to which it pertains shall be suspended, and those jitneys may not be operated. If a proper replacement policy is not provided to the director on or before the tenth day after the date of termination or cancellation of the policy, the permit shall automatically terminate. If a proper replacement policy is not provided to the director on or before the tenth business day after the date of termination or cancellation of the policy, the permit shall automatically terminate.

Sec. 46-339. - Authorized operators.

No jitney for which a permit has been issued under this article shall be operated by anyone except the permittee or an employee of the permittee or other person who may be operating the jitney under a written agreement specifically incorporating therein any rules, regulations, and conditions as may be reasonably required by the director to ensure compliance with applicable laws and regulations. The permittee shall be responsible for anyone operating under his permit whether he be an employee or other person operating under a written agreement. Any person driving or operating a jitney upon the streets or other public property of the city is presumed to be an employee of the permittee or to have entered into a written agreement with the permittee. Any person driving or operating a jitney upon the streets or other public property of the city shall be required to secure a license pursuant to the applicable provisions of this chapter.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Sec. 46-340. - Rates; zones.

(a) Each jitney shall be operated within a zone that has been filed by the permittee with the director. Except for jitneys dispatched through a mobile dispatch service, the rate for transportation of passengers within a zone shall be a fixed amount, per person. Rates may either be constant or may be differentiated between peak and off-peak hours, provided that the hours during which each rate will be imposed are specified.

(b) All jitneys dispatched through a mobile dispatch service shall display their fare rate and provide a fare rate estimator on their website, internet-enabled application, or digital platform used by the permittee to connect drivers and passengers.

(c) The permittee shall submit all proposed rates and zone cards for review and approval by the director. Rates and zones may be amended from time to time. Zones shall not be exclusive. A fee stated for this provision in the city fee schedule shall be imposed for each zone filing, per jitney. Each zone application that involves use of airport facilities shall be accompanied by the proof required under section 46-323 of this Code.

(d) Approved rate and zone cards for each jitney shall be conspicuously posted in the manner specified by regulation of the director. The zone card shall state the zone and the rate. The information shall also be posted on each side of the vehicle in a manner and location approved by the director. The director may assign zone numbers and may assign different colors of zone cards to signify fare amounts.

(e) It shall be unlawful for a licensee or permittee to provide transportation services to passengers for hire outside of the zone that has been filed with the director for that jitney; unless the jitney must operate outside of its zone due to a road closure or construction present within such zone.

(f) It shall be unlawful for a licensee or permittee to impose a fare other than as filed with the director, except for jitneys dispatched through a mobile dispatch service.

(g) It shall be unlawful to drive or operate or cause to be driven or operated any jitney without the current rate cards posted as provided by the director for the jitney.

(h) Following notice and a hearing, the director may cancel any zone that was authorized in error.

(i) Upon request a licensee shall display to the director, or other person authorized to enforce this chapter, a physical or electronic record of a ride in progress sufficient to establish that it was a prearranged transportation service through a mobile dispatch application. To the extent that trip records are contained on an electronic device, a licensee is not required to relinquish custody of the device in order to make the required display but must demonstrate to the director or other person authorized to enforce this chapter that the licensee has in his possession proof that the ride in progress is the result of a prearranged transportation service through the mobile dispatch application.

Sec. 46-341. - Transfer; nonexclusive.
(a) A permit is personal to the permittee to whom it is issued and may not be leased, rented, sold, transferred or conveyed by operation of law or otherwise. Provided, any change of proprietor, change of partnership interests or change of corporate officer or director as shown on the permit application shall render a permit void, unless an application for transfer is filed within ten days following the effective date of the change. The director shall promulgate procedures for the processing of amendments and may suspend the permit(s) pending the completion of the processing if any additional person who has acquired an interest in the business is determined to have been convicted of an applicable offense as provided in subsection (c) of section 1-10 of this Code. The fee for filing an application amendment is stated for this provision in the city fee schedule.

(b) Each permit is nonexclusive, and no limits or restrictions shall exist upon the number of jitneys that may be permitted, provided that each must be operated pursuant to a permit and in accordance with all applicable requirements of this article.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Sec. 46-342. - Permit terms; suspension.
(a) A permit shall be valid for five years from the date of its issuance.

(b) In accordance with regulations promulgated by the director, a permit may be amended, without charge, for the limited purpose of adding, deleting or substituting jitney vehicles.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Secs. 46-343—46-350. - Reserved.
DIVISION 3. - OPERATING REQUIREMENTS
Sec. 46-351. - Licensee conduct.
No licensee shall permit or allow passengers or employees to stand or ride on the running board, dash board, fender or any outside portion of the vehicle, nor shall a licensee permit any passenger to stand in such a position that the licensee’s vision forward or to the right front or left is blocked.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014; Ord. No. 2014-914, § 10, 10-8-2014)

Sec. 46-352. - Jitney equipment.
(a) It shall be unlawful for any person to drive or operate or cause to be driven or operated any jitney that is not marked in a manner and location approved by the director and equipped as provided in this section.

(b) No licensee or permittee shall drive or cause to be driven any jitney in the city until the permittee has filed with the director, for approval, the color scheme that he proposes to use in conjunction with the provision of the jitney service. In approving or disapproving the color scheme submitted, the director shall consider:

(1) The color scheme presently in use by the permittee, if any;
(2) The color schemes of other permittees; and
(3) Which permittee first used or requested approval of the color scheme.

(c) If the color scheme is approved, the permittee shall, within 15 days, deliver to the director a color photograph, of a size and kind to be approved by the director, of a jitney of his color scheme, and he shall not change the color scheme without approval of the director.

(d) Additionally, each jitney shall:

(1) Have no taximeter;
(2) Have the word "jitney" painted on each side of the vehicle in black in letters at least six inches tall with a brush stroke width of at least one inch;

(3) Have the following signage in letters not less than three inches in length nor less than 5/16 of an inch in brush stroke and of contrasting color to the background:
   a. The name and telephone number of the permittee on both front doors;
   b. The telephone number of the permittee on the rear deck or trunk lid;
   c. The permit number on the right side of the trunk or rear deck and the right side of the hood; and
   d. The current zone and rate structure for each shall be posted in a conspicuous manner in the interior of the vehicle so as to be clearly visible and understood by all passengers. In the event one jitney services multiple zones, a changeable electronic or analog sign may indicate the zone the vehicle is currently servicing.

(4) Have a dashboard-mounted holder of a type approved by the director in which shall be mounted the operator’s license, a photograph of the operator and one set of rate and zone cards approved by the director under section 46-340 of this Code; and

(5) Have a radio, mobile telephone or other means of two-way communication that may be used to request assistance in the event of an emergency.

The information required in items (2) and (3) above shall be painted upon the vehicle, provided that the director may allow the street name or zone name information only to be posted upon a magnetic sign or other removable sign of durable materials.


Sec. 46-353. - Age of vehicle.
(a) No licensee or permittee shall drive or operate or cause to be driven or operated any jitney that is more than ten years old. For purposes of this requirement, a jitney is considered to be ten years old on the 31st day of May of the tenth year following the manufacturer’s model year of the jitney, regardless of the date of its original purchase or the date it was first placed into service.

(b) A permittee or licensee may drive or cause to be driven a jitney beyond the age limitations prescribed in subsection (a) of this section provided:
   (1) The licensee or permittee submits the jitney for inspection at a location authorized and identified by the director prior to the expiration of the permit issued authorizing the operation of the jitney; and
   (2) The vehicle is determined to be in compliance with the provisions of section 46-337 of this Code and any other conditions of operation prescribed by the director.

(c) A permittee or licensee may initially submit a vehicle into service beyond the age limitations prescribed in subsections (a) and (b) of this section, provided:
   (1) The licensee or permittee submits the jitney for inspection at a location authorized and identified by the director; and
   (2) The vehicle is determined to be in compliance with the provisions of section 46-337 of this Code and any other conditions of operation prescribed by the director.

Sec. 46-354. - Operating requirements.
(a) It shall be the duty of the licensee to ensure that his jitney is operated in accordance with this section.
(b) Solicitation of passengers is unlawful. However, a licensee may indicate available space by gesture from within the jitney and may stop when flagged or hailed by a potential passenger.
(c) No jitney shall stop or stand to pick up or discharge any passenger in a taxicab zone.
(d) No jitney shall stop or stand to pick up or discharge any passenger at any place that is not upon the streets and highways designated upon the zone.
(e) No jitney shall stop or stand upon the public streets or other public property, except as required to comply with lawful traffic control devices and to discharge and pick up passengers.
(f) Additional passengers shall have the right to utilize the jitney up to the manufacturer’s rated seating capacity.
(g) A log shall be maintained within each jitney in a form prescribed by the director setting forth the hours of work of each licensee. A licensee shall not operate a jitney for more than 12 hours in any consecutive 24-hour period and a permittee shall not allow or cause any licensee to drive a vehicle in operation as a jitney more than 12 hours in any consecutive 24-hour period. Each permittee shall maintain the log for a period of six months and shall make the same available for inspection or copying upon request at the offices of the director.


The director may inspect any jitney and any records or documents required to be carried in or upon the jitney at any time upon presentation of identification to the driver in order to determine operation in compliance with the provisions of this article and the regulations adopted hereunder by the director.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Secs. 46-356—46-370. - Reserved.

Chapter 46 - VEHICLES FOR HIRE

ARTICLE IX. - TRANSPORTATION NETWORK COMPANIES

Sec. 46-501. - Scope.

The provisions of this article shall not apply to transportation which qualifies as ridesharing.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Sec. 46-502. - Definitions.

License means a current and valid transportation network driver’s license issued pursuant to division 2 of article I of this chapter.

Licensee means any person engaged in the act of driving a transportation network vehicle who is the holder of a current and valid license.

Operation of a transportation network vehicle or operating a transportation network vehicle means offering, making available, or using a transportation network vehicle to provide a transportation network service, including any time when a driver is logged onto the transportation network company’s internet-enabled application or digital platform showing that the driver is available to pick up passengers; when a passenger is in the vehicle; when the company’s dispatch records show that the vehicle is dispatched; or when the driver has accepted a dispatch and is enroute to provide transportation network service to a passenger.

Permit means a transportation network company permit.

Transportation network permittee or permittee means the holder of, or a person that is required to hold, a current valid transportation network company permit issued pursuant to this chapter.

Transportation network driver or driver means an individual affiliated with a transportation network company transporting passengers for compensation using a transportation network vehicle.

Transportation network company or TNC means a person that offers or provides a transportation network service.
Transportation network service or service means a prearranged transportation service offered or provided for compensation using an internet-enabled application or digital platform to send or transmit an electronic, radio or telephonic communication through the use of a portable or handheld device, monitor, smartphone, or other electronic device or unit that indicates the location of the passenger which information is then relayed by electronic, radio, or data communication of any type to a transportation network driver operating a transportation network vehicle.

Transportation network vehicle means any private passenger motor vehicle used to provide transportation network services. Specifically excluded from this definition are:

1. Vehicles used in connection with any phase of a funeral or funeral service;
2. Taxicabs, pedicabs, jitneys, sightseeing and charter vehicles, chauffeured limousines, school vehicles, and low speed shuttles, permitted and licensed by the city; and
3. Vehicles operating under a contract with the city.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Sec. 46-503. - Transportation network company permit required.
(a) No person shall operate a transportation network company in the city without a permit issued pursuant to this article.
(b) It shall be unlawful for any TNC permitted, licensed, or authorized by another jurisdiction to initiate transportation network service within the corporate boundaries of the city without a permit issued pursuant to this article; provided however, a transportation network vehicle operated by a driver affiliated with a TNC permitted, licensed, or authorized by or in another jurisdiction may come into the city to discharge a passenger whose trip originated outside of the city.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Sec. 46-504. - Transportation network company permit fee.
(a) The fee imposed for a permit issued pursuant to this article shall be in an amount equal to two percent of the annual gross receipts for the operation of each transportation network vehicle operated by each permittee.
(b) The fee provided in subsection (a) of this section shall be paid to the department of administration and regulatory affairs on a quarterly basis on or before the 10th day following the close of the calendar month for which the quarterly payment is calculated.
(c) The initial payment shall cover the period beginning from the date the permit was issued to the permittee. Upon the submission of each quarterly payment, the permittee shall file with the director a financial report itemizing the components of the permittee’s gross receipts for the payment period. All permittees shall utilize any forms promulgated by the director for the submission of the required financial reports and shall submit the financial reports in accordance with any instructions, rules, or regulations promulgated by the director.
(d) Upon ten days’ notice to the permittee, the director shall have the right to inspect the permittee’s records the director deems necessary and appropriate to determine that the permittee is in compliance with the requirements of this section.
(e) The fees established in this section shall be payable in addition to any other applicable fees imposed by this Code or other ordinances of the city.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Sec. 46-505. - Transportation network permit term.
(a) Permits shall be issued for a term of five years. Permittees desiring to have reissuance of their permit shall, at least 30 days prior to the expiration of the permit, file with the director a written application for
a renewal of their permit. Except as otherwise expressly stated, renewals shall be subject to the same requirements set forth in this article for issuance of new permits.

(b) A permit is specific to the permittee to whom it is issued and may not be transferred or otherwise assigned. Any change of ownership, partnership interests, corporate officer or director as shown on the permit application shall render a permit void, unless an application for an amendment is filed within ten days following the effective date of the change. The director shall promulgate procedures for the processing of amendments and may suspend the permit pending the completion of the processing if any additional person who has acquired an interest in the business is determined to have been convicted of an offense listed in section 1-10(c) of this Code.

(c) Each permit is nonexclusive, and no limits or restrictions shall exist upon the number of transportation network vehicles that may be operated provided that each must be operated pursuant to a permit and in accordance with all applicable requirements of this article.


Sec. 46-506. - Transportation network company permit—Application.

(a) An application for a permit shall be submitted on forms to be furnished by the director, and the applicant shall furnish the following information with each application, which shall be sworn to before a notary public or conform to minimum state law requirements for unsworn declarations:

(1) The name and form of business under which the service will be operated (If a partnership or corporation, a copy of the partnership agreement or articles of incorporation must be attached);

(2) The name, phone number, mailing address, and street address (if different from the mailing address) of the applicant’s agent for service of legal process (which information the applicant shall keep current);

(3) A schedule showing the model, manufacturer model year date, type, make, vehicle identification number, license plate number, and mileage of each motor vehicle, and a statement as to the legal ownership of each vehicle proposed to be placed into operation as a transportation network vehicle;

(4) Proof of current coverage of insurance as required in section 46-508 of this Code;

(5) A general description of the means and methodology used to charge passengers for vehicle for hire transportation services rendered;

(6) The proposed schedule of fares, rates, or other compensation to be charged by the applicant; and

(7) Any additional information as requested by the director for the administration of this division.

(b) If the applicant is a partnership or association, the partners or associates, or if the applicant is a corporation, each person who is either an officer or director shall be required to join in filing the application and all of the herein set forth provisions and requirements applicable to individual applicants shall apply to and be required of each such partner, associate, officer or director. Failure of any of the persons heretofore mentioned to meet such requirements shall be grounds to deny the application of the partnership, association or corporation.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Sec. 46-507. - Transportation network company permit—Qualifications for permit.

(a) The director shall initially review each application for the issuance or amendment of a permit to determine whether the application is complete. If not, he shall return the application to the applicant with a statement of deficiencies.
(b) The director shall review complete applications to determine whether the applicant has met all applicable requirements of this chapter and Code. In determining whether an applicant is qualified for a permit, or the renewal thereof, the director shall take into consideration whether:

1. The application was filed with no material inaccuracies or omissions, provided that if the application as originally filed was substantially complete and in proper form, the director shall allow an applicant a reasonable opportunity to correct any minor inaccuracies or omissions if that can be accomplished without delaying the processing of applications;

2. The applicant and its principals are in compliance with the criminal history provisions of section 1-10 of this Code;

3. The applicant is in compliance with all applicable city, State of Texas, and federal laws;

4. The applicant has a place of business within the metropolitan area from which the applicant's transportation network service will be operated and that such use of the location is in compliance with any applicable deed restrictions enforceable by the city; and

5. The applicant is in compliance with any other applicable requirement of this Code and other laws.

c) The director shall issue the permit if all applicable requirements of this chapter and Code have been met. If the director approves the permit, issuance shall be subject to compliance with this article, including, but not limited to, payment of any required fees, inspection of vehicles to be utilized, and submission of proof of insurance. A permit does not entitle the permittee to act as the driver of covered vehicles. A separate license is required for that purpose as provided in section 46-510 of this Code.

d) Applicants who are determined to be unqualified shall be notified of the grounds asserted for that determination and may make a written demand upon the director for a hearing within ten days of receipt of notice that it is unqualified to receive a permit. The director shall conduct a hearing within 15 business days of receipt of a timely written demand for a hearing. If at such a hearing the applicant establishes through competent evidence that the determination that the applicant was unqualified to receive a permit was based upon incorrect findings, the director shall issue the permit. If at such a hearing the determination was found to have been based upon correct findings, the determination shall become final.

e) If the denial of the permit is based in whole or in part upon section 1-10 of this Code, then the notice and hearing procedures shall also include any requirements to comply with section 1-9 of this Code and applicable state laws. The determination of the hearing examiner with respect to the application shall be final, unless otherwise provided by law.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Sec. 46-508. Transportation network company permit—Insurance required.
(a) Every permittee and transportation network driver shall comply with all applicable insurance requirements mandated by federal, State of Texas, and city laws, including those articulated in Chapter 1954 of the Insurance Code.

(b) Each applicant for the issuance or renewal of a permit shall provide proof that the applicant has automobile liability insurance, issued by either a company listed as an authorized auto liability lines carrier on the Texas Department of Insurance's List of Authorized Insurance Companies or a surplus lines insurer listed on the Texas Department of Insurance's List of Eligible Surplus Lines Insurance Companies. The eligible surplus lines insurance company is required to have a Best's Rating of at least B+ and a Best's Financial Size Category of Class VI or better according to the most current edition of Best's Key Rating Guide, Property-Casually, United States.

(b-1) Notwithstanding subsection (b) of this section, a licensee may fulfill the requisite automobile insurance requirements by maintaining personal liability insurance that complies with the standards articulated in subsection (c).

(c) The insurance required in subsection (a) shall be in the form of:
(1) Automobile liability insurance with a combined single limit for bodily injury and property damage of $1,000,000.00 per accident covering liability resulting from any occurrence arising out of or caused by the operation of a transportation network vehicle for incidents involving a driver from the time a driver is matched with and accepts a trip request through the transportation network company until the completion of the trip including the drop off of passenger(s) at their final destination, regardless of whether the driver maintains personal insurance adequate to cover any portion of the claim and regardless of whether a driver is logged onto the transportation network company’s internet-enabled application or digital platform at any point following the acceptance of the trip request; and

(2) Automobile liability insurance coverage in no less than $50,000.00 for bodily injury to or death for each person in an incident; $100,000.00 for bodily injury to or death of a person per incident; and $25,000.00 for damage to or destruction of property of other in an incident during the time that a driver for a transportation network company is logged in and available to provide vehicle for hire transportation services on the transportation network company’s internet-enabled application or website, but not actively engaged in providing the service.

(d) The insurance policy required in this section shall be (i) available to cover claims as specified in this section regardless of whether a driver maintains insurance adequate to cover any portion of the claim; (ii) disclosed on the permittee’s Internet-enabled application and website, and (iii) maintained in force at all times that the transportation network company offers or provides transportation network service.

(e) No transportation network company permit shall be issued unless the applicant first agrees to provide electronic, on-demand access to the insurance policy required in this section to the director.

(f) Each permittee shall be required to provide proof of insurance (electronic certificates of insurance) required by this section to each transportation network driver before the driver begins providing service and for as long as the driver remains available to provide service.

(g) If any insurer desires to be released from any insurance policy filed under this section, the TNC must give written notice to the director at least 30 days before release from liability occurs. The director shall demand that such TNC furnish evidence of new insurance obtained before the expiration of the policy.

(h) If any policy is cancelled or expires and no new policy is filed by the TNC before the cancellation or expiration of the original insurance, the permit shall automatically be suspended, and the TNC shall discontinue the operation of the affected vehicles within the city. If a proper replacement policy is not provided to the director on or before the tenth business day after the date of termination or cancellation of the policy, the permit shall automatically terminate.


Sec. 46-509. - Service charges and fare rates.
All permittees shall display their fare rate and provide a fare rate estimator on the website, internet-enabled application, or digital platform used by the permittee to connect drivers and passengers.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Sec. 46-510. - Transportation network drivers—License required.
It shall be unlawful for any person to operate a transportation network vehicle without a license issued pursuant to division 2 of article I of this chapter.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Sec. 46-511. - Licensee hours of operation; duty to transport within the corporate limits.
(a) A licensee shall not drive for more than 12 hours in any consecutive 24-hour period and a permittee shall not permit or cause a licensee to drive a transportation network vehicle more than 12 hours in any consecutive 24-hour period.
(b) A licensee shall not to refuse to transport a person to a requested destination located within the corporate limits of the city.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Sec. 46-512. - Transportation network vehicles—Vehicle ownership and standards.
(a) No person shall operate or cause to be operated any transportation network vehicle in the city unless and until the vehicle meets all the terms and conditions of this article.
(b) No permittee shall own or lease or provide financing for the ownership or leasing of any transportation network vehicle.
(c) In addition to all other applicable legal requirements, it shall be unlawful for any person to operate or cause to be operated any transportation network vehicle unless the vehicle:
   (1) Has at least two doors and meets applicable Federal Motor Vehicle Safety Standards for vehicles of its size, type, and proposed use; and
   (2) Is a coupe, sedan, or light-duty vehicle, including a van, minivan, sport utility vehicle, pickup truck, hatchback, or convertible.
(d) No vehicle permitted or subject to a certificate of registration and operated as vehicle for hire pursuant to articles II through VIII of this chapter shall be operated as a transportation network vehicle.
(e) The permittee and the permittee's driver shall be jointly and severally liable if the permittee causes or permits the licensee to use a vehicle that does not meet the requirements for a transportation network vehicle.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Sec. 46-513. - Transportation network vehicles—Age and mechanical condition. In addition to the provisions of section 46-514 of this Code, no licensee or permittee shall drive or cause to be driven upon the streets of the city any transportation network vehicle that is more than ten years old. For purposes of this requirement, a transportation network vehicle will be considered to be ten years old on July 31st of the tenth year following the manufacturer's model year of the vehicle, regardless of the purchase date or the date it was originally placed into service.


Sec. 46-514. - Transportation network vehicles—Inspections.
(a) Prior to using any transportation network vehicle, and annually thereafter, a permittee or licensee shall have the vehicle inspected at a facility designated by the director, and maintain complete documentation of such inspections in the vehicle at all times, and a written copy of such documentation shall be provided to the director upon request. The inspection shall be made to determine that the transportation network vehicle is in a reasonably good state of repair, clean, and equipped and being operated in compliance with all requirements of this article. Inspections shall include, but not be limited to, the following items:
   (1) Foot brakes;
   (2) Parking brakes;
   (3) Steering mechanism;
   (4) Windshield;
   (5) Rear window and other glass;
   (6) Windshield wipers;
(7) Headlights;
(8) Tail lights;
(9) Turn indicator lights;
(10) Stop lights;
(11) Front seat adjustment mechanism;
(12) Doors (open, close, lock);
(13) Horn;
(14) Speedometer;
(15) Bumpers;
(16) Muffler and exhaust system;
(17) Condition of tires, including tread depth;
(18) Interior and exterior rearview mirrors;
(19) Safety belts for driver and passenger(s); and
(20) Heating, ventilation and air-conditioning systems.

(b) Upon passing the inspection prescribed in subsection (a) of this section, the director shall issue one certification decal for the transportation network vehicle. The certification decal shall be attached and displayed at the place on the transportation network vehicle designated by the director. The permittee and the licensee shall be jointly and severally liable for any violation of this section.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Sec. 46-515. - Transportation network vehicles—Distinctive signage or emblem.

(a) In addition to the certification decal issued pursuant to section 46-514(b) of this Code, a transportation network vehicle shall display, as provided by rule, consistent and distinctive signage at all times while being operated as a transportation network vehicle. The distinctive signage shall be sufficiently large and color contrasted (i) as to be readable at a distance of at least 50 feet, and (ii) to identify a particular vehicle associated with a particular permittee. Acceptable forms of distinctive signage include, but are not limited to, symbols or signs on vehicle doors, roofs, or grilles. Magnetic or other removable distinctive signage is acceptable. Permittees shall file an illustration of their distinctive signage with the director for approval.

(b) A transportation network vehicle shall display a consistent and distinctive emblem at all times while being used to provide vehicle for hire transportation services. The director is authorized to specify, by rule, the manner of display, method of issuance, design and contents of such emblem.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)
Sec. 46-516. - Transportation network drivers—Additional operating requirements.
(a) In addition to all other applicable requirements provided by law, it shall be unlawful for any person:
   (1) To operate a transportation network vehicle within the city while not in possession of a valid Texas Driver License; or
   (2) To operate, or cause to be operated, a transportation network vehicle that does not meet all the applicable requirements of this chapter.
(b) No transportation network driver shall pick up or discharge a passenger on any portion of George Bush Intercontinental Airport/Houston (IAH) or William P. Hobby Airport (HOU) without proper authorization pursuant to chapter 9 of this Code. A licensee carrying a passenger or passengers from IAH or HOU shall pay to the city the airport use fee established from time to time by division 3 of article II of chapter 9 of this Code. Additionally, no transportation network driver shall pick up or discharge any passenger in any designated taxicab stands or loading zones.
(c) It shall be unlawful for any permittee or licensee to solicit potential passengers for vehicle for hire services at, in or near any passenger depot, hotel, airport, ship or ferry landing, bus stop or station, or upon any sidewalk or street or any other place in the city, or use any words or gestures that could be construed as soliciting a passenger for vehicle for hire transportation services.
(d) It shall be unlawful for a transportation network driver to accept or respond to passengers' or potential passengers' requests for service via traditional street hail, including hand gestures and verbal statements. It shall be unlawful for a transportation network driver to provide his or her direct phone number or email address to passengers or potential passengers to enable requests for service. A TNC shall immediately notify the department of administration and regulatory affairs and provide any evidence in its possession if it obtains actual knowledge of any violation of this subsection.
(e) It shall be the duty of each licensee to pull his transportation network vehicle to the curb when loading or unloading passengers.
(f) The permittee's internet enabled application or digital platform accessed by potential passengers shall display for the potential passenger: (1) a picture of the transportation network driver and (2) a picture of the transportation network vehicle the driver is approved to use, including the license plate number of the driver's transportation network vehicle. In addition, any permittee shall make any information displayed in the permittee's Internet-enabled application or digital platform also available on such permittee's website.
(g) The permittee shall make available on the mobile application and the receipt provided to the passenger, the contact information for the permittee's customer service liaison, including, but not limited to, the liaison's name, phone number, and e-mail address.
(h) Any permittee shall clearly disclose, on the permittee's on-line enabled application or digital platform and website, that the permittee is a TNC. Additionally, the disclosure shall state that each permittee is required to maintain insurance policies as specified in section 46-508 of this Code.
(i) Any licensee shall provide to any authorized law enforcement officer proof of the insurance policies required by this article in case of an accident involving a transportation network vehicle while operating a transportation network vehicle.
(j) Any permittee shall provide passengers an opportunity to indicate whether they require a wheelchair-accessible vehicle. If a permittee cannot provide a wheelchair-accessible transportation network vehicle, it shall provide the prospective passenger with a service that is consistent with section 46-2 of this Code.
(k) Any permittee shall have an affirmative duty to respond to requests for service and shall be responsible for the actions of any of its employees, licensees, or other person that reports to, or acts as an agent of, the permittee, for any failure to respond to a request for service.
(l) All licensees operating a transportation network vehicle shall at all times: (1) carry proof of the insurance policies required in section 46-508 of this Code covering the vehicle; (2) carry an electronic or paper copy of the agreement or terms of service between the driver and the TNC; and (3) display the certification decal and distinctive signage or emblem required by this article. A transportation network driver shall log onto the transportation network company's internet-enabled application or digital platform showing that the driver is available to pick up passengers immediately upon entering his or her transportation network vehicle with the intent to provide service.
(m) Upon request a licensee shall display to the director, or other person authorized to enforce this chapter, a physical or electronic record of a ride in progress sufficient to establish that it was a prearranged transportation service. To the extent that trip records are contained on an electronic device, a licensee is not required to relinquish custody of the device in order to make the required display but must demonstrate to the director or other person authorized to enforce this chapter that the licensee has in his possession proof of that the ride in progress is the result of a prearranged transportation service.
(n) Any terms or conditions in the agreement between the permittee and licensee, or between the permittee and any passenger, that would act as a waiver of the permittee’s liability to the passenger or to the public, are declared to be contrary to public policy, null, void and unenforceable.

(Ord. No. 2014-754, § 2(Exh. A), 8-6-2014)

Secs. 46-517—46-540. - Reserved. 12-14-2016

Chapter 46 - VEHICLES FOR HIRE

ARTICLE X. - WHEELCHAIR ACCESSIBLE SERVICE PROVIDERS

Sec. 46-541. - Scope.

The provisions of this article shall not apply to wheelchair accessible vehicles for hire operated in accordance with a permit issued pursuant to another article of this chapter.

(Ord. No. 2015-998, § 6(Exh. A), 10-14-2015)

Sec. 46-542. - Definitions.

When used in this article, the following words and terms shall have the meanings provided in this section, unless the context of their usage clearly indicates another meaning:

Wheelchair accessible service means a transportation service offered or provided to individuals with disabilities who require the use of a wheelchair on behalf of an entity that holds a valid permit or registration issued in accordance with another article of this chapter through a contractual relationship.

Wheelchair accessible service provider means an entity that contracts with another entity that holds a valid permit or registration in accordance with another article of this chapter to provide accessible service to the riding public.

Wheelchair accessible vehicle driver means an individual affiliated with a wheelchair accessible service provider transporting passengers for compensation using a wheelchair accessible vehicle.

Wheelchair accessible vehicle means any wheelchair accessible motor vehicle that is equipped with a ramp or lift or has been constructed and designed or redesigned, modified, or equipped to provide wheelchair accessible service to persons with disabilities who require the use of a wheelchair as a means of movement or ability to move from one place to another. Specifically excluded from this definition are wheelchair accessible vehicles permitted and operated in compliance with articles II through IX of this chapter.

(Ord. No. 2015-998, § 6(Exh. A), 10-14-2015)

Sec. 46-543. - Permit required.

(a) No person shall operate a wheelchair accessible service provider in the city without a permit issued pursuant to this article.

(b) It shall be unlawful for any wheelchair accessible service provider permitted, licensed or authorized by another jurisdiction to initiate wheelchair accessible service provider service within the corporate boundaries of the city without a permit issued pursuant to this article; provided however, a wheelchair accessible vehicle operated by a driver affiliated with a wheelchair accessible service provider permitted, licensed, or authorized by or in another jurisdiction may come into the city to discharge a passenger whose trip originated outside of the city.

(Ord. No. 2015-998, § 6(Exh. A), 10-14-2015)

Sec. 46-544. - Wheelchair accessible service provider permit—application and qualifications.

(a) Each person desiring to obtain a permit shall apply on forms provided by the director and shall include all information required by this article.

(b) Each permit applicant (including the proprietor if a proprietorship, each partner if a partnership, or each corporate officer or director if a corporation) shall appear at a location specified by the director for identification and fingerprinting to determine the existence of any conviction of any applicable offense set forth in subsection (c) of section 1-10 of this Code. If any conviction exists, the director
shall follow the procedures set forth in section 1-9 of this Code and conduct a hearing if timely requested.

(c) Each applicant for a permit required by this article must:

1. Have no conviction of an offense stated in subsection (c) of section 1-10 of this Code;
2. Identify the make, model, manufacturer's rated seating capacity, current rated seating capacity, and vehicle identification number for each wheelchair accessible vehicle to be used as a vehicle for hire;
3. Provide proof of insurance pursuant to the requirements of this article;
4. Not have had a license, permit, or registration issued under this chapter revoked or not renewed for cause by the city within the one-year period preceding the date of filing of the application;
5. Provide evidence that the applicant has a place of business within the metropolitan area from which the applicant's wheelchair accessible service will be operated and that such use of the location is in compliance with any applicable deed restrictions; and
6. Provide proof of a valid and current contract or service agreement with a permittee or registrant under any of articles II through IX of this chapter.
7. Provide any other information reasonably requested by the director for administration of this article.

(Ord. No. 2015-998, § 6(Exh. A), 10-14-2015)

Sec. 46-545. - Review.
(a) Following review of the application, the director shall provide the applicant with written notification of the approval or denial of the requested permit. The director shall initially review each application for issuance or amendment of a permit to determine whether the application is complete and all required information has been provided. If not, the application shall be returned, and the applicant shall be so advised.

(b) The submission of any false information or a materially incomplete application, including but not limited to an applicant's failure to provide any information reasonably requested by the director, shall be grounds for denial of the application. In the event of denial, the applicant shall be given written notice of the basis for such action. The applicant shall be entitled to appeal a decision based, in whole or in part, upon section 1-10 of this Code. Notice of any denial shall comply with section 1-9 of this Code and applicable state laws.

(c) If the application is denied on the basis of the applicant’s failure to satisfy any other requisites stated in this division, the applicant may request a hearing by submitting a written notice of appeal to the director within 15 business days following the date the director's decision is deposited in the United States Mail. An informal hearing shall be conducted by an impartial hearing officer who shall render a decision within 30 business days from the date of the filing of the appeal. At the hearing, the burden shall be upon the applicant to demonstrate that he is entitled to the permit.

(d) If the reason for the denial of an application is curable, the director shall allow the applicant, upon a written request, to submit an amendment within the time allowed in subsections (b) and (c) for an appeal, in lieu of filing of an appeal. If the application is again denied, the applicant shall still be entitled to file an appeal within 15 business days following the date the director's decision regarding the amended application is deposited in the United States Mail.

(e) Following approval of an application for a permit, the actual permit shall not be issued until the applicant has provided the make, model, manufacturer's seating capacity and vehicle identification number of each wheelchair accessible vehicle, if not provided with the application, and has paid the annual permit fee, obtained a certification decal, provided proof of insurance, provided proof of ownership or lease of each wheelchair accessible vehicle.
The director shall promulgate regulations and procedures for any required hearings which shall be consistent with sections 1-9 and 1-10 of this Code and applicable state laws.

(Ord. No. 2015-998, § 6(Exh. A), 10-14-2015)

Sec. 46-546. - License required.
It shall be unlawful for any person to operate wheelchair accessible vehicle as a vehicle for hire without a license issued pursuant to division 2 of article I of this chapter.

(Ord. No. 2015-998, § 6(Exh. A), 10-14-2015)

Sec. 46-547. - Annual permit fee.
(a) The fee for a permit under this article is stated for this provision in the city fee schedule and is payable per wheelchair accessible vehicle used as a vehicle for hire. Fees shall be paid in advance to the department of administration and regulatory affairs on or before October 1st of each year.

(b) There shall be no fee for replacement of a vehicle with another vehicle of equivalent capacity.

(c) In the event that a permit is issued after March 1, or in the event that an additional vehicle is placed into service after March 1, then an amount equal to ½ of the annual fee shall be payable for the balance of the annual fee period.


Sec. 46-548. - Vehicle inspection.
(a) It shall be unlawful for any person to operate or cause to be operated any wheelchair accessible vehicle used as a vehicle for hire, unless such vehicle has been inspected as required in this section and has a current and valid certification decal affixed thereto. Each wheelchair accessible vehicle used as a vehicle for hire shall be maintained in a safe and sanitary condition and shall be thoroughly cleaned and disinfected at least once in each 24-hour period.

(b) Each wheelchair accessible vehicle used as a vehicle for hire shall be inspected before it is initially placed into service and thereafter before October 1 of each year at such location as the director may specify. The director shall approve the wheelchair accessible vehicle used as a vehicle for hire if he determines that:

1. The wheelchair accessible vehicle used as a vehicle for hire has current Texas registration sticker and the required Texas vehicle inspection documents for both safety and air quality, if applicable;

2. The wheelchair accessible vehicle used as a vehicle for hire is in generally sound working condition with no apparent safety-related defects, including but not limited to, inspection or testing of the speedometer, odometer, horn, windshield wipers, mirrors, steering, service brake, parking brake, tires, high beam indicator, tail lamp, stop lamps, license plate lamp, rear reflectors, turn signal lamps and headlamps and any installed safety devices to assist with wheelchairs;

3. The wheelchair accessible vehicle used as a vehicle for hire has a lap or lap/shoulder seat belt for the driver and for each passenger seating space to the extent the vehicle is so equipped by the manufacturer;

4. The wheelchair accessible vehicle used as a vehicle for hire has no seats that have been added in excess of the manufacturer's specifications; the vehicle may have fewer seats than in the specifications to accommodate one or more wheelchairs, provided appropriate safety devices, including but not limited to tiedowns, a ramp, or a lift, are installed; and

5. The wheelchair accessible vehicle used as a vehicle for hire complies with all other requirements of this article.
(c) Upon the satisfactory completion of the inspection, the director shall issue and permanently affix a certification decal to the lower right portion of the windshield of the wheelchair accessible vehicle used as a vehicle for hire. In any prosecution under this section, it shall be presumed that wheelchair accessible vehicle used as a vehicle for hire has not been inspected as required in this section unless it has a current and valid certification decal affixed thereto.

(d) Replacement certification decals shall be provided only upon reinspection of the wheelchair accessible vehicle used as a vehicle for hire.

(e) The director may inspect any wheelchair accessible vehicle used as a vehicle for hire and any records or documents required to be carried in or upon the wheelchair accessible vehicle used as a vehicle for hire at any time upon presentation of identification to the driver in order to determine operation in compliance with the provisions of this article and the regulations adopted hereunder by the director.

(Ord. No. 2015-998, § 6(Exh. A), 10-14-2015)

Sec. 46-549. - Insurance.
(a) Notwithstanding any other provision of this article to the contrary, no permit shall become effective nor shall wheelchair accessible service be provided until the permittee has filed with the director the requisite proof of insurance insuring the general public against any loss or damage that may result to any person or property from the operation of a wheelchair accessible vehicle used as a vehicle for hire covered by the permit.

(b) The insurance required in subsection (a) shall be in a form of automobile liability coverage with limits of not less than $1,000,000.00 combined single limit per accident issued by either a company listed as an authorized auto liability lines carrier on the Texas Department of Insurance's List of Authorized Insurance Companies or a surplus lines insurer listed on the Texas Department of Insurance's List of Eligible Surplus Lines Insurance Companies. The eligible surplus lines insurance company is required to have a Best's Rating of at least B+ and a Best's Financial Size Category of Class VI or better according to the most current edition of Best's Key Rating Guide, Property-Casualty, United States.

(c) The insurance shall be for the protection of the passengers of wheelchair accessible vehicle used as a vehicle for hire as well as for the general public. The required insurance shall name the city as an additional insured. The policies issued under this section shall contain a provision for a continuing liability thereon up to the full amount thereof, notwithstanding any recovery thereon, and a provision requiring that 30 days written notice shall be given the city before cancellation of the policy is effective.

(d) If any insurer desires to be released from any insurance policy filed under this section, he may do so by giving written notice to the director at least 30 days before he desires to be released from liability. The director shall thereupon give written notice to the permittee and demand that the permittee furnish evidence of new insurance obtained before the expiration of the policy.

(e) If any policy is cancelled as herein provided or expires and no new policy is filed by the permittee before the cancellation or expiration of the original insurance, the permit shall automatically be suspended, and the permittee shall discontinue the operation of the affected vehicles within the city. If a proper replacement policy is not provided to the director on or before the tenth business day after the date of termination or cancellation of the policy, the license shall automatically terminate.

(f) Proof of coverage shall be accepted only in the authorized form approved by the Texas Department of Insurance for that purpose.

(Ord. No. 2015-998, § 6(Exh. A), 10-14-2015)

Sec. 46-550. - Authorized operators.
No wheelchair accessible vehicle used as a vehicle for hire shall be operated by anyone other than the permittee or an employee of the permittee or other person who may be operating the wheelchair accessible vehicle under a written agreement specifically incorporating therein any rules, regulations, and conditions as may be reasonably required by the director to ensure compliance with applicable laws and
regulations. The permittee shall be responsible for any person operating under his permit whether the person is an employee or is a person operating under a written agreement. Any person operating a wheelchair accessible vehicle as a vehicle for hire on the streets or other public property of the city is presumed to be an employee of the permittee or to have entered into a written agreement with the permittee. Any person operating a wheelchair accessible vehicle as a vehicle for hire on the streets or other public property of the city shall be required to secure a license pursuant to article I of this chapter.

(Ord. No. 2015-998, § 6(Exh. A), 10-14-2015)

Sec. 46-551. - Receipt for payment of fare.
No licensee, upon receiving full payment for a fare as authorized by this article, shall refuse to provide a receipt upon the request of any passenger making a payment. The permittee shall make available to each licensee a receipt book or other electronic instrument capable of creating a record to be used for this purpose.

(Ord. No. 2015-998, § 6(Exh. A), 10-14-2015)

Sec. 46-552. - Permit amendment; nonexclusive.
(a) A permit is personal to the permittee to whom it is issued and may not be leased, rented, sold, transferred or conveyed by operation of law or otherwise. Provided, any change of proprietor, change of partnership interests or change of corporate officer or director as shown on the permit application shall render a permit void, unless an application for amendment is filed within ten days following the effective date of the change. The director shall promulgate procedures for the processing of amendments and may suspend the permit(s) pending the completion of the processing if any additional person who has acquired an interest in the business is determined to have been convicted of an applicable offense as provided in subsection (c) of section 1-10 of this Code.

(b) Each permit is nonexclusive, and no limits or restrictions shall exist upon the number of wheelchair accessible vehicles used as a vehicle for hire that may be permitted, provided that each must be operated pursuant to a permit and in accordance with all applicable requirements of this article.

(Ord. No. 2015-998, § 6(Exh. A), 10-14-2015)

Sec. 46-553. - Permit terms.
(a) A permit shall be valid for five years from the date of issuance.

(b) In accordance with regulations promulgated by the director, a permit may be amended, without charge, for the limited purpose of deleting or substituting any number of wheelchair accessible vehicles used as a vehicle for hire; provided however, the deletion or substitution of any wheelchair accessible vehicle used as a vehicle for hire pursuant to a current and valid permit shall require an inspection as provided for in section 46-548 of this Code.


Sec. 46-554. - Street hails prohibited.
It shall be unlawful for a wheelchair accessible vehicle driver to accept or respond to a passenger's or potential passenger's request for service via traditional street hail, including hand gestures and verbal statements. It shall be unlawful for a wheelchair accessible vehicle driver to provide his or her direct phone number or email address to a passenger or potential passenger to enable requests for service. A wheelchair accessible service provider shall immediately notify the department of administration and regulatory affairs and provide any evidence in its possession if it obtains actual knowledge of any violation of this subsection.

(Ord. No. 2015-998, § 6(Exh. A), 10-14-2015)
Sec. 46-555. - Trips under contract.
(a) It shall be unlawful for a wheelchair accessible service provider to accept or respond to requests for service other than those received through contractual arrangement with an entity that holds a current and valid permit or registration issued in accordance with another article of this chapter.

(b) A wheelchair accessible service provider may not charge rates other than those established by contract with an entity that holds a current and valid permit or registration issued in accordance with another article of this chapter. The pricing established for wheelchair accessible service must be equivalent to the pricing for non-accessible service provided to the general public by the entity that holds the current and valid permit or registration issued in accordance with another article of this chapter.

(Ord. No. 2015-998, § 6(Exh. A), 10-14-2015)

Sec. 46-556. - Vehicle age and standards.
(a) Each wheelchair accessible vehicle must be a ramp- or lift-equipped wheelchair accessible vehicle or a vehicle constructed and designed or redesigned, modified, or equipped to provide vehicle for hire transportation services to persons with disabilities who require the use of a wheelchair as a means of movement or ability to move from one place to another.

(b) Except as provided in subsection (c) of this section, a licensee or permittee shall not drive or cause to be driven upon the streets of the city any wheelchair accessible vehicle that is more than ten years old. For the purposes of this requirement, a wheelchair accessible vehicle will be considered to be ten years old on September 30th of the tenth year following the manufacturer's model year of the vehicle, regardless of the purchase date or the date it was originally placed into service.

(c) A licensee or permittee may drive or cause to be driven a wheelchair accessible vehicle indefinitely beyond the age limitation prescribed in subsection (b) of this section provided the licensee or permittee submits the wheelchair accessible vehicle for inspection each year, at a location authorized and identified by the director prior to the expiration of the permit and the director determines that the wheelchair accessible vehicle is in compliance with the provisions of section 46-548 of this Code and any other conditions of operation prescribed by the director.

METRO will supply the Contractor with this form

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IFB No. 4019000147

Contract No. 7020000062
EXHIBIT B SCOPE OF SERVICES

SCOPE OF SERVICE
FOR
GUARANTEED RIDE HOME (GRH)
TAXICAB SERVICES

1.0 SCOPE

1.1 This Scope of Service covers the requirements for the Contractor to provide same day taxicab transportation services for the Metropolitan Transit Authority of Harris County (METRO). It is METRO’s intention to purchase discounted public taxicab services as regulated by the City of Houston, Texas, “Houston, Texas, Code of Ordinances, Chapter 46”, see attachment 1.

1.2 This Scope covers the requirements for the Contractor to provide same day Guaranteed Ride Home Services (GRH) as initiated and authorized by METRO’s Vanpool Program staff and the Customer care team.

1.3 The terms operator and driver shall be used interchangeably throughout this scope. The terms patron, customer, and client shall be used interchangeably throughout this scope.

2.0 CONTRACTOR REQUIREMENTS

2.1 To participate in METRO’s GRH program, the Contractor shall have a staffed customer service line to accept requests for service from eligible customers and shall have radio dispatching capabilities. The Contractor may use web-based and app-based programs to request rides in addition to but not as a substitute for the ability to call by telephone for taxicab service.

2.2 To participate in METRO’s GRH program, the Contractor shall maintain a minimum of one hundred (100) registered taxicabs in its’ fleet to prevent excessive waiting and trip denials due to unavailable resources. At least 10% of taxicab vehicles shall be wheelchair accessible and more wheelchair accessible vehicles may be requested at METRO’s discretion to prevent excessive waiting and trip denials due to unavailable resources.

2.3 The Contractor shall provide clean and safe taxicab vehicles that are in compliance with applicable laws or regulations of governmental bodies having jurisdiction over the Contractor’s taxicab operations. This includes, but is not limited to, current vehicle registration(s), and vehicle state inspection(s).

2.4 All Contractor taxicab vehicles shall provide prompt and reliable services in response to a request by authorized METRO personnel. Each taxicab must comply with applicable City of Houston Codes and Ordinances and maintain two-way radio for communications with Contractor’s dispatcher.

2.5 Each Contractor vehicle shall be equipped with properly functioning seat belts to include seat belt extensions. Wheelchair accessible vehicles must be equipped with self-retracting securement devices that meet the Americans with Disabilities Act (ADA) requirements.

2.6 The Contractor shall be responsible for insuring that the taxicab operator responds to the proper origin of the trip and serves the eligible customer to their requested destination. The Contractor shall ensure drivers properly document all trips assigned and completed. Any incomplete or incorrect documentation will be returned to the Contractor unpaid.
2.7 The Contractor shall be responsible for the provision of GRH services to assure prompt, courteous service and in compliance with this Contract. The Contractor shall immediately inform METRO if any driver participating in this program has any complaint and or incidents that may adversely impact their ability to provide service to METRO patrons while driving for the Contractor and under this Contract.

3.0 DRIVER REQUIREMENTS

3.1 Licenses & Permits

All GRH taxicab drivers shall be appropriately licensed and permitted by the state and local governmental agencies for operation within the METRO service area. This requirement shall be complied with at all times during Contractor’s performance under this agreement, i.e., no driver in GRH taxicab service may operate with an expired, suspended, or revoked driver’s license or without a locally issued taxicab operator’s permit.

3.2 Driver Appearance

All Contractor taxicab operator’s attire shall be clean and neat at all times in a manner that will reflect credit upon both the Contractor and METRO. The operators shall be neat and practice good hygiene methods.

3.3 Driver Training

The Contractor shall conduct and require each taxicab operator to complete a driver training course/orientation to include:

- All City of Houston required training
- Accident prevention and reporting- The Contractor shall ensure that drivers practice safe driving methods and fully understand accident reporting procedures while performing services under this Contract.
- Familiarity with ADA requirements and passenger sensitivity training for ADA passengers
- Defensive Driving Course (DDC) Training – All drivers are required to have successfully completed DDC within the past twelve (12) months and shall renew DDC every 2 years.

NOTE: METRO reserves the right to monitor training throughout the term of the contract period.

The Contractor shall maintain records that each taxicab operator, authorized to provide MSP service under the terms of this contract, has completed the driver training requirements outlined in section 3.3 of the scope of services.

3.4 Removal of Drivers

The Contractor shall immediately remove any driver from METRO service for any one of, but not necessarily limited to, the following:

- Committing unsafe or inappropriate acts while providing GRH services,
- Revocation or non-renewal of a valid Texas Driver’s License
- Failure to maintain compliance with “City of Houston Code” to include, but not limited to, the number of allowable moving violations, accidents, prior criminal history, etc.
- Providing poor quality customer service on behalf of METRO and the Contractor.
3.5 Passenger Assistance

All taxicab drivers shall be polite and courteous when providing services to GRH customers. Drivers shall assist customers in and out of vehicles at the curb, including loading and unloading a reasonable amount of packages. All taxicab drivers shall assist patrons in the proper use of seat belts prior to any vehicle movement as well as ensure proper and correct wheelchair securement.

4.0 SERVICE REQUIREMENTS

4.1 GRH services shall be provided within the METRO GRH service area, which includes routes that begin or end anywhere in the eight-county area including Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery, and Waller Counties.

4.2 Taxicab operators shall respond promptly to GRH customer trip requests.

4.2.1 Operators shall pick up GRH customers within fifteen (15) minutes after receiving the trip assignment from the Contractor's dispatcher. In the event the taxicab operator fails to respond to a GRH customer trip within the time specified, the GRH customer may be instructed to call another taxicab company or TNC for the service. The GRH customer will be instructed to report the incident to METRO Customer Service. Should the first taxicab operator respond after the specified period, the customer is under no obligation to utilize the taxi service, and there will be no payment due by the customer or METRO for this late response, unless the GRH customer utilizes said taxicab.

4.2.2 METRO may provide a workstation for the Contractor's Service Representative at the METROLift dispatch area located at 1900 Main Street. The Contractor may assign staff to work in the METROLift dispatch area to help ensure timely response to service issues and shorter waiting times for METRO customers during peak service times.

4.3 The Contractor shall assume full responsibility for ensuring the safety of patrons. The Contractor shall develop, implement, and maintain a formal safety management program. The safety management program shall include, but not be limited to, accident prevention, accident investigation, retraining guidelines and procedures, criteria for determining preventability of accidents, program for internal safety meetings to reinforce safety importance and participation of the Contractor in safety related organizations. A copy of the Contractor's safety management program shall be available for review by METRO at any time during the term of the Contract.

5.0 SERVICE PROCEDURES

5.1 Guaranteed Ride Home Service (GRH)

5.1.1 METRO will initiate a request to the Contractor for a taxicab to be sent as a GRH Taxicab to cover METRO services. GRH Taxicab Services require a maximum fifteen-minute (15) response for all trips regardless of location. GRH Taxicab Services will be issued by METRO via fax, electronic transmission, or by a phone call to the Taxicab provider that METRO judges can provide the fastest response. See Attachment No. 4, "METRO GRH Form". The GRH Taxicab trips shall be reimbursed by METRO at full meter cost less the minimum discount of percent (%). METRO will authorize each GRH Taxicab trip with a notification to the Contractor to include the following information: patron name, pick-up address, drop-off address, date and trip times, trip authorization number, trip comments, and telephone numbers as
available. METRO will indicate if a wheelchair accessible vehicle is required for the GRH Taxicab trip at the time of notification.

5.1.2 The GRH Taxicab services shall be documented at all times, using a three-part business account voucher. The Contractor may request to use their own paper and/or electronic voucher system. The Contractor shall submit a sample of its three part business account vouchers, to be used for the GRH Taxicab services, to METRO’s Project Manager for approval prior to contract award. The Contractor shall ensure each driver completes a voucher with all METRO provided information in addition to the customer’s signature, driver signature, the driver ID number, the taxicab number, the actual pick-up and drop-off times at the completion of each trip, mileage and any other comments. The Contractor’s personnel shall perform a validation on each voucher to ensure mileage is reasonable for the addresses listed on the voucher. The GRH Taxicab driver shall not collect any fare from the METRO customer for these services.

5.1.3 All drivers performing GRH Taxicab trips shall redeem copies of each voucher to be sent to the Contractor’s cashier for payment. The cashier shall review each voucher for completeness and verify all information thereon. The Contractor shall retain a copy for their records. The Contractor shall send the original voucher to METRO with the bi-monthly billings. Upon receiving the copies of the trips, METRO reserves the right to verify the information for trip length and metered fare and will return any incorrect or incomplete vouchers to the Contractor for variance explanation. The Contractor shall require its drivers to note any unusual delay causing a higher fare on each voucher in order for METRO to consider compensation beyond a maximum fare. METRO will only pay for services rendered to the authorized addresses specified by METRO. METRO will not pay for any waiting time for the GRH Taxicab trips. Should the Contractor driver elect to use paid toll highways, the Contractor shall provide evidence of those charges as they directly relate to the GRH trip.

5.1.4 In the event the authorized patron fails to meet the vehicle, METRO will pay a standard $2.00 "no ride" fee. If the GRH Taxicab fails to respond within 15 minutes after the Contractor dispatches the authorized trip, the patron is under no obligation to ride. METRO may from time to time send another form of transportation to a destination of a very late patron to respond as quickly as possible. If METRO records indicate a taxicab was sent and arrived at the waiting patron’s address and the trip was instead picked up by another METRO service, METRO will pay the Back-Up service taxicab $5.00 for the "no ride" instead of $2.00.

5.2 Fare Collection

The Contractor shall be responsible for documenting each GRH trip. The total fare for GRH trips shall be established as the daily rate by the City of Houston, “Houston, Texas, Code of Ordinances» - CODE OF ORDINANCES» Chapter 46 - VEHICLES FOR HIRE”, Sec. 46-31 and rates prescribed along with the discount listed in 3.2 BID/CONTRACT AMOUNT, ITEMS AND PRICES. Upon completion of the trip, the GRH Taxicab Driver shall record the meter fare and all other information on the voucher.

6.0 DOCUMENTATION

6.1 GRH trips require a unique authorization code issued by METRO at the time service is requested. Any final voucher must include the authorization code that corresponds with each trip provided for METRO to approve payment.

6.2 The Contractor shall make available each week on Friday, a daily download of trips dispatched in a “CSV format”. The report shall include at a minimum, all trip dispatch logs to include date, time received, time dispatched, driver number, vehicle number, client number, client name, address, estimate of miles and voucher number.
6.3 The Contractor shall bill on a bimonthly basis for payment and shall be accompanied by a computer listing in "CSV" format with all GRH information as requested by METRO. The Contractor shall submit all vouchers for the period billed in both an electronic format as described above and all signed completed vouchers. The Contractor shall not bill retro-active trips provided more than 15 days old. METRO shall process payment due to the Contractor based on properly documented vouchers and validated trips on a maximum allowable fare as calculated by distance between the METRO requested origin and METRO requested destination.

The billing cycle will be as follows:

- 1\textsuperscript{st} through the 15\textsuperscript{th}
- 16\textsuperscript{th} through the end of the month.
EXHIBIT B1 GUARANTEED RIDE HOME FORM

METRO GUARANTEED RIDE HOME FORM

Place a call the number below and obtain a booking confirmation number:
713-428-5739 (Account Line) or 210-646-0712 (Yellow Cab)
After Hours: 713-428-5846
Or (Email) metrodisp@houstonyellowcab.com MetroGRH@houstonyellowcab.com

<table>
<thead>
<tr>
<th>Commuters Name</th>
<th>Contact Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Trip</td>
<td>Pick Up Time</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pick Up Address</th>
<th>Drop Off Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Building</td>
<td>Name of Location</td>
</tr>
<tr>
<td>Side for Pick Up</td>
<td>Side for Drop Off</td>
</tr>
<tr>
<td>Address</td>
<td>Address</td>
</tr>
<tr>
<td>City &amp; Zip Code</td>
<td>City &amp; Zip Code</td>
</tr>
</tbody>
</table>

Authorization Code

Booking# 43068026  GRH Acct#H5054

for METRO use only

<table>
<thead>
<tr>
<th>METRO Employee</th>
<th>Time of Call</th>
</tr>
</thead>
<tbody>
<tr>
<td>T. Bailey</td>
<td>12:40 PM</td>
</tr>
<tr>
<td>Contact Number</td>
<td>713-739-4000</td>
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</table>

<table>
<thead>
<tr>
<th>Cab Company Contact</th>
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<tbody>
<tr>
<td>Fax Received By</td>
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<tr>
<td>Trip Status by</td>
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<tr>
<td>Time</td>
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<table>
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<tr>
<th>SERVICE GUARANTEE</th>
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<tbody>
<tr>
<td>Reason</td>
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<tr>
<th>TRANSIT ROUTE #</th>
</tr>
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<tbody>
<tr>
<td>Commuter ID</td>
</tr>
<tr>
<td>Commuter #</td>
</tr>
<tr>
<td>Commuter's Supervisor</td>
</tr>
<tr>
<td>Contact Number</td>
</tr>
<tr>
<td>Commuters Work Hours</td>
</tr>
</tbody>
</table>

NOTES
EXHIBIT C CONTRACTOR'S RELEASE

Pursuant to the terms of METRO Contract No. _________, as amended, and in consideration of the sum of _______ Dollars ($_____), which has been or is to be paid under said Contract to __________________ (hereinafter called the Contractor) or its assignees, if any, the Contractor for itself and its subcontractors, upon payment of the said sum by the Metropolitan Transit Authority (hereinafter called METRO), does release and discharge METRO, its officers, agents, and employees, of and from all liabilities, obligations, claims and demand whatsoever under or arising from the said Contract, except specified claims as follows:

__________________________________________________________________________________________

(IF NONE, SO STATE)_____________________________________________________________________

IN WITNESS WHEREOF, this release has been executed this ___ day of ________, 20___.

By: ______________________________________

CERTIFICATE

I, __________________________, certify that I am __________________________ (title) of the firm named as the Contractor in the foregoing release; that __________________________ (name) who signed said release on behalf of the Contractor and its subcontractors, was the __________________________ (title) of said firm; that said release was duly signed for on behalf of said firm and is within the scope of its powers as so constituted.

(If a Corporation, affix the Corporate Seal)
8  EXHIBIT D CERTIFICATION OF RESTRICTIONS ON LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of any agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions. After a Contract is awarded by METRO, if applicable, the undersigned is also required to submit to METRO's Contracting Officer a signed copy of the Form-LLL, 'Disclosure Form to Report Lobbying,' for all sub-awards at all tiers in excess of $100,000.00.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. Once a Contract is awarded by METRO, the undersigned is also required to submit to METRO's Contracting Officer a signed copy of the certificate for all sub-contracts at all tiers in excess of $100,000.00.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this 18 day of September, 2019

Company Name: Greater Houston Transportation Company

By: Michael Spears, Michael Spears

(Signature of Company Official)

President

(Title of Company Official)
EXHIBIT E DEBARMENT AND SUSPENSION FORM

The undersigned certifies, by submission of this certification, that neither the bidder's/contractor's company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

If the company is unable to certify to any of the statements in this certification, the company shall attach an explanation to this certification.

I hereby certify that I am authorized to execute this certification on behalf of the company and certify the truthfulness and accuracy of the contents herein or attached hereto to the best of my belief. The company does/does not (strike one) have in-house legal counsel.

Company Name: Greater Houston Transportation Company

By: _______________________________ 9/18/2019

Signature of Company Official  Date

President

Title of Company Official

The following shall also be completed if the Company has in-house legal counsel:

The undersigned legal counsel for Pagel, Davis & Hill, P.C. hereby certifies that Greater Houston Transportation Co. has authority under state and local law to comply with the subject assurances and that the certification above has been legally made.

[Signature]  9/18/19

Signature of Company's Attorney  Date
Please refer to the current versions of METRO's Codes of Ethics for METRO Employees and for the METRO Board of Directors at https://www.ridemetro.org/Pages/ConflictsDisclosure.aspx
Materials from Richmond’s GRTC

- Agreement – Third Party Transportation Program
- GRTC - Request For Qualifications - RFP# 152-16-10
AGREEMENT
THIRD PARTY TRANSPORTATION PROGRAM

THIS AGREEMENT made and entered into this August 1, 2017 by and between Greater Richmond Transit Company, a public transportation company, wholly owned by the local governments of Chesterfield County and the City of Richmond, hereinafter referred to as “GRTC”, and UZURV Holdings, Inc. hereinafter referred to as “Contractor”.

In consideration of the mutual promises and conditions herein contained, the parties agree as follows:

Background
The Voucher Program is a Pilot Program for transportation service for the elderly and disabled. Persons are eligible for this service if they have physical, cognitive, emotional, and visual or other disabilities that prevent them from using GRTC’s fixed route bus system, either permanently or under certain conditions. The GRTC Voucher Program provides alternative transportation options to prequalified users of its GRTC service.

Term
The services provided within the Voucher Program will be operational for 12 months, with an option for GRTC to renew the program on a month-to-month basis until otherwise terminated by either party upon 30 days’ prior written notice to the other party. The program will be evaluated for quality, the ability to meet the needs of GRTC and the customer, and the ability to be sustainable in the future. GRTC looks forward to feedback from both CARE On-Demand customers and contractors to better shape the program going forward.

Description
1. The services will consist of:
   a) Reservation booking for same day transportation service, within the defined service hours: 7AM to 6PM Monday through Friday. These hours can be amended upon mutual agreement.
   b) Transportation for CARE customers within the CARE service area map.
   c) Origin-to-destination service to include curb-to-curb and, if necessary, door-to-door.
   d) Documentation of trip and fare information including customer name, trip origin, trip destination, date and time.
   e) Submission of associated documentation to GRTC on a bi-weekly basis for reimbursement.

2. The Voucher Program provides numerous benefits to CARE On-Demand
customers including:

a) The ability to book a same day trip within the specified hours, and minimum 2 hours in advance.

b) The ability to travel anywhere within the GRTC service area.

c) Maintain the ability to bring along one Personal Care Attendant (PCA), guests (space permitting) and service animals.

d) Extended hours of service. Call Center hours are defined as 7AM to 6PM Monday though Friday, for trips taking place between the same hours. These hours can be amended upon mutual agreement.

e) Direct, non-stop service.

3. The program is intended to serve CARE riders of all types, including all ages and types of disabilities with a wide range of special needs. These disabilities include, but are not limited to visual impairment; wheelchair users (motorized and non-motorized); frail, slow moving elderly; and persons with cognitive and developmental disabilities. Varying needs may include, but are not limited to, door to door assistance, waiting for slow moving passengers, pushing wheelchairs, folding wheelchairs and placing them in the vehicle, and driving slowly and cautiously.

4. Eligible riders also include PCAs, guests and service animals as authorized in the GRTC CARE Ride Guide. Voucher Program services are to be provided to all addresses within GRTC’s CARE service area. A map of the CARE service area is provided and a more detailed address based tool can be developed with Contractor.

5. The customer will book their trip directly with Contractor. At the time of trip booking, Contractor must identify if a passenger will require a specialized vehicle or assistance. Contractor must transport non-ambulatory clients in an appropriate wheelchair accessible vehicle.

6. GRTC clients will be furnished a preapproved Contractor list in order to select a contractor and book directly with them.

7. The customer shall contact Contractor directly, identify their pick-up and drop-off locations, and receive an estimate for the total cost of any customer portion to be paid. If the total cost of the trip exceeds $21.00, the Contractor will provide the customer with an explanation of that cost. It is anticipated customers will most frequently use the provider with the best quality; most responsive service, which best meets the customer’s need.
Contractor's Responsibilities

1. Contractor agrees to provide CARE On-Demand Services for the Voucher Program in accordance with this Agreement and all Exhibits and Certifications, which are incorporated fully and completely herein by this reference and made part of the Agreement.

2. GRTC shall reimburse Contractor up to $15.00 for one-way trips taken by verified customers of its CARE On-Demand service who choose to utilize Contractor.

3. This is a nonexclusive agreement. GRTC reserves the right to certify other eligible private transportation service companies that apply to participate in the Program.

4. Contractor shall procure vehicles, provide all required insurance, handle vehicle maintenance and management including the provision of emergency roadside assistance, coordinate the qualification of CARE On-Demand drivers, and assume the vehicle responsibilities and liabilities of the Voucher Program. Contractor must brand all vehicles with Contractor's identification. These activities shall be conducted by Contractor at its sole cost and expense, and no additional reimbursement or other compensation shall be paid by GRTC to Contractor other than the amount set forth within the Agreement.

CARE On-Demand Service Area
Voucher Program services are to be provided only to and from addresses within GRTC's CARE service area. Modifications to the fixed route network will be communicated to Contractor up to 30 days in advance. No trips are authorized outside of the CARE service area. During the duration of this Agreement should other current excluded areas become eligible for GRTC CARE On-Demand service, these areas shall be covered under the same terms and conditions.

Provider Fleet

1. Contractor will maintain a current fleet inventory that is available to perform trips as described herein. All vehicles used in the voucher program must be in compliance with applicable Federal Motor Vehicle Safety Standards (FMVSS) and meet the requirements of the Code of VA § 46.2-2099.48. Contractor is responsible for vehicle inspections, licensing, and registration requirements in accordance with applicable federal, state, and local laws.

2. Fleet Inventory must include:
   a) Vehicle make, model and year
   b) Number of wheelchair accessible positions in each vehicle
c) Total number of accessible vehicles available

3. Over the course of this Agreement, GRTC has the right to require Contractor to bring any vehicles used in this service to the GRTC maintenance facility for inspection up to two times in a twelve (12) month period.

Training
Contractor shall provide documentation for how drivers are trained for the following:
1. Passenger Sensitivity
2. Defensive Driving
3. Passenger Assistance

Reservations
1. Contractor shall receive contact directly from the customer to schedule a trip. The total cost to be paid by the customer will be communicated to the customer at the time of trip booking. If the total cost of the trip exceeds $21.00, the Contractor will provide the customer with an explanation of that cost. For the purposes of this program, GRTC will not pay more than $15 towards any one trip.

2. The customer shall be responsible for the first $6.00 of the trip cost, payable at the time of the reservation by electronic means either credit or debit card. GRTC will cover no more than the next $15.00 of trip cost. Costs for a one-way trip in excess of $21.00 must be paid by the customer.

3. The trip booking agent shall educate the customer of trip booking procedures at time of reservation. GRTC will furnish Contractor a CARE service area map in which trips may be performed as well as a customer list of those eligible to receive trips from this service.

4. An active client list including all eligible client names with addresses, phone numbers, and Client ID# shall be provided to Contractor as service launches and updates to that list will be provided throughout the duration of the Agreement.

Personal Care Attendants (PCA), Guests and Service Animals
Contractor will allow a PCA, guests and service animals to ride free of charge per CARE On-Demand customer. If it is determined that a PCA is necessary for an individual to travel within the system, GRTC will note this on the individual's permanent record. There is no charge for a PCA, guests or service animals as this is not a batched service, but the PCA, guests and service animals must have the same pick-up and drop-off location as the CARE On-Demand passenger for each trip.

Client Verification Process
1. GRTC will provide Contractor with a list of clients who are eligible for the service
to include their name, phone number, address, and client ID#. When the client calls in to the Contractor to make a reservation, the Contractor will obtain the clients name, and ID#. The contractor will verify client eligibility, charge the $6.00 copay and book the trip. On pick up, drivers will check the clients ID when they are picked up and verify their identity before completing the trip. Contractor may cancel any trip that client is unable to prove their eligibility. If the client is found to be at fault, their co-pay will be forfeit.

2. The following information will be completed by the Contractor and submitted to GRTC for reimbursement.
   a) Date of passenger trip
   b) Name of passenger
   c) GRTC Client ID number (to be provided by the customer)
   d) Number of companions
   e) Full pickup address with phone number
   f) Starting mileage
   g) Destination address
   h) Ending mileage
   i) Total money collected from passenger
   j) Total cost of trip

Origin to Destination Service
To meet this origin-to-destination requirement, service may need to be provided to some individuals, or at some locations, in a way that goes beyond curb-to-curb service. In those instances when reasonable assistance is required, door-to-door service must be performed. Contractor shall under no circumstances enter into any residence, building or facility as part of the passenger trip.

Pick-Up Window
For all accepted trips, the pick-up window is the timeframe when a vehicle may arrive and be considered on-time for a trip. The pick-up window shall be no earlier than 15 minutes before or 15 minutes after the scheduled pick-up time.

No Shows
1. No shows occur when a customer is not present or unwilling/unable to ride within five minutes of when the vehicle arrives within the pick-up window. GRTC reserves the right to disallow the voucher program for customers who abuse the service with excessive no-shows.

2. With any no-show, Contractor shall attempt to contact the customer prior to abandoning the trip. No-shows shall be tracked by Contractor and reported to GRTC.

3. Only completed trips will be subsidized by GRTC. No-shows, missed, and cancelled trips will not be reimbursed. $6.00 client copay will be forfeited for any trips not cancelled within 2 hours of the pick-up time.

Late Trips
After a reservation for a trip is accepted, all efforts must be made to provide the trip within the pick-up window. A late trip is defined as a trip taken outside the pick-up window. If a trip is going to be or, in fact, becomes late, the Contractor must notify the customer of the delay. Should Contractor arrive outside of the Pick-Up Window, the customer is under no obligation to utilize Contractor's service and there will be no payment due unless the customer agrees to accept the late trip. These events must be documented by Contractor and included in the monthly data reports that accompany the invoice. A pattern of late trips may result in termination of the Agreement.

Missed Trips
Missed trips are those mutually agreed upon, and reserved, but not provided. Three (3) verified missed trips over a rolling 30-day period may result in termination of the Agreement.

Required Documentation
1. Daily Dispatch Log - Contractor shall maintain a daily dispatch log of all program reservations taken, cancelled, dispatched and no-shows. This daily dispatch log shall be submitted on a biweekly basis. The dispatch log file shall also be updated with the information from each trip before they are submitted for reimbursement.

2. Complaint Log - Contractor shall maintain a customer complaint log, which will identify complaints received regarding their service both directly from the customer and through GRTC Customer Service. Included within the log shall be
a record of investigation of the complaint as well as the resolution. This log shall be submitted monthly with the Daily Dispatch Log. Both logs may reside in a single workbook as separate worksheet tabs.

3. GRTC shall pay Contractor no more than $15.00 for each trip submitted for reimbursement (completed trips only), regardless of actual trip costs incurred.

**Agreement Violations and Penalties**
1. Due to the nature of the service, timeliness and quality of service is important. A pattern of complaints received by GRTC regarding timeliness or quality of service may result in termination of the Agreement and/or procurement of service from another vendor.

2. Complaints received by GRTC or Contractor shall be researched and resolved by Contractor within three (3) business days of receipt. Failure to adequately resolve valid customer complaints by Contractor may lead to termination of the Agreement.

3. Falsely reporting a completed trip, which was not actually performed to completion is a direct violation of the Agreement between GRTC and Contractor and, as such, is grounds for termination of the Agreement.

4. GRTC reserves the right to utilize a “mystery shopper” as a method to ensure compliance with the rules set forth in the Agreement.

5. In the event of quality of service problems with any driver of Contractor, GRTC reserves the right to prohibit specific drivers from transporting GRTC clients for services covered by this Agreement.

**Insurance**
Contractor shall obtain, pay for, and keep in force during the Term hereof, and thereafter as provided, the coverage in the amounts listed in Attachment B.

**Termination and Cancellation**

1. **GRTC Rights of Termination**

GRTC may terminate this Agreement at its sole discretion and for any or no reason upon 30 days’ prior written notice to Contractor. The parties understand and agree that GRTC’s ability to make payments under this Agreement is subject to and dependent upon financial assistance provided by the U.S. Department of Transportation, the Virginia Department of Rail and Public Transportation, and the City of Richmond, Virginia. The parties further understand and agree that if
any of these governmental entities withdraws, reduces, or limits expected or actual funding to any extent, GRTC may, upon written notice to Contractor, immediately terminate this Agreement in whole or in part.

2. Right to Cancel for Default
   a. Either party may cancel this Agreement effective immediately upon written notice to the other in the case of the bankruptcy, insolvency or appointment of custodian, receiver, trustee or liquidator of the other party, or a breach by the other party of any of the terms and conditions of this Agreement, without prejudice to any other rights or remedies the non-breaching party may have, provided the breaching party fails to remedy such breach within 30 days of receiving notice of such breach.
   b. In the event either party shall engage the services of an attorney or other professional due to the default of the other party, the defaulting (non-prevailing) party shall pay all legal costs and fees, including reasonable attorney fees, incurred by the non-defaulting (prevailing) party in enforcing its rights.

Effect of Termination or Cancellation

1. When Contractor receives notice of termination or cancellation, it shall (a) discontinue its performance of the Services in accordance with GRTC’s instructions, (b) not place further orders or enter into further sub-agreements relating to the terminated services, (c) to the extent possible, terminate all existing orders with its suppliers and any sub contractors, and (d) settle all outstanding liabilities and all claims arising out of such termination of orders and sub-agreements, with the consent of the GRTC’s Contract Administrator or other expressly designated representative.

2. After termination or cancellation, GRTC shall have no further liability other than to pay for Services performed prior to the effective date of termination or cancellation.

3. Neither termination nor cancellation shall affect any rights either party may have with respect to any Services performed prior to termination or cancellation, any pending dispute, or any rights either party may have with respect to any breach occurring prior to termination or cancellation.
ATTACHMENT B

INSURANCE

Contractor agrees to provide the following insurance coverage:

A. **Commercial General Liability** (Occurrence Form), either singly or in combination with Excess or Umbrella Liability Insurance policy **covering all operations** with the following limits:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence (Bodily Injury, Property Damage)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Products and Completed Operations Aggregate Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Fire Damage Limit</td>
<td>$50,000</td>
</tr>
</tbody>
</table>

B. **Business Automobile Policy** either singly or in combination with Excess or Umbrella Liability Insurance policy **covering all operations** with the following limits:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owned, Hired or Non Owned (Per Accident)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Uninsured Motorist (Per Accident)</td>
<td>Minimum State Limits</td>
</tr>
<tr>
<td>Medical Payments (Each Person)</td>
<td>$5,000</td>
</tr>
</tbody>
</table>
Comprehensive ($5,000 Deductible – Maximum) Actual Cash Value
Collision ($5,000 Deductible – Maximum) Actual Cash Value

In the case of policies that list specific vehicles or specific drivers, proof of coverage is required to be provided to GRTC for each vehicle or driver before it can be used in service. Contractor shall be fully responsible for all physical damage deductibles to GRTC owned vehicles. In addition, Contractor shall be fully responsible for all rental costs and other costs associated with any vehicles that replace any vehicle that sustains any type of physical damage.

C. **Workers Compensation**

Part A - Statutory

Part B – Employers Liability

- Bodily Injury by Accident $500,000
- Bodily Injury by Disease (Policy Limit) $500,000
- Bodily Injury by Disease (Each Employee) $500,000

All States and Voluntary Compensation endorsements shall be included in the Workers Compensation policy. Workers Compensation shall be provided to all employees of Contractor.

D. **Excess or Umbrella Liability** (Occurrence Form) covering all operations with the following limits:

- Each Occurrence (Bodily Injury, Property Damage, Personal and Advertising Injury) $1,000,000
- General Aggregate Limit (Other than Products – Completed Operations) $2,000,000
- Products and Completed Operations Aggregate Limit $2,000,000

Excess or Umbrella policies shall list the Vehicle, Commercial General Liability and Employers Liability policies as underlying policies.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

GREATER RICHMOND TRANSIT COMPANY

Date: 7/20/17

By: 

Print: David Green

Title: Chief Executive Officer

UZURV Holdings, Inc.

Date: July 17, 2017

By: John P. Doan

Print: John P. Doan

Title: CEO
REQUEST FOR QUALIFICATIONS
RFP# 152-16-10

Issue Date: October 31, 2016

Title: Third Party Transportation Voucher Pilot Program

Issuing and Using Agency: GRTC Transit System
Attn: Tonya Thompson
Director of Procurement
301 E. Belt Boulevard
Richmond, Virginia 23224

Proposals for furnishing the services described herein will be received until: 11:00 a.m. local time on November 30, 2016.

All Inquiries For Information Should Be Directed To: ISSUING AGENCY, address listed above at Phone: (804) 358-3871, extension #372 or email tothompson@ridegrtc.com.

IF PROPOSALS ARE MAILED, HAND DELIVERED OR SENT BY COURIER, DELIVER TO: GRTC TRANSIT SYSTEM, PURCHASING DEPARTMENT, 301 E. BELT BOULEVARD, RICHMOND, VA 23224. The RFP number, date and time of proposal submission deadline, as reflected above, must clearly appear on the face of the proposal package.

In Compliance With This Request for Proposals and To All Conditions Imposed Therein and Hereby Incorporated By Reference, the Undersigned Offers and Agrees to Furnish and Install the Goods/Services Described Herein in Accordance with the Attached Signed Proposal or as Mutually Agreed Upon by Subsequent Negotiation.

Name and Address of Firm:

_________________________________________            Date: ______________________________________

_________________________________________            By: ________________________________________

(Signature in Ink)

___________________Zip Code: ______________            Name: _____________________________________

(Please Print)

Telephone: (        )  __________________________            Title: ______________________________________

Fax Number: (        ) _________________________            FEI/FIN Number:_____________________________

E-Mail Address: ____________________________________

SBSD -CERTIFIED DISADVANTAGED BUSINESS ENTERPRISE: (   ) YES (   ) NO
If YES, Certification Number: ________________
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DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: Written documentation of GRTC’s determination that the Contractor’s Work has been completed in accordance with the Contract.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by GRTC during the Solicitation period and prior to contract award.

Administrative Change: Documentation provided by GRTC to Contractor, which reflects internal GRTC procedures not affecting the Contract terms or Scope of Work.

Best and Final Offer: Best and Final Offer shall consist of the Proposer’s revised proposal, the supplemental information, and the Proposer’s Best and Final Offer. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last will govern.

Bidder/Proposer or Offeror: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a bid/proposal to perform the Work.

Buyer: Individual designated by GRTC to conduct the Contract solicitation process, draft and negotiate contracts, resolve contractual issues and support the Project Manager during Contract performance.

Change Documentation: A written document agreed upon by Project Managers, which if it creates a material change to the Contract term or Scope of Work shall be executed as a Contract Amendment.

Change Order: Written order issued by GRTC, with or without notice to sureties, making changes in the Work within the scope of this Contract.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms or scope of work, signed by both parties, with or without notice to the sureties.

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

Contract Administrator: The individual designated by GRTC to administer the Contract and be the Contractor’s primary point of contact. The Contract administrator will approve orders, receipts, invoices and document the Contractor’s performance. This Person may be the Project Manager.

Contract Period: The period of time during which the Contractor shall perform the Services or Work under the Contract.

Contract Price: Amount payable to the Contractor under the terms and conditions of the Contract for the satisfactory performance of the Services or Work under the Contract.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with GRTC for the performance of Services or Work under the Contract.

Cost Analysis: The review, evaluation and verification of cost data and the evaluation of the specific elements of costs and profit. Cost analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.

Day: Calendar Day.
Documentation: Technical publications relating to the use of the Work to be provided by Contractor under this Contract, such as reference, user, installation, systems administration and technical guides, delivered by the Contractor to GRTC.

DOT: Department of Transportation.

Final Acceptance: The point when GRTC acknowledges that the Contractor has performed the entire Work in accordance with the Contract.

FTA: Federal Transit Administration.

GRTC: Greater Richmond Transit Company.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Price Analysis: The process of examining and evaluating a price without evaluating its separate cost elements and proposed profit.

Project Manager: The individual designated by GRTC to manage the project on a daily basis and who may represent GRTC for Contract administration. This Contract may be part of a larger GRTC project.

Provide: Furnish without additional charge.

Reference Documents: Reports, specifications, and/or drawings that are available to Proposers for information and reference in preparing proposals but not as part of this Contract.

RFP or Solicitation: Request for proposals. Also known as the solicitation document.

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

Services: The furnishing of labor, time or effort by a Contractor, but not involving the delivery of any specific manufactured goods.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either the Contractor or GRTC, as applicable, and means that the Contractor or GRTC, as applicable, has thereby entered into a covenant with the other party to do or perform the same.

Specifications or Technical Specifications: A Section of the Request for Proposals consisting of written descriptions of services to be performed under this Contract.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Submittals: Information that is submitted to the Contract Administrator in accordance with the Scope of Work/Specifications.

VDMBE: Virginia Department of Minority Business Enterprise

Work: Everything to be provided and done for the fulfillment of the Contract and shall include all goods and services specified under this Contract, including Contract Amendments and settlements.
SECTION 1—INSTRUCTIONS TO PROPOSERS

1-1 Introduction

GRTC is the primary public transportation provider for the Richmond region. The company is a not-for-profit public service corporation jointly owned by the City of Richmond and Chesterfield County. Currently, GRTC operates 37 local routes and 10 express routes (including extended express routes) that provide transit service within the City of Richmond, Henrico County, and a small portion of Chesterfield County—a service area that accounts for more than 8 million passenger rides yearly.

In addition to traditional fixed-route service, GRTC provides complementary ADA paratransit service, welfare-to-work transportation, and vanpool and carpool development services. In the provision of these services, GRTC employs an active fleet of approximately 145 fixed-route transit vehicles and 80 specialized transportation vehicles. RideFinders, the rideshare component of the transit system, provides assistance to car pools and van pools.

GRTC is sponsoring the implementation of Bus Rapid Transit (BRT) along a 7.6 mile stretch of the Broad Street Corridor. The new system, named The Pulse, has a target service date of October 2017. The Pulse will improve reliability and transit times for transit riders, and support economic development throughout the Broad Street Corridor. The Pulse will offer transit service from Rockets Landing east of downtown Richmond to Willow Lawn in Henrico County.

1-2 Purpose

GRTC seeks qualified transportation companies to become contract trip providers for the GRTC third party transportation voucher program, known as CARE On-Demand.

1-3 Proposal Submission

In order to be considered for selection, Proposers must submit a complete sealed written response to this RFP. One original of each proposal and four copies, each of which are marked “Copy”, must be submitted to GRTC in addition to one electronic version on a compact disc (CD) or USB flash drive. Oversize pages used for drawings or similar purposes are not prohibited. Each proposal, complete with affidavits and certifications, will be bound together with the required RFP Cover Page and Vendor Checklist (Attachment A) on top. The package containing the proposal must be clearly marked with the words “Proposal for Third Party Transportation Voucher Program” and the time and date proposals are due.

If no proposal is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard should be sent to the GRTC Director of Procurement advising whether future solicitations for the type of supplies or services covered by this solicitation are desired. Failure of the recipient to notify GRTC that future solicitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by this solicitation.

1-4 Postponement or Cancellation of Request for Proposals

GRTC reserves the right to cancel the RFP at any time or change the date and time for submitting proposals by announcing same prior to the date and time established for proposal submittal.

1-5 Proposal Signature

Each proposal shall include the RFP Cover Page signed by a person authorized to bind the proposing firm to the terms of the Contract. Proposals signed by an agent are to be accompanied by evidence of that person’s authority, unless such evidence has been previously furnished to GRTC.
1-6 Addenda

Receipt and review of Addenda by each proposer must be acknowledged on the Addendum Page (Attachment C). All addenda must be signed and returned with each proposal.

1-7 Procurement Schedule

The projected schedule for this procurement is:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposals available</td>
<td>October 31, 2016</td>
</tr>
<tr>
<td>Deadline for requests for clarification/changes to the RFP and requests for approved equals</td>
<td>November 14, 2016</td>
</tr>
<tr>
<td>Deadline for addenda and responses to approved equal requests</td>
<td>November 21, 2016</td>
</tr>
<tr>
<td>Proposals due by 11:00 a.m. local time</td>
<td>November 30, 2016</td>
</tr>
<tr>
<td>Evaluation of proposals by selection committee and possible interviews</td>
<td>December 1, 2016 to December 7, 2016</td>
</tr>
<tr>
<td>Resolution to Award @ Board Meeting</td>
<td>December 13, 2016</td>
</tr>
<tr>
<td>Contract signing/Notice to Proceed/Notice of Award</td>
<td>January 2, 2017</td>
</tr>
<tr>
<td>Commencement of Project</td>
<td>February 1, 2017</td>
</tr>
</tbody>
</table>

1-8 Pre-Proposal Conference

No pre-proposal meeting will be conducted for this procurement

1-9 Inquiries

The proposer is required to show on all correspondence with GRTC the following: “Proposal for Third Party Transportation Voucher Program”. Any communication with GRTC should be written and directed to: Tonya Thompson, Director of Procurement, GRTC Transit System 301 E. Belt Boulevard, Richmond, VA 23224. Written communication may also be forwarded via facsimile to (804) 622-8028 or email to tothompson@ridegrtc.com. Correspondence will not be accepted by any other party. Contact with any other person may result in the Proposer being disqualified from consideration.

1-10 Interpretation of RFP and Contract Documents

No oral interpretations as to the meaning of the RFP will be made to any proposer. Any explanation desired by a proposer regarding the meaning or interpretation of the RFP, specifications, etc., must be requested in writing and with sufficient time allowed (a minimum of fifteen (15) calendar days before date set to receive proposals) for a reply to reach proposers before the submission of their proposals. Any interpretation or change made will be in the form of an addendum to the RFP, specifications, etc., as appropriate, and will be furnished as promptly as is practicable to all parties to whom the RFP has been issued, but at least seven (7) calendar days prior to the proposal due date. All Addenda will become part of the RFP and any subsequently awarded Contract. Oral explanations, statements, or instructions given by GRTC before the award of the Contract will not be binding upon GRTC.

1-11 Approved Equal

In all cases, services and materials must be furnished as specified. Where brand names or specific items are used in the specifications, consider the term "or approved equal" to follow.

Any unapproved deviations, exceptions, substitutions, alternates or conditional qualifications contained in a proposal may be cause for its rejection.

If potential proposers believe that their product is equal to the product specified, they must submit a written request to GRTC on the provided form (Attachment D) and this request will be approved or rejected by GRTC at least seven (7) calendar days prior to due date of proposals. Requests for approved equals and clarification of specifications must be received by GRTC in writing a minimum of fifteen (15) days before
Any request for an approved equal must be fully supported with catalog information, specifications and illustrations, or other pertinent information, as evidence that the substitute offered is equal to or better than the specification. Where an approved equal is requested, the Proposer must demonstrate the equality of this product to GRTC to determine whether the Proposer’s product is or is not equal to that specified.

1-12 Examination of RFP and Contract Documents

Proposers are expected to examine the scope of services required, specifications, schedules, all instructions, and form agreement. Failure to do so will be at the proposer’s risk. It is the intent of these specifications to provide services of first quality, and the workmanship must be the best obtainable in the various trades. The goods and services, which the vendor proposes to furnish, must be high quality in all respects. No advantage will be taken by Contractor or vendor in the omission of any part or detail, which goes to make the services complete. All manner of workmanship and material used in the provision of the services and not herein contained or specified shall be of the industry standard and shall conform to the best practices known in the industry.

Contractor will assume responsibility for all equipment used in the proposal item, whether the same is manufactured by Contractor or purchased ready made from a source outside Contractor's company. It is the sole responsibility of Contractor to read the requirements and understand them.

The submission of a proposal shall constitute an acknowledgment upon which GRTC may rely that the Proposer has thoroughly examined and is familiar with the solicitation and form agreement, including any work site identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions shall in no way relieve the Proposer from any obligations with respect to its Proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation will be allowed which is based on lack of knowledge or misunderstanding of this RFP, work sites, statutes, regulations, ordinances, or resolutions.

1-13 Cost of Proposals

GRTC is not liable for any costs incurred by Proposers in the preparation, presentation, testing, or negotiation of Proposals submitted in response to this solicitation.

1-14 Samples

Samples of items when called for must be furnished free of expense. Samples must be labeled with the Proposer's name, manufacturer's brand name and number, proposal number, and item reference. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after proposal opening date. If instructions are not received within this time, the commodities shall be disposed of by GRTC.

1-15 Modification or Withdrawal of Proposals Prior to Submittal Date and Late Proposals

At any time before the time and date set for submittal of proposals, a Proposer may request to withdraw or modify its Proposal. Such a request must be made in writing by a person with authority as identified on the RFP Cover Page, provided their identity is made known and a receipt is signed for the proposal. All proposal modifications shall be made in writing executed and submitted in the same form and manner as the original proposal. Any proposal or modification of proposal received at GRTC’s office designated in the solicitation after the exact time specified for proposal receipt will not be considered.

1-16 Errors and Administrative Corrections

GRTC will not be responsible for any errors in proposals. Proposers will only be allowed to alter proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers. GRTC reserves the right to request an extension of the proposal period from a Proposer or Proposers.
GRTC reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors. Erasures or other changes or entries made by the proposer must be initialed by the person signing the proposal.

1-17 Compliance with RFP Terms and Attachments

GRTC intends to award a Contract based on the terms, conditions, and attachments contained in this RFP. Proposers are strongly advised to not take any exceptions. Proposers shall submit proposals which respond to the requirements of the RFP. An exception is not a response to a RFP requirement. If an exception is taken, a “Notice of Exception” must be submitted with the proposal. The “Notice of Exception” must identify the specific point or points of exception and provide an alternative.

Proposers are cautioned that exceptions to the terms, conditions, and attachments may result in rejection of the proposal.

GRTC may, at its sole discretion, determine that a proposal with a Notice of Exception merits evaluation. A proposal with a Notice of Exception not immediately rejected may be evaluated, but its competitive scoring will be reduced to reflect the importance of the exception. Evaluation and negotiation will only continue with the Proposer if GRTC determines that a Contract in the best interest of GRTC may be achieved. The Notice of Exception will be used as part of GRTC’s evaluation of the proposal, and, therefore, must be made known during the course of the proposing process. Comments and exceptions substantially altering the form agreement will not be considered after conclusion of the review process. Failure to submit a marked-up copy of the form agreement with a proposal will be interpreted by GRTC as the proposer’s acceptance of the form agreement provided herein.

1-18 Proposal Requirements

Proposals shall fully explain their ability to fulfill all requirements described in GRTC’s Statement of Work. They must contain the following items and follow the exact sequence outlined below:

A. **Cover Letter**, providing the following information:
   1. Identification of the proposer(s), including name, address and telephone number of the appropriate contact person at each firm.
   2. Working relationship among proposing firms, i.e., prime-subcontractor, if applicable.
   3. Signature of a person authorized to bind the proposing firm to the terms of the proposal.

B. **RFP Cover Page and Attachments A-M**

C. **Notice of Exception**

   1. Exceptions to, or variances from, any portion of the solicitation, including the Statement of Work, contract terms and conditions, etc., shall not be considered unless the Proposer specifically identifies them in this Section 1-18. Exceptions are, however, strongly discouraged and may not be accepted by GRTC.

D. **Qualifications and Capabilities of the Firm(s)**

   1. Names, titles, and experience of key personnel proposed for the duration of the contract. In the event that oral presentations are conducted, the designated key personnel will be required to attend along with other representatives of the Proposer.

   2. Provide a brief profile of the Proposer, including its principal line of business, year founded, form of organization, number and location of branch and home offices, location of office to service this account, number of employees, and a general description of the Proposer’s
financial condition, as well as the name, address, and telephone number of the Proposer's
financial institution. Identify any conditions (bankruptcy, pending merger, pending litigation,
planned office closures) that may impede the Proposer's ability to perform the work.

3. Identify all qualifications and organizational capabilities that will establish the proposer as a
satisfactory provider of the required work by reason of its strength and stability.

4. Provide a work plan to illustrate the competence and ability to perform the services outlined
in the Scope of Services (Section 3). The work plan should describe a schedule of actions
the Proposer will take to prepare, perform and monitor the services in accordance with the
requirements of the solicitation.

5. Identify subcontractors, if any, by company name, address, contact person, telephone
number, and project function. Provide the same information for each subcontractor as
requested above.

E. Related Experience and References

1. This section of the Proposal should establish the ability of the Proposer to satisfactorily
provide the required work by demonstrating competence in the performance of services to
be provided; the nature and relevance of other contracts; record of satisfactory performance
on similar projects; and supportive customer references. Examples should include:

   a. Direct experience in providing services described in the solicitation. Provide the
      business name, contact name and phone number at a minimum of three
      references.

   b. Provide a sample daily dispatch log sheet that would contain the voucher
      information detailing each trip for monthly invoice submittal and a complaint log.

2. For each subcontractor cited in the section above, provide examples of similar contracts
performed by the subcontractor, citing the same client information.

F. Technical Proposal (to include)

1. Fleet – Provide a fleet inventory that will be made available to perform trips as described in
Statement of work (Section 3). The fleet must meet or exceed the requirements for
approved cab service for the City of Richmond and Henrico County, VA for age and mileage
limits. This at a minimum will include:

   a. Vehicle must not be more than 12 model years old or
   b. That is more than eight model years old and has more than 300,000 miles at the
time placed in service.
   c. Vehicle must be a hard-top model with minimum of four doors and wheel size at
least 14 inches.

2. Training – Provide documentation for how drivers are trained for the following:

   a. Passenger sensitivity
   b. Defensive Driving
   c. Passenger assistance

1-19 Collusion

The proposer guarantees that the proposal submitted is not a product of collusion with any other proposer,
and no effort has been made to fix the proposal price of any proposer or to fix any overhead, profit, or cost
element of any proposal price (Attachment G). Failure to submit the signed affidavit at the time proposals
are due shall be grounds for disqualification of the proposer’s offer.

If GRTC determines that collusion has occurred among Proposers, none of the proposals from the
participants in such collusion shall be considered. GRTC’s determination shall be final.

1-20 Pricing, Taxes and Effective Date

GRTC is exempt from payment of Federal, Excise and Transportation Tax, and Virginia Sales, Excise and Use Tax.

1-21 Rejection of Proposals

GRTC reserves the right to reject any or all proposals and waive any minor informalities or irregularities.

1-22 Exclusionary or Discriminatory Specifications

GRTC agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h)(2) by refraining from using any Federal assistance awarded by the Federal Transit Administration to support procurements using exclusionary or discriminatory specifications. GRTC further agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal Statute.

1-23 Protest Procedures

Any protest or objection to the Conditions and Specifications will be submitted for resolution to GRTC’s CEO. Each protest must be made in writing and supported by sufficient information to enable the protest to be considered. A protest or objection will not be considered by GRTC if it is insufficiently supported or if it is not received within the specified time limits.

All protests based upon restrictive specifications, alleged improprieties, or similar situations prior to proposal opening must be submitted to GRTC’s CEO no later than seven (7) calendar days prior to the specified proposal opening date.

Protests arising after the opening of proposals based upon grounds that were known or should have been known will be submitted to GRTC’s CEO within five (5) business days after notification of Contract award. All protests will be considered by the Protest Review Board. The decision of the Protest Review Board is final. The Protest Review Board will consist of the Chief Executive Officer, Chief Operating Officer, and the Legal Counsel for GRTC. No further appeals will be considered by GRTC. The proposer may file a protest with FTA provided that the proposal complies fully with the requirements of FTA Circular 4220.1F.

A. Protest Bond

Any proposer wishing to protest the awarding of a contract by GRTC to the apparent most responsive and responsible proposer will be required to furnish, at its own expense, a protest bond in the amount of one-half of one percent (.5%) of the total offer before GRTC will consider the protest. This protest bond will serve as a guarantee by the proposer of the validity and accuracy of the protest. Failure to provide this bond may result in GRTC denying the proposer's protest. If the Protest Review Board denies the proposer's protest, the bond will be used by GRTC to recover the costs and damages incurred because of the protest and the resulting delay in the provision of services. The bond will be either a cashier's check or certified check made payable to GRTC.

B. Review Process

Except as otherwise provided in this Contract, any Protest concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by a Protest Board comprised of GRTC’s Chief Executive Officer, Chief Operating Officer, and Legal Counsel. This board shall reduce their decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Protest Board shall be final, unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a Protest hereunder, the
Contractor shall proceed diligently with the performance of the Contract and in accordance with the Protest Board’s decision.

This clause does not preclude consideration of law questions in connection with decisions provided for in this clause, provided that nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

1-24 Proposal Alternatives

Proposals shall address all requirements identified in this solicitation. In addition, GRTC may consider proposal alternatives submitted by Proposers that provide enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in GRTC’s best interests. Proposal alternatives must be clearly identified.

1-25 Disadvantaged Business Enterprises (DBE) & Small, Women, and Minority Businesses (SWAM)

It is the policy of GRTC that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have a maximum opportunity to participate in the performance of federally funded contracts. GRTC has a race-neutral DBE Program goal of 2.4%. Also GRTC encourages the utilization of Small, Women, and Minority (SWAM) Businesses to participate.

A list of certified DBE and SWAM firms are maintained on the Virginia Department of Small Business and Supplier Diversity’s (SBSD) website at www.dmbe.virginia.gov under the DBE and SWAM Vendor Links.

Proposers are encouraged to take all necessary and reasonable steps to ensure that DBE firms have a maximum opportunity to compete for and perform services on the contract. If the proposer intends to subcontract a portion of the services on the project, the proposer is encouraged to seek out and consider DBE firms as potential subconsultants.

No DBE goal was established for this solicitation. Any DBE participation on the contract will be counted as race-neutral DBE participation.

SECTION 2 – PROPOSAL EVALUATION & CONTRACT AWARD

2-1 General

Any contract resulting from this solicitation will be between GRTC and the Contractor responsible for providing the goods and/or performing the services described herein. GRTC is not party to defining the division of work between the Contractor and its Subcontractors, if any, and the Specifications and/or Statement of Work have not been written with this intent.

A. Multiple contract awards may be made.

B. GRTC’s Contracting Officer will appoint a Selection Committee to evaluate and score technical proposals. Technical proposals will be evaluated applying the evaluation factor(s) above.

C. Proposals may be determined to be “Acceptable”, “Potentially Acceptable” (that is, susceptible of being made “Acceptable”), or “Unacceptable”. Proposals evaluated as technically “Unacceptable” shall be rejected, and will receive no further consideration for award.

D. After completing the evaluation of the initial technical proposal, the Contracting Officer may:

1. Reject proposals determined to be “Unacceptable” and seek clarifications from the remaining Proposer and/or request the remaining Proposers to make oral presentations concerning their technical proposals. If oral presentations are required, the Evaluation Committee will establish the specific criteria and parameters for oral presentations. Oral
presentations shall be used to clarify written proposals and shall not be evaluated. The Evaluation Committee may then proceed directly to award a contract; or

2. Reject proposals determined to be "Unacceptable," determine which of the remaining offers are within the competitive range, and invite the Proposers in the competitive range to participate in discussions. The competitive range will consist of all proposals that have a reasonable chance of being selected for award.

3. GRTC reserves the right to investigate the qualifications of all Proposers under consideration; to confirm any part of the information furnished by a Proposer; and/or to require other evidence of managerial, financial, or technical capabilities that are considered necessary for the successful performance of work under a resulting contract.

4. Proposers are hereby reminded that GRTC reserves the right to award a contract following evaluation of initial proposals. Proposers should therefore ensure that they submit their best technical proposal in their initial proposal submissions.

E. The Evaluation Committee shall be the sole judge of proposers' qualifications.

2-2 Eligibility for Award

In order to be eligible for award, proposers must be responsive and responsible.

A. Responsive proposals are those complying in all material aspects of the solicitation, both as to the method and timeliness of submission and as to the substance of the resulting Contract. Proposals that do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.

B. Responsible proposers are those prospective Contractors who, at a minimum, must:
   - Have adequate financial resources, as required during performance of the Contract.
   - Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
   - Have a satisfactory record of past performance.
   - Have necessary technical capability to perform.
   - Certify that they are not on the U.S. Comptroller General's list of ineligible Contractors.
   - Be qualified as a regular provider of the services being offered.
   - Allow GRTC or designated third party to conduct a Pre-Award Audit to verify accuracy of Buy-America certification in accordance with 49 CFR 663.
   - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

2-3 Evaluation of Proposals

The Evaluation Committee will evaluate the proposals in accordance with the criteria set forth below. The total evaluation points, as separately determined by each team member, will be added and each proposer will be ranked in numerical sequence, from the highest to the lowest score. GRTC may then select the proposal that is considered to be the most advantageous to GRTC.

2-4 Scoring and Evaluation Criteria
The statement of work, as amended through the request for approved equal or exception process, and any addenda thereto, set forth the minimum requirements of the components, warranty, service, support, and other deliverables GRTC requires through this procurement.

Proposer’s level of response to requested information will be considered throughout the scoring process. The evaluation criteria and corresponding weight of each are listed as follows:

A. **Organizational Background, Qualifications and Capabilities** (25 total maximum points)

B. **Related Experience and References** (25 total maximum points)

C. **Technical Proposal** (50 total maximum points)

### 2-5 Cost or Price Analysis

GRTC reserves the right to conduct a cost or price analysis for any purchase. GRTC may be required to perform a cost analysis when competition is lacking for any purchase. Sole source procurements which result in a single proposal being received will be subject to a cost analysis which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of data to determine the effect on proposal prices. GRTC may require a Pre-Award Audit and potential Contractors shall be prepared to submit data relevant to the proposed work which will allow GRTC to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State and local regulations. Procurements resulting in a single proposal will be treated as a negotiated procurement and GRTC reserves the right to negotiate with the single proposer to achieve a fair and reasonable price. If a negotiated price cannot be agreed upon by both parties, GRTC reserves the right to reject the single proposal. Contract change orders or modifications will be subject to a cost analysis.

If only one proposal is received in response to the RFP, a detailed cost proposal and analysis of three (3) contracts, if available, awarded to the proposer within the past two (2) years may be requested of the single proposer. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

### 2-8 Contract Award

Contract award, if any, will be made by GRTC to responsible Proposers whose proposal best meets the requirements of the RFP, and will be the most advantageous to GRTC with respect to operational plan, quality, and other factors as evaluated by GRTC. GRTC shall have no obligations until a Contract is signed between the Proposer and GRTC.

### 2-9 Execution of Contract and Notice to Proceed

The Proposer to whom GRTC intends to award the Contract shall sign the Contract and return it to GRTC. Upon authorization by GRTC’s Board of Directors, or designee, the Contract will be countersigned. Upon receipt by GRTC of any required documentation and submittals by the Proposer, a Notice to Proceed or Purchase Order may be issued, if appropriate.

### 2-10 Public Disclosure of Proposals

GRTC is subject to the Virginia Freedom of Information Act. Therefore, the contents of this RFP and the Contractor’s proposal submitted in response to this RFP shall be considered public documents and are subject to the Virginia FOIA statutes. As such, all proposals submitted to GRTC will be available for inspection and copying by the public after the selection process has been concluded. There are, however, various items that may be exempt under public disclosure laws. If any proprietary, privileged, or confidential information or data is included in the Contractor’s proposal, each page that contains this information or data should be marked as such (e.g., “Proprietary,” “Confidential,” “Business Secret,” or “Competition Sensitive”) in order to indicate your claims to an exemption provided in the Virginia FOIA. It is GRTC’s sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Virginia FOIA statutes.
All data, documentation and innovations developed as a result of these contractual services shall become the property of GRTC.

2-11 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest – Contractor, by submitting a proposal to GRTC to perform or provide work, services, or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed and/or provided under this Contract and that it shall not employ any person or agent having any such interest. In the event that Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to GRTC and take action immediately to eliminate the conflict or to withdraw from this Contract, as GRTC may require.

B. Contingent Fees and Gratuities – Contractor, by submitting a proposal to GRTC to perform or provide work, services, or materials, has thereby covenanted:

- No person or selling agency except bona fide employees or designated agents or representatives of Contractor has been or will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and

- No gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor or any of its agents, employees, or representatives, to any official, member or employee of GRTC or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

SECTION 3 – SCOPE OF SERVICES

3-1 Background/Description

The GRTC CARE On-Demand voucher program is a Pilot Program for transportation service for the elderly and disabled. Persons are eligible for this service if they have physical, cognitive, emotional, and visual or other disabilities that prevent them from using GRTC fixed route bus system, either permanently or under certain conditions. The GRTC Voucher Program provides alternative transportation options to prequalified users of its GRTC service.

The services will consist of:

- Reservation booking for same day transportation service.
- Transportation for CARE customers within the Care service area map.
- Origin-to-destination service to include curb-to-curb and door-to-door.
- Completion of vouchers furnished by GRTC at the customer point of use for face value towards the total trip cost.
- Documentation of trip and fare information including customer name, trip origin, trip destination, date and time.
- Submission of vouchers and associated documentation to GRTC on a monthly basis for reimbursement.
GRTC shall reimburse the Contractor up to $15.00 for one way trips taken by customers of its CARE On-Demand service who choose to utilize the provider. Vouchers shall be completed at the point of use by the preapproved transportation service.

Voucher Program provides numerous benefits to CARE On-Demand customers including:

- The ability to book a same day trip.
- The ability to travel anywhere within the GRTC service area.
- Maintain the ability to bring along one Personal Care Assistant (PCA) and guests (space permitting).
- Extended hours of service.
- Direct, non-stop service.

The program is intended to serve CARE riders of all types, including all ages and types of disabilities with a wide range of special needs. These disabilities include, but are not limited to visual impairment; wheelchair users (motorized and non-motorized); frail, slow moving elderly; and persons with cognitive and developmental disabilities. Varying needs may include, but are not limited to, door to door assistance, waiting for slow moving passengers, pushing wheelchairs, folding wheelchairs and placing them in the vehicle, and driving slowly and cautiously.

Eligible riders also include personal care attendants, guests and service animals as authorized in the GRTC CARE Ride Guide. Voucher Program services are to be provided to all addresses within GRTC’s Care service area. A map of the Care service area is provided and a more detailed address based tool can be developed with the Contractor.

The customer will book their trip directly with the Contractor. At the time of trip booking, the Contractor must identify if a passenger will require a specialized vehicle or assistance. The contractor must transport non-ambulatory clients in an appropriate wheelchair accessible vehicle.

GRTC clients will be furnished a preapproved provider list in order to select a provider and book directly with them.

The customer shall contact the Contractor directly, identify their pick-up and drop-off locations, and receive an estimate for the total cost of their trip and any customer portion of that to be paid. It is anticipated customers will most frequently use the provider with the best quality; most responsive service which best meets the customer’s need.

This is a pilot program. The services provided within the Voucher Program will be operational for 12 months, with an option for GRTC to renew an additional 12 months. The program will be evaluated for quality, the ability to meet the needs of GRTC and the customer, and the ability to be sustainable in the future. GRTC looks forward to feedback from both CARE customers and service providers to better shape the program going forward.

3.2 Care Service Area

Voucher Program services are to be provided to all addresses within GRTC’s Care service area. Modifications to the fixed route network will be communicated to the Contractor up to 30 days in advance. No trips are authorized outside of the Care service area. During the duration of this Agreement should other current excluded areas become eligible for GRTC CARE On-Demand service, these areas shall be covered under the same terms and conditions.
3.3 Provider Fleet

The Contractor shall submit a fleet inventory that will be made available to perform trips as described in this Scope of Services. All vehicles used in the voucher program must be in compliance with applicable Federal Motor Vehicle Safety Standards (FMVSS). Contractor is responsible for vehicle inspections, licensing and registration requirement in accordance with applicable federal, state, and local laws.

Fleet Inventory must include:

- Vehicle make, model and year
- Number of wheelchair accessible positions in each vehicle
- Total number of accessible vans available

Over the course of this agreement, GRTC has the right to require the contractor bring any vehicles used in this service to the GRTC maintenance facility for inspection up to two times in a twelve (12) month period.

3.4 Training

The Contractor shall provide documentation for how drivers are trained for the following:

- Passenger Sensitivity
- Defensive Driving
- Passenger Assistance

3.5 Reservations

The Contractor shall receive contact directly from the customer to schedule a trip. Both the total trip cost and cost to be paid by the customer will be communicated to the customer at the time of trip booking. Vouchers may not be used in combination to cover trip cost. For the purposes of this program, one voucher is equal to $15 of value towards a one way trip.

The customer shall be responsible for the first $6.00 of the trip cost, payable either as cash or another acceptable form of payment designated by the Contractor, the voucher will cover no more than the next $15.00 of trip cost. Costs for a one-way trip in excess of $21.00 must be paid by the customer.

The trip booking agent shall educate the customer of trip booking procedures at time of reservation. GRTC will furnish the contractor a Care service area map in which trips may be performed as well as a customer list of those eligible to receive trips from this service.

An active client list shall be provided to the Contractor as service launches and updates to that list will be provided throughout the duration of the contract.

3.6 Personal Care Attendants (PCA) and Guests

The Contractor will allow a PCA and guests to ride free of charge per CARE On-Demand customer. If it is determined that a PCA is necessary for an individual to travel within the system, GRTC will note this on the individual's permanent record. There is no charge for a PCA or guests as this is not a batched service, but the PCA or guests must have the same pick-up and drop-off location as the CARE On-Demand passenger for each trip.

3.7 Handling of Voucher Instrument
Vouchers will be provided to the Contractor after award and shall be distributed amongst the Contractor's vehicles that will provide Voucher trips. The Voucher will have a face value of $15.00 to be used as payment at point of use for GRTC Voucher trips. Vouchers will be serialized with corresponding entries made into GRTC records. There will be space on the voucher for information to be written. The customer must present their GRTC ID card at the time of voucher redemption. Drivers that participate in the program must be willing to complete the voucher information. All of the information must be completed in order to receive reimbursement for the value of the voucher:

- Date of passenger trip
- Name of passenger with signature
- GRTC Client ID number (to be provided by the customer)
- Number of companions
- Full pickup address with phone number
- Starting mileage
- Destination address
- Ending mileage
- Total money collected from passenger
- Total cost of trip

Each voucher will require a signature from the customer unless the customer is incapable of signing the voucher, in which case the driver shall sign for them. The driver must then note the disability as the documentation for the lack of customer signature.

The Contractor may propose additional trip verification methods including but not limited to electronic signature, which may either supplement or replace methods described in this solicitation.

All vouchers submitted for reimbursement by the contractor shall be paid at the $15.00 face value of the voucher, regardless of actual trip costs incurred.

3.8 Origin to Destination Service

Contractor shall always provide origin-to-destination service. GRTC establishes curb-to-curb service as the basic paratransit service mode. However, provision should still be made to ensure that the service available to each passenger actually gets the passenger from his or her point of origin to his or her destination point. To meet this origin-to-destination requirement, service may need to be provided to some individuals, or at some locations, in a way that goes beyond curb-to-curb service. In those instances when reasonable assistance is required, door-to-door service must be performed. The contractor shall under no circumstances enter into any residence, building or facility as part of the passenger trip.

3.9 Pick-Up Window

The pick-up window is the timeframe when a vehicle may arrive and be considered on-time for a trip. The pick-up window shall be no earlier than 1 minute before or 30 minutes after the scheduled pick-up time.

3.10 No Shows
No shows occur when a customer is not present or unwilling/unable to ride when the vehicle arrives within the pick-up window. GRTC reserves the right to disallow the voucher program for customers who abuse the service with excessive no-shows.

With any no-show, dispatch shall attempt to contact the customer prior to abandoning the trip. No-shows shall be tracked by contractor and reported to GRTC.

3.11 Late Trips

After a reservation for a trip is accepted, all efforts must be made to provide the trip within the pick-up window. A late trip is defined as a trip taken outside the pick-up window. If a trip is going to be or in fact becomes late, the dispatcher must notify the customer of the delay. Should the Contractor arrive outside of the Pick-Up Window, the customer is under no obligation to utilize the Contractor’s service and there will be no payment due unless the customer agrees to accept the late trip. These events must be documented by the contractor and included in the monthly data reports that accompany the invoice.

3.12 Missed Trips

Missed trips are those mutually agreed upon, reserved but not provided. Should a trip be missed, a backup vehicle must be provided to perform the trip. Missed trips without documentation of efforts to contact the customer and no documentation of other circumstance beyond control of the driver are not eligible to be reimbursed. Three (3) verified missed trips over a rolling 30-day period may result in termination of the contract.

3.13 Required Documentation

a. Daily Dispatch Log - The Contractor shall maintain a daily dispatch log of all program reservations taken, cancelled, dispatched and no-shows. This daily dispatch log shall be submitted with completed vouchers on a monthly basis. The dispatch log file shall also be updated with the information from each trip as collected on the vouchers, before they are submitted for reimbursement. Redeemed vouchers shall be returned with the dispatch log for verification of trip taken and reimbursement. Vouchers shall be returned to GRTC, ordered by their serial numbers.

b. Complaint Log - The Contractor shall maintain a customer complaint log which will identify complaints received regarding their service both directly from the customer and through GRTC customer service. Included within the log shall be a record of investigation of the complaint as well as the resolution. This log shall be submitted monthly with the Daily Dispatch Log. Both logs may reside in a single workbook as separate worksheet tabs.

3.14 Contract Violations and Penalties

Due to the nature of the service, timeliness and quality of service is important. A pattern of complaints received by GRTC regarding timeliness or quality of service may result in termination of the Contract and/or procurement of service from another vendor.

Complaints received by GRTC or the Contractor shall be researched and resolved by Contractor within three (3) business days of receipt. Failure to adequately resolve valid customer complaints by the Contractor may lead to termination of the Contract.

Contractor must have resources (driver and vehicle) to respond to an On-Demand service request within 30-minutes from the time the trip request is received. A pattern of late pickups may result in termination of the Contract.

Falsely reporting a trip as completed which was not actually performed to completion is a direct violation of the contract agreement between GRTC and the provider, and as such is grounds for termination of the contract.
GRTC reserves the right to utilize a mystery shopper as a method to ensure compliance with the rules set forth in the contract.

In the event of quality of service problems with any driver of the Contractor, GRTC reserves the right to prohibit specific drivers from transporting GRTC clients for services covered by this Contract.
ATTACHMENT A: VENDOR CHECKLIST  
(to verify that all necessary documents are included)

This form must be completed and returned with the technical proposal. Failure to return this form may be cause for considering your proposal non-responsive.

<table>
<thead>
<tr>
<th>Vendor Check-Off</th>
<th>GRTC Check-Off</th>
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<tbody>
<tr>
<td>Cover Letter</td>
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<td>RFP Cover Page</td>
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<tr>
<td>Attachment A Vendor Checklist</td>
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<td>Attachment B Addendum Page</td>
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<td>Attachment C Addendum Page</td>
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<tr>
<td>Attachment D Request for Clarification/Approved Equal</td>
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<td>Attachment E Ineligible Proposers Certification (prime contractor)</td>
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<td>Attachment F Ineligible Proposers Certification (subcontractors)</td>
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<td>Attachment G Non-Collusion Affidavit</td>
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<td>Attachment H Federal Lobbying Certification</td>
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<td>Attachment I Firm Data Sheet</td>
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<td>Attachment J DBE Letter of Intent</td>
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<td>Attachment K DBE Affidavit</td>
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<td>Attachment L SWAM Letter of Intent</td>
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<td>Attachment M SWAM Affidavit</td>
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<td>Notice of Exception</td>
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<td>Qualifications and Capabilities of the Firm(s)</td>
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<tr>
<td>Related Experience and References</td>
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<td>Technical Proposal</td>
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</table>
ATTACHMENT B: PROPOSAL AFFIDAVIT FOR:  
CARE ON-DEMAND PROGRAM

The undersigned hereby declares that he/she has carefully read and examined the Advertisement, the Statement of Work, Form Agreement, the Specifications, Warranty and Quality Assurance Requirements with all supporting certificates and affidavits for the provision of goods and services specified at the price stated in the solicitation.

SIGNED: ____________________________________________________________

TITLE: _____________________________________________________________

FIRM NAME: _________________________________________________________

Subscribed and sworn to before me this __ day of _____, 20____
Notary Public

My Commission Expires: __________________________
The undersigned acknowledges receipt of the following addenda to the Documents.

(Give number and date of each)

Addendum Number ____________ Dated ________
Addendum Number ____________ Dated ________
Addendum Number ____________ Dated ________
Addendum Number ____________ Dated ________
Addendum Number ____________ Dated ________
Addendum Number ____________ Dated ________
Addendum Number ____________ Dated ________
Addendum Number ____________ Dated ________
Addendum Number ____________ Dated ________

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to this Request for Proposal, which will require rejection of the proposal.

__________________________________________
Signature

__________________________________________
Title
DATE: ______________________________

PROPOSER: __________________________

SECTION: ____________________ PAGE: __________

PROPOSERS REQUEST:

GRTC RESPONSE:

  APPROVED

  DENIED

COMMENTS:

GRTC SIGNATURE ______________________ DATE__________
ATTACHMENT E: INELIGIBLE PROPOSERS CERTIFICATION
(Prime Contractor)

The Contractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal Department or Agency.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

Contractor (Name) certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET Seq. are applicable thereto.

AUTHORIZED OFFICIAL: ________________________________

SIGNATURE: ________________________________________

ATTORNEY’S SIGNATURE: ______________________________

DATE: ______________________________________________
ATTACHMENT F: INELIGIBLE PROPOSERS CERTIFICATION
(Subcontractors)

The Lower Tier Participant (Applicant for a third party subcontract or sub-grant under an Federal Transit Administration Project), ________________, certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal Department or Agency.

Where the Lower Tier Participant (Applicant for a third party subcontract or sub-grant under a Federal Transit Administration Project) is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

The Lower Tier Participant (Applicant for a third party subcontract or sub-grant under a Federal Transit Administration Project) ________________ certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET Seq. are applicable thereto.

AUTHORIZED OFFICIAL: __________________________________________________________

SIGNATURE: _________________________________________________________________

ATTORNEY’S SIGNATURE: _______________________________________________________

DATE: _______________________________________________________________________

ATTACHMENT G: NON-COLLUSION AFFIDAVIT

Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the proposer (if the proposer is an individual), a partner in the proposal (if the proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation);

2. That the attached proposal(s) has been arrived at by the proposer independently and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or service described in the request for proposals, designed to limit independent proposals or competition;

3. That the contents of the proposal(s) have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal(s), and will not be communicated to any such person prior to the official opening of the proposal(s); and

4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit:

   Signed

   Firm Name

Subscribed and sworn to before me this ___ day of ____, 20__

Notary Public

My Commission expires ____________, 20__

Proposer's E.I. Number ___________________________(number used on Employer's Quarterly Federal Tax Return)
ATTACHMENT H: FEDERAL LOBBYING CERTIFICATION

The undersigned certifies to the best of his/her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of ANY federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with THIS federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By: ____________________________  ____________________________
   (Signature of Company Official)  (Date)

_______________________________
(Official's Title)
ATTACHMENT I: FIRM DATA SHEET

The prime contractor is responsible for submitting the information requested below on all firms on the project team, both prime and all subcontractors. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit complete data will result in the Expression of Interest not being considered.

<table>
<thead>
<tr>
<th>Firm’s Name and Address</th>
<th>DBE Status*</th>
<th>Firm’s Age</th>
<th>Firm’s Annual Gross Receipts</th>
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* Y = DBE Firm Certified by VDMBE  NA = Firm Not Claiming DBE Status
N = DBE Firm Not Certified by VDMBE  IP = Certification w/VDMBE In-Process
ATTACHMENT J: DBE LETTER OF INTENT

To: ______________________________________________________
    (Name of Prime Contractor)

The undersigned intends to perform work in connection with the above project as a DBE
(check one)
______________________ individual         _____________________ corporation
______________________ partnership        _____________________ joint venture.

The Disadvantaged Business status of the undersigned is confirmed:
(a) on the reference list of Disadvantaged Business Enterprises dated ___________, or
(b) on the attached Disadvantaged Business Enterprise Identification Statement.

The undersigned is prepared to perform the following work in connection with the above
project (Specify in detail particular work items or parts thereof to be performed):

_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________

At the following price:

_____________________________________________________________________

You have projected the following commencement date for such work, and the undersigned is
projecting completion of such work as follows:

<table>
<thead>
<tr>
<th>Items</th>
<th>Projected Commencement Date</th>
<th>Projected Completion Date</th>
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<tr>
<td>__________________________</td>
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The above work will not be sublet to a non-Disadvantaged Business Enterprise at any tier.
The undersigned will enter into a formal agreement for the above work with you, conditioned
upon your execution of a contract with GRTC.

Date ___________________   _________________________________________
Name of Disadvantaged Business Enterprise

By _________________________________
ATTACHMENT K: DBE AFFIDAVIT

STATE OF ________________________________   (Date ___________________)

COUNTY OF ______________________________

The undersigned being duly sworn, deposes and says that he/she is the

_________________________________________________________________

(sole owner, partner, president, treasurer or other duly authorized official of a corporation) of

_________________________________________________________________

(Name of DBE)

and certifies that since the date of its certification by VDMBE (Virginia Department of Minority Business Enterprise), the certification has not been revoked nor has it expired nor has there been any change in the minority status of

_________________________________________________________________

(Name of DBE)

_________________________________________________________________

(Signature and Title of Person Making Affidavit)

Sworn to before me this _________ day of _______________________, 20_______

____________________________________

(Notary Public)

NOTE: The offeror must attach the DBE’s most recent certification letter or document to this affidavit.
ATTACHMENT L: SWAM LETTER OF INTENT

(Name of Proposer)

is committed to using the SBE, WBE and/or MBE-certified businesses listed below in the performance of the contract resulting from this solicitation.

Instructions to Prime Proposer: List the names of the SWAM businesses your firm intends to use during the performance of this contract. State whether each business is a SBE, WBE or MBE. Briefly identify the role of each business in the performance of the contract, and the amount (i.e., dollar value) of the work to be performed by each business. Use additional pages if necessary.

<table>
<thead>
<tr>
<th>Name of Businesses</th>
<th>SBE, WBE or MBE</th>
<th>Role in contract</th>
<th>Amount ($)</th>
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<tbody>
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</table>

Total Commitment for Utilization of SWAM Businesses:

$_________________________, representing _____________ % of the total proposal price.

Offeror understands and acknowledges that the percentages stated above represent a commitment by the Offeror to utilize SWAM businesses.

Date ___________________   ____________________________________ __________

Signature

______________________________________________
Name/ Title (Print)
ATTACHMENT M: SWAM AFFIDAVIT

STATE OF ______________________________

COUNTY OF ______________________________

The undersigned being duly sworn, deposes and says that he/she is the ________________
______________________________________________ (sole owner, partner, president,
treasurer or other duly authorized official of a corporation) of _________________________
_______________________________________________________ (Name of SWAM firm)
which intends to perform the following work on this contract: _________________________
________________________________________________________________________
(Brief description of role in contract / work to be performed)
at a cost of $______________________  (Amount).

The undersigned certifies that:

______________________________________________ (Name of SWAM firm) is currently
certified by the VDMBE as a SBE, WBE or MBE. The undersigned also certifies that since
the date of its certification by VDMBE, the certification has not been revoked, nor has it
expired, nor has there been any change in the status of the firm that would change the firm's
certification.

_________________________________ _ ___________________________________
(Signature) (Name, Printed)

Sworn to before me this __________ day of _________________, 20_______

___________________________________
(Notary Public)

NOTE: The Offeror must attach a copy of the SWAM’s most recent certification letter
or document to this affidavit.