

THIS PRINT COVERS CALENDAR ITEM NO. : 10.7

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Taxi and Accessible Services

BRIEF DESCRIPTION:

Authorizing the Director of Transportation to issue a Request for Proposals for Paratransit Broker Services, evaluate the proposals, and negotiate a contract with the selected proposer for a five-year term, with an option for five additional years.

SUMMARY:

- The SFMTA provides approximately 800,000 paratransit trips per year to persons with disabilities in San Francisco through its contract with a paratransit broker
- The Agency has contracted out paratransit services to a Paratransit Broker, who manages subcontracts with paratransit service providers, monitors service quality, administers client eligibility, and manages the sale of fare instruments.
- The current Paratransit Broker contract expires on June 30, 2016.
- The term of a new contract will run from July 1, 2016 through June 30, 2021, with an optional five-year extension. If the selected broker is not the incumbent, the term will begin on April 1, 2016, to allow a transition period.

ENCLOSURES:

1. SFMTAB Resolution
2. Request for Proposals for Paratransit Broker Services

APPROVALS:

DATE

DIRECTOR _____

10/26/15

SECRETARY _____

10/26/15

ASSIGNED SFMTAB CALENDAR DATE: November 3, 2015

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PURPOSE

To authorize the Director of Transportation to issue a Request for Proposals (RFP) for Paratransit Broker Services, evaluate the proposals, and negotiate a contract with the selected proposer for a five-year term, with an option for five additional years.

GOAL

The SFMTA will further the following goals of the Strategic Plan through adoption of the Paratransit Broker RFP.

Goal 2: Make transit, walking, bicycling, taxi, ridesharing & carsharing the preferred means of travel

Objective 2.1: Improve customer service and communications.

Objective 2.2: Improve transit performance.

Goal 3: Improve the environment and quality of life in San Francisco

Objective 3.2: Increase the transportation system's positive impact to the economy.

Objective 3.4: Deliver services efficiently

The SF Paratransit program furthers the SFMTA's vision of providing excellent transportation choices in San Francisco by providing independence to a community with limited mobility while meeting the City's regulatory requirements under the Americans with Disabilities Act (ADA).

DESCRIPTION

San Francisco has a mature paratransit program that began in 1979, long before passage of the ADA in 1990. The program has evolved over time to respond to the needs of San Francisco's senior and disabled citizens. Additionally, the program has undergone significant changes to achieve compliance with federal mandates. Paratransit Brokers have historically worked closely with the SFMTA, as well as the Paratransit Coordinating Council (PCC), the SFMTA's advisory committee for the paratransit program, to implement modifications to improve the quantity, quality, and cost-effectiveness of services. Flexibility and innovation has been required on the part of the Paratransit Broker as opportunities have arisen to test and develop ways to further improve service to seniors and people with disabilities.

In FY15, the SF Paratransit program provided approximately 800,000 trips to approximately 14,000 customers. In comparison, during the same time period, Redi-Wheels, which is the paratransit service for SamTrans, provided approximately 329,000 trips to about 7,900 customers and East Bay Paratransit which provides services for AC Transit (and BART) in Alameda and Contra Costa Counties provided 727,000 trips to 17,400 customers.

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For the past 32 years, SFMTA has contracted out paratransit services to a Paratransit Broker, who performs vital functions such as managing subcontracts with paratransit service providers, monitoring service quality, administering client eligibility, managing the sale of fare instruments, and acting on behalf of the SFMTA as the principal customer service representative for paratransit services. The current Paratransit Broker contract with Transdev Services Inc. (formerly known as Veolia) began on April 1, 2010, for a five-year and three month period and was extended for an additional one-year period, through June 30, 2016.

The SF Paratransit program offers an array of transportation options aimed at providing cost-effective service to meet the trip needs of ADA-eligible customers. Among these is:

- SF Access, which is a prescheduled, door-to-door shared van service;
- Group Van, which provides van services for groups of riders who are going to or from the same location on designated days; and
- Taxi, which allows eligible customers to use SF taxi services to meet their trip needs.

In addition, there are two non-ADA programs operated by our service providers, Shop-a-Round and Van Gogh. Shop-a-Round provides both taxi and van service to allow eligible riders to receive transportation to and from grocery stores. Van Gogh provides van service to groups of seniors and individuals with disabilities to social and cultural outings.

The SFMTA will be soliciting interested parties to submit proposals to perform Paratransit Broker services. These services include the management of a comprehensive program for the delivery of subsidized accessible van and taxi services for persons with disabilities who reside in or visit San Francisco. This agreement will begin with transition tasks during the period from April 1 to June 30, 2016, if a proposer other than the current Contractor is selected, and will include the management of paratransit services for the five-year period from July 1, 2016 through June 30, 2021. The SFMTA may also exercise an option to extend the contract an additional five years, through June 30, 2026, if satisfied with the services rendered. The total amount of this agreement will be subject to the availability of funds, which must be approved as part of the SFMTA's budget.

In this RFP, SFMTA has offered potential bidders two options. Potential bidders can submit proposals for one or both options. Under Option A, the selected contractor would be responsible for the day-to-day management of the SF Paratransit program and would contract out all transportation service functions. Option A is a more traditional structure and was the structure of the SFMTA's Paratransit Brokerage prior to September 2014. In 2014, MV Transportation, one of Transdev's service providers, stopped providing service and Transdev took over those transportation services.

Under Option B, the selected contractor would be responsible for the day-to-day management of the SF Paratransit program and could also provide transportation services themselves, including SF Access, some SFMTA and Department on Aging and Adult Services Group Van service, Shop-a-Round, and Van Gogh service. The Paratransit Broker would bid out the remaining transportation service functions. Currently, the Paratransit Broker operates under Option B.

The award of this agreement will be made to the prospective contractor whose proposal:

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- Demonstrates the ability to carry out appropriate and customer service-oriented programs for senior and disabled clients;
- Provides a plan to manage the delivery of cost-effective transportation service that meets the requirements of the SFMTA's Paratransit Program in compliance with the ADA; and
- Describes an efficient approach for the administration of services.

The RFP outlines the scope of work and requisite organizational capacity of the Paratransit Broker and specifies the user-related tasks, provider-related tasks, and administrative tasks necessary for the administration of paratransit services. A subcommittee of the PCC has reviewed and provided input on the RFP. The SFMTA will send the RFP to a national group of contenders, and post the solicitation in major public transit publications, as well as on the city's Office on Contract Administration website, and in the Examiner, the City's official newspaper for advertising.

The SFMTA will appoint a team to evaluate proposals, consisting of SFMTA employees, members of the PCC, and one or more independent specialists in transportation services for persons with disabilities. An SFMTA Contract Compliance Officer will also be present.

The evaluation team will review the written proposals, assess each proposal's strengths and weaknesses, and make a selection of finalists to be invited to an oral presentation and interview. Following these interviews, the evaluation team will select the most promising proposer and initiate contract negotiations with this proposer. This contract will be presented to the SFMTA Board for approval. The final contract will subsequently be presented to the Board of Supervisors for approval.

PUBLIC OUTREACH

The SFMTA has worked with select members of the PCC on the development of the RFP. Members of this committee provided feedback on the potential contracting models for the Paratransit Broker. As mentioned above, community members will also be represented on the evaluation team.

ALTERNATIVES CONSIDERED

Accessible Services staff has explored providing paratransit services including brokerage services and actual transportation services in-house. It is approximately 35 percent more expensive to provide these services in-house as opposed to contracting out.

FUNDING IMPACT

The expected cost of administering the SF Paratransit program is projected to be \$130 million for the first five years of the contract. If the extension is exercised, the projected costs would be an additional \$164 million over the following five years. Therefore, the annual cost is projected at approximately \$26 million for the first five years and \$33 million for years five through ten. Entering into a new contract will require an additional \$5.3 million per year for the first five years of the contract and will be reflected in the FY17 and FY18 operating budget. Additional funds for FY16 will come from other budgeted line items.

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ENVIRONMENTAL REVIEW

The San Francisco Planning Department concurred with the SFMTA's determination that the Paratransit Broker RFP is not a "project" for purposes of environmental review under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Section 15060(c).

The Planning Department's concurrence is on file with the Secretary to the SFMTA Board of Directors.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The City Attorney's office has reviewed this calendar item.

RECOMMENDATION

Staff recommends that this Board authorize the Director of Transportation to issue a Request for Proposals for Paratransit Broker Services, evaluate the proposals, and negotiate a contract with the selected proposer for a five-year term, with an option for five additional years .

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, For the past 32 years, Muni has contracted out paratransit services to a Paratransit Broker who performs vital functions such as managing subcontracts with paratransit service providers, monitoring service quality, administering client eligibility, managing the sale of fare instruments, and acting on behalf of the SFMTA as the principal customer service representative for paratransit services; and,

WHEREAS, The SFMTA provides approximately 800,000 paratransit trips per year to persons with disabilities in San Francisco through its contract with a paratransit broker; and,

WHEREAS, Under its contract with the SFMTA, the paratransit broker operates the SF Paratransit program, which provides door-to-door, shared-ride van services for people who are unable to use Muni's accessible buses, trains, and streetcars some or all of the time due to their disability; and,

WHEREAS, Since the current Paratransit Broker Contract will expire on June 30, 2016, the SFMTA is preparing a request for proposals (RFP) for a new paratransit broker contract; and,

WHEREAS, The RFP outlines the scope of work and requisite organizational capacity necessary to administer the distinct service characteristics of SFMTA's paratransit program and incorporates feedback from consumers and stakeholders regarding performance expectations of the Paratransit Broker; and,

WHEREAS, The Paratransit Broker RFP is not a "project" for purposes of environmental review under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Section 15060(c); now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to issue a Request for Proposals for Paratransit Broker Services, evaluate the proposals, and negotiate a contract with the selected proposer for a five-year term, with an option for five additional years.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of November 3, 2015.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

SFMTA

Municipal Transportation Agency

Request for Proposals for Paratransit Broker Services

Contract No. SFMTA 2016-17

CCO No. 15-1367

For Period from July 1, 2016

through June 30, 2021



DATE:

PRE-PROPOSAL CONFERENCE: November 17, 2015

DEADLINE FOR SUBMISSION: December 18, 2015

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REQUEST FOR PROPOSALS FOR PARATRANSIT BROKER SERVICES

I. INTRODUCTION AND BACKGROUND

A. Introduction

The San Francisco Municipal Transportation Agency (SFMTA) invites interested parties to submit Proposals for an exclusive agreement to provide paratransit brokerage services for administration and oversight of the City's Paratransit Program. These services include the direct management of a comprehensive program for the delivery of subsidized accessible van and taxi services for persons with disabilities who reside in or visit San Francisco. The program meets the requirements of the transportation provisions of the Americans with Disabilities Act of 1990 (ADA), and is an integral component of a system of accessible services, which includes the San Francisco Municipal Railway's accessible fixed route diesel coach, trolley coach, light rail, and historic streetcar services.

This exclusive agreement will begin with start-up tasks (if required) during the period from April 1 through June 30, 2016. The agreement includes the management of paratransit services for the period beginning July 1, 2016 and ending June 30, 2021. Upon completion of this contract period, the SFMTA may also exercise an option to extend the contract an additional five years, through June 30, 2026. The total amount of this agreement is subject to the availability of funds, which must be approved annually.

The award of this agreement will be made to the prospective contractor whose Proposal best:

- Demonstrates the ability to carry out appropriate and customer service-oriented programs for senior and disabled clients;
- Provides a plan to manage the delivery of cost-effective transportation service that meets the requirements of the SFMTA's Paratransit Program in compliance with the ADA;
- Describes an efficient approach for the administration of services

To have its Proposal considered, a proposer must meet the minimum qualifications detailed in Section IV.A of this RFP.

B. Definitions

For purposes of this RFP, capitalized terms shall have the meanings set forth below:

- 1. Americans with Disabilities Act; ADA.** The Americans With Disabilities Act of 1990.
- 2. Broker; Paratransit Broker.** The Contractor selected to provide paratransit Services pursuant to this Agreement.
- 3. Broker's Office.** The office where the Broker conducts its administrative operations, located at 68 12th Street, San Francisco, CA 94103.

4. **Budget.** Documentation of anticipated expenses for an upcoming fiscal year to be prepared by Broker and approved by City, to include estimates of Operating Expenses.
5. **Contractor.** The firm selected to provide paratransit brokerage services for the SFMTA.
6. **Current Contractor:** Transdev Services Inc.
7. **Customer; Rider.** A person within the Service Area who meets all Program eligibility requirements and who requests paratransit services from Contractor.
8. **Customer Database.** The local database to be maintained by Contractor on Trapeze Pass software, which manages eligibility, interfaces with the debit card software system, and uploads Customer eligibility status to the MTC's Regional Eligibility Database.
9. **Director of Transportation; Director.** The Director of Transportation of the Municipal Transportation Agency.
10. **Fare Media.** Fare payment methods and technologies for paratransit service, such as SF Access ride tickets or the paratransit taxi debit card.
11. **Federal Transit Administration; FTA.** An operating administration of the U.S. Department of Transportation.
12. **Fiscal Year (FY).** July 1 through June 30.
13. **Group Van.** A mode of service in the SF Paratransit program that provides pre-scheduled transportation services to groups of ADA-certified Riders to a single location, such as an adult day health care program or a work site.
14. **Holidays.** New Years' Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.
15. **Inter-County Paratransit Service.** Direct regional paratransit service available for paratransit Customers through agreements with the East Bay Paratransit Consortium and Golden Gate Bridge, Highway and Transportation District.
16. **In-Taxi Equipment (ITE).** Hardware installed in San Francisco Taxis that will accept the paratransit debit card as a form of payment.
17. **Management Fee.** The fee established in Section 5.3 of the Agreement.
18. **Manager.** The Manager of the SFMTA's Accessible Services Program or his or her designee.
19. **Mobile Data Computers (MDC).** Portable, on-board computers, which will be mounted in SF Paratransit vans for the purpose of providing a direct interactive communications link to the software systems of the Broker and/or Service Provider.
20. **Modes.** The different means of providing Paratransit Services, including Taxi, Group Van, SF Access, and Shop-a-Round Shuttle.

21. Muni. The San Francisco Municipal Railway, the public transportation system of the City and County of San Francisco, under the jurisdiction of the SFMTA.

22. Municipal Transportation Agency; SFMTA. The Municipal Transportation Agency, an agency of the City and County of San Francisco established by San Francisco Charter Article VIII A.

23. Metropolitan Transportation Commission; MTC. The nine-county San Francisco Bay Area regional transportation planning agency.

24. No-Show. A situation when the vehicle arrives at the designated origin location within the pick-up time window (which is five minutes before or 15 minutes after the promised pick-up time), and the Customer:

- a. Does not board within five minutes after the arrival of the vehicle (and the driver has announced his or her presence at the door);
- b. Refuses the ride (except if the vehicle arrives more than 15 minutes past the pick-up time, and the Customer refuses the ride due to this lateness);
- c. Cancels at the door;
- d. Is not present at the appointed location after the driver announces his or her presence; or
- e. Is not ready for transport at the scheduled pick-up time

25. Operating Expenses. Anticipated and authorized service operating costs and expenses, including but not limited to payments to subcontractors.

26. Paratransit Debit Card System; PDCS. An account-based application that will allow taxi Riders to use a debit card to pay the fare. The PDCS system will use a magnetically striped card with the Rider's name, a unique identification number and photograph that will identify the Rider and automatically process authorization, payment and reconciliation of the paratransit fare through specialized debit card reading equipment to be installed in taxis.

27. Paratransit Grievance Committee. A committee to be established by the Broker for the purpose of hearing Customers' grievances.

28. Paratransit Plus Program. A program for persons who do not qualify for Services under the eligibility criteria of the ADA, but have demonstrated a high level of difficulty using Muni bus and light rail services.

29. Peer Escort Program. A program for Group Van that provides an escort for senior citizens and persons with disabilities on routes to and from select adult day health centers and adult day centers.

30. Proposal. The Proposal submitted by Broker in response to the Request for Proposals.

31. Ramped Taxi. Taxis with ramps that are accessible by persons using wheelchairs.

32. Regional Eligibility Database; RED. Regional Database used by all Bay Area agencies providing paratransit services for the purpose of tracking eligibility status for Bay Area paratransit Riders.

33. Request for Proposals; RFP. The Request for Proposals issued by City for paratransit brokerage services.

34. San Francisco Paratransit Coordinating Council, PCC. Muni's community advisory body for paratransit services in San Francisco, comprised of paratransit consumers, SF Access and Group Van and Taxi providers and social service representatives. The PCC was established in the late 1970's to advise Muni on matters of paratransit and accessibility, and to advocate for the needs and views of the elderly and disabled community regarding Muni's paratransit services.

35. Service Area. The area within which Contractor must provide the Services required by this Agreement, which includes the area within the geographic boundaries of the City and County of San Francisco, Treasure Island. In San Mateo County the Service Area includes any location within a ¾ mile corridor on either side of an operating MUNI route within the portion of northern San Mateo County that is bounded on the south by School Street, and which includes the Daly City BART station, Westlake Shopping Center, and Top of the Hill, Daly City, and transfer points to San Mateo County's RediWheels service, including but not limited to the Stonestown Shopping Center on 9th Avenue, Daly City. The Service Area also includes the Marin Headlands on Sundays and the following holidays: New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

36. Service Costs. Costs of the transportation services by all Modes providing paratransit service.

37. Service Standards. Specific, measurable standards that stipulate the level of service quality that paratransit Riders can expect from the Paratransit Broker and the Transportation Service Providers.

38. SF Access. Pre-scheduled ADA van service (formerly called ADA Access and Lift Van) currently provided pursuant to an agreement between the Contractor and Mobility Plus Transportation (MPT).

39. SF Paratransit Program; Program. The City and County of San Francisco's program to provide paratransit transportation services to eligible Riders in San Francisco as a component of Muni's accessible fixed route diesel coach, trolley coach, light rail, and historic streetcar services, in accordance with all applicable Service Standards.

40. Shop-A-Round Shuttle. A grocery shopping service for seniors and persons with disabilities provided as one of the services in the Paratransit Program.

41. Subscription Service. A paratransit service for qualifying trips to and from fixed point destinations at the same time(s) and day(s) of the week for a period of at least 30 days.

42. Successor Broker; Successor Contractor. The Proposer selected to become the new Paratransit Broker.

43. Taxi. A motor-vehicle-for-hire licensed as a taxicab by the SFMTA and governed by the SFMTA.

44. Transportation Service Providers; Service Providers. Providers of SF Access, Group Van, and Taxi transportation services for the SF Paratransit Program.

45. Van Gogh Shuttle. A service to provide groups of seniors and persons with disabilities transportation to plays, movies, museums and other cultural events.

C. Proposal Options

1. Option A: Traditional Brokerage Model.

Option A is the model that was in place until late 2014 in San Francisco, which consists of paratransit brokerage services for administration and oversight of the City's Paratransit Program. Under this option, the Paratransit Broker would not be a Transportation Service Provider in San Francisco.

2. Option B: Brokerage and Transportation Operations Model.

In 2014, the SFMTA implemented a new contracting service model. As such, the SFMTA is offering Proposers a second Proposal option. Under **Option B**, the SFMTA would enter into a contract with a firm that would provide both brokerage administrative functions and act as a Transportation Service Provider for the SF Access service, a portion of SFMTA and Group Van services, and the two shuttle services, Shop-a-Round and Van Gogh. Under this option, the Proposer must propose the make-up and staffing for both the administration and oversight functions of the Broker and of the transportation services mentioned above.

Proposers may submit Proposals for Option A or Option B or for both options.

Proposers submitting an **Option B** Proposal may substitute the term "Contractor" whenever the term "Broker" or "Service Provider" is used in the RFP.

D. Background

The SFMTA is the agency of the City and County of San Francisco in charge of all surface transportation in San Francisco. The SFMTA includes the Muni and the former Department of Parking and Traffic (now known as the Sustainable Streets Division). Muni is the seventh largest public transit system in the United States measured by Ridership. Muni has approximately 700,000 passenger boardings per weekday and provides transit along 1,075 round-trip route miles. Its fleet of over 1,000 vehicles, more than half of which are electric, is composed of 151 subway-surface light rail vehicles, 333 electric trolley buses, 495 motor coaches, 40 cable cars, and 34-50 unique historic streetcars.

The SFMTA, through its Accessible Services Division, oversees the SF Paratransit Program and the Paratransit Broker contract. The SF Paratransit Program provides approximately 800,000 trips a year for paratransit customers.

Muni has offered paratransit services since 1978, 12 years before the ADA was enacted. Because San Francisco provided paratransit services prior to the passage of the ADA, many of the service elements of the SF Paratransit Program exceed the minimum requirements of the ADA. Over the past 38 years, the SF Paratransit Program has been contracted out to a paratransit broker, and the program has matured and evolved in order to best respond to the

needs of San Francisco's senior and disabled citizens. The program has periodically undergone significant changes to achieve compliance with federal mandates and local policy choices.

Proposers should note that previous paratransit brokers have historically worked closely with Muni, its governing bodies – the Public Utilities Commission (PUC), the Public Transportation Commission, and now the SFMTA Board of Directors – as well as the San Francisco Paratransit Coordinating Council (PCC) – to implement modifications to improve the quantity, quality, and cost-effectiveness of services. Flexibility and innovation have been required on the part of the Paratransit Broker as opportunities have arisen to test and develop promising concepts.

Exhibit 1 documents the history and timeline of key activities and milestones of the program since its inception. The current rules and regulations governing the SF Paratransit Program are set forth in detail in **Exhibit 2** (Rider's Guides for the SF Paratransit Program) and **Exhibit 3** (SFMTA Rules of Operation for the SF Paratransit Program).

The SF Paratransit Program has significantly upgraded its infrastructure. The current Broker has upgraded its Customer Database, reservations and scheduling system (Trapeze PASS, see **Exhibit 4**). In addition, the SFMTA has employed a Paratransit Debit Card System (PDCS) to allow patrons to pay for paratransit Taxi trips. The goal of these hardware and software upgrades was to increase the efficiency, accuracy and flexibility of the SF Paratransit Program, to reduce reliance on paper transaction records and to increase tracking, monitoring and reporting capabilities. The PDCS was fully implemented in 2011. See **Exhibit 5** for a description of the PDCS.

For an organizational chart depicting the participants in the Paratransit Program and their relationships, see **Exhibit 6**.

E. Elements of the SF Paratransit Program. The following are components of the SF Paratransit Program:

1. SF Access

SF Access provides pre-scheduled, door-to-door van services for ADA paratransit-eligible individuals, which must be arranged one to seven days in advance. For qualified wheelchair users who are unable to independently negotiate the steps of their residences, SF Access also provides a limited number of stair-assist services. For a more complete description, please refer to **Exhibits 2 and 3**.

The Current Contractor now provides SF Access service as a result of an amendment to its agreement with the SFMTA. Transdev replaced the initial Transportation Service Provider, its subcontractor, MV Transportation, on September 1, 2014, and assumed the Service Provider activities until the end of its contract. (**Exhibit 8**).

There is a small component of SF Access service call “stair-assist.” Approximately 6,250 stair-assisted trips were completed in Fiscal Year 2014-15. These are trips in which a stair assist device or a two-person team is needed to transport a Rider up or down a number of exterior stairs. For example, a person needing stair-assist service needs assistance to get up and down exterior stairs at his or her home. Usually, these are non-elevator buildings. SFMTA expects a new contractor to provide stair-assist services.

Currently, the Broker sells approximately 3,800 SF Access Fare Media tickets to paratransit Customers each month. There are approximately 13,500 registered SF Access Customers in the SF Paratransit Program.

The City owns 112 paratransit vans, which are used in the SF Access and some Group Van service. See **Exhibit 9** for a list of the City-owned vehicles. The Successor Contractor will be required to assume the all existing leases for the remainder of their terms.

If the SFMTA selects Option A, the Broker will be responsible for subleasing the vans to Transportation Service Providers. All subleases must be extended to coincide with the end of the term of the agreement. See **Exhibit 10** for a sample lease agreement between the Broker and an SF Access service provider.

If the SFMTA selects Option B, the Successor Broker will be required to assume the existing subleases and service agreements for the remainder of their terms and extend the terms of the vehicle service agreements to coincide with the end of the contract term.

As an alternative, the Broker may propose procuring vehicles itself, which would be funded by the SFMTA. SFMTA has used the state's procurement process, through Caltrans, to purchase paratransit vehicles in the past. The Contractor could also propose another FTA-compliant procurement process in the future. The state procurement has limited vehicle types and has not allowed an option for high-top smaller vans, which can provide more maneuverability on narrow congested streets than the traditional cutaway van. Proposers who elect to procure their own vehicles must identify the staff members who will be responsible for conducting the procurement process.

2. Group Van Services

Group Van services are routine, pre-scheduled group trips transporting ADA-eligible Customers to a single location from the facilities of approximately 24 San Francisco social service agencies. Group Van service is not required by the ADA, but has proved to be cost effective. Group Van Services to and from social service agencies are currently provided by Transportation Service Providers using vans and buses that accommodate both ambulatory Customers and wheelchair users. Some Group Van Services are funded by the Department of Aging and Adult Services (DAAS), which also funds a small number of shopping trips for seniors (7,330 shopping trips in Fiscal Year 2014-15).

The Current Contractor manages agreements with five Group Van Transportation Service Providers. See List of Group Van Contractors in **Exhibits 11**. See **Exhibit 12** for a sample Memorandum of Understanding in place between the Current Contractor, Group Van providers, and social service agencies. The current Group Van provider agreements with companies other than the Current Contractor end on April 30, 2017 and May 31, 2017 and are expected to be assigned to the new Contractor. See a sample Group Van Agreement in Exhibit 13.

Tickets are not usually provided to Group Van Customers; typically, the Broker bills service fares monthly to agencies receiving Group Van services. There are approximately 2,300 registered Group Van Customers in the SF Paratransit Program.

3. Taxi Services, Including Sedans and Ramped Taxis

The SFMTA regulates and monitors the City's public Taxi industry. The City's Transportation Code requires that all Taxi companies operating in San Francisco participate in the SF Paratransit Program provided they meet SFMTA's minimum participation requirements (**Exhibit 14**). The Current Contractor manages 27 contracts with Taxi companies and dispatch services governing their participation in the Program.

The San Francisco Taxi fleet consists of about 1,800 sedans and 100 wheelchair-accessible ramped mini-vans. All Taxis are equipped with two-way radios for dispatching and other communication needs, e.g., medical emergencies and road-call service. The paratransit Taxi Customer is able to use the general public Taxi system like any other Taxi patron by either calling or hailing a Taxi.

Though Taxis do serve ADA-eligible Customers, Taxi service is not required under the ADA, nor is Taxi service subject to all ADA paratransit requirements. For example, the paratransit Taxi service is not subject to ADA rules regarding trip denials (there are limits on available Taxi service) and fare limits (some long distance fares may exceed ADA maximums). All ADA-eligible Customers are entitled to use SF Access service if a Taxi does not meet their needs, but for many customers, using Taxis is more convenient and better meets their transportation needs.

The SFMTA uses an electronic debit card processing system for payment of paratransit Taxi trips. The Paratransit Debit Card System (PDCS) is an account-based application that allows ADA-eligible patrons to use a debit card for Taxi fare payment. The PDCS uses a magnetic stripe card with the Customer's name, unique identification number and photograph. Participating Taxi companies must have equipment in their vehicles to read and recognize the debit card and transmit the transactions back to the debit card application servers for authorization, reconciliation, and data collection and analysis. See **Exhibit 5** for a description of the PDCS system. The PDCS is the sole payment source for paratransit Taxi trips.

The SFMTA has also developed a Ramped Taxi driver incentive program to provide incentives to Ramped Taxi drivers to achieve better, on-demand, accessible Ramped Taxi service to persons who use wheelchairs. Typical "incentives" include monthly payments to Taxi companies for distribution to Ramped Taxi drivers, credit toward the down payment of a sedan medallion, and Airport Short Passes, which allow the Taxi driver to go to the front of the Taxi line at the airport. This program is also intended to help compensate drivers for the additional cost of providing Ramped Taxi service and improve driver retention.

The Broker's management tasks related to the Ramped Taxi incentive program include a monthly review of electronic Ramped Taxi trip data to ascertain that the trips were valid paratransit wheelchair trips, identifying and notifying drivers of incentives that they have qualified for, and producing a final report summarizing the total number of drivers and incentive payments. See **Exhibit 15** for a sample Ramped Taxi incentive report.

There are approximately 12,000 registered paratransit Taxi Customers in the SF Paratransit Program.

4. Inter-County Paratransit Service

To better coordinate paratransit services for Customers travelling between San Francisco and Marin County or the East Bay, direct regional paratransit service is available through agreements with local transit agencies to provide inter-county paratransit services. The SFMTA has entered into agreements with the Golden Gate Bridge, Highway and Transportation District (Golden Gate Transit), in Marin County, and the East Bay Paratransit Consortium, which

serves BART and AC Transit patrons. See **Exhibit 16**. The agreements stipulate that both Whistlestop Wheels (on behalf of Golden Gate Transit) and East Bay Paratransit will provide certain paratransit services in the Muni service area, and the SF Paratransit Broker will process, on behalf of the SFMTA, payments due to Whistlestop Wheels and East Bay Paratransit for providing such paratransit services for the SFMTA.

Although the SFMTA does not have an agreement with SamTrans, the public transit operator for San Mateo County, SamTrans provides some direct paratransit service between San Francisco and San Mateo County. To complement its fixed route service to some areas of San Francisco, SamTrans provides paratransit service within three-quarters of a mile of SamTrans' routes. Transfer trips are also available for Customers traveling to or from San Mateo County from other parts of San Francisco.

5. Shop-a-Round and Van Gogh Shuttles

The SFMTA operates a shopping shuttle service, called Shop-a-Round, and a social and cultural shuttle, called Van Gogh, for seniors and persons with disabilities funded with federal and state Lifeline Transportation grants. The Shop-a-Round Shuttle began in the Fall of 2010, while the Van Gogh Shuttle launched in the Spring of 2013. The Lifeline grant program will expire by June 30, 2017. SFMTA will explore other grant funding opportunities to extend this service.

The Shop-a-Round Shuttle provides group grocery shopping trips and escort services (carrying of groceries from the store into the van and from the van to the residence) to seniors and persons with disabilities citywide. Currently the van shuttle operates six days a week (Monday-Saturday) and provides both morning and afternoon trips to a prescheduled set of grocery stores. There is also a Taxi component of Shop-a-Round, which allows individuals to use a Taxi to go to and from a grocery store. Participants registered in Shop-a-Round Taxi are issued a designated Taxi debit card that can only be used for this purpose. The Current Contractor provides the Shop-a-Round van service.

The Van Gogh Shuttle provides transportation for groups of seniors and persons with disabilities to various cultural and social events throughout San Francisco. All trips must have a designated trip coordinator responsible for registering all participants and providing the designated Broker staff with trip information and details. Service is provided by request. The Current Contractor provides the Van Gogh Shuttle service.

The Contractor will be responsible for the management of the Shop-a-Round Shuttle and the Van Gogh Shuttle, including managing Service Provider contracts, participant registration, outreach, trip verification, and service quality. See **Exhibit 17** for Shop-a-Round eligibility guidelines and registration form. See **Exhibit 18** for Van Gogh eligibility guidelines.

6. Service Utilization Data

The following table illustrates a three-year trend of total number of trips, revenue hours, expenditures, complaints and on-time reliability percentages for all of the Modes of service described above.

FIGURE 1: THREE-YEAR PARATRANSIT GENERAL STATISTICS

	FY14-15	FY13-14	FY12-13
Trips			
Total Taxi	273,548	261,146	277,761
Sedan	260,032	245,680	248,975
Ramp Taxi	13,516	15,466	28,786
Total SF Access	238,108	233,412	219,278
Ambulatory	167,072	162,117	149,924
Wheelchair	71,036	71,295	69,354
Group Van	205,684	214,401	211,148
Transdev	53,196*	n/a	n/a
Intercounty	12,721	15,502	16,269
Laguna Honda	2,103	2,263	2,554
DAAS + Shopping Trips	39,945	37,163	44,079
Transdev	7,198*	n/a	n/a
Shop-a-Round	6,990	5,976	5,955
Van Gogh	1,311	1,312	280
Total Trips	780,410	771,175	777,324
	FY14-15	FY13-14	FY12-13
Revenue Hours			
SF Access	173,740	154,202	136,308
Transdev	144,143*	n/a	n/a
Group Van	36,355	42,120	39,646
Transdev	12,772*	n/a	n/a
DAAS	5,846	5,863	5,830
Transdev	2,604*	n/a	n/a
Shop-a-Round	2,755	1,542	1,112
Van Gogh	332	157	n/a

	FY14-15	FY13-14	FY12-13
Expenditures			
Taxi	\$3,792,426	\$3,606,989	\$3,837,861
SF Access	\$10,314,418	\$7,924,320	\$6,953,013
Group Van	\$3,148,227	\$3,169,790	\$3,134,775
Intercounty	\$155,624	\$153,149	\$155,428
Laguna Honda	\$32,851	\$24,132	\$22,632
DAAS + Shopping Trips	\$735,116	\$594,732	\$674,993
Shop-a-Round/Van Gogh	\$248,848	\$211,893	\$118,047
Ramp Taxi Incentives	\$79,960	\$80,930	\$52,175
Broker**	\$3,354,778	\$3,486,321	\$3,062,872
Total Expenditures	\$21,862,249	\$19,252,256	\$18,011,797
Complaints			
Taxi	80	100	83
SF Access	912	719	551
Group Van	15	20	10
Shop-a-Round/Van Gogh	11	8	10
Broker	9	19	17
On Time Reliability			
Taxi	95.70%	96.32%	88.26%
SF Access	82.79%	82.03%	79.57%
Group Van	91.58%	90.84%	91.42%

*Figures are only for 10 months of service and are a subset of the totals in each mode (September 2014 - June 2015)

**DAAS pays a small portion of the Broker costs, which is proportional to the cost of actual DAAS Van Service

7. ADA Paratransit Certification Process

A key element of the services to be provided by the Paratransit Broker is the evaluation of all applicants for eligibility for paratransit services under the ADA. ADA eligibility for paratransit is limited to persons whose disability prevents independent use of fixed route transit some or all the time. See 49.C.F.R. § 37.123. The Bay Area Partnership Accessibility Committee, in conjunction with MTC, has developed regional certification guidelines that are used by public transit operators within the Bay Area. Certification information is uploaded to a regional database, called the Regional Eligibility Database (RED), which is accessible to all participating transit agencies. Participating transit agencies have agreed to honor each other's eligibility decisions. See **Exhibit 19** for the ADA application currently in use by most participating operators. SFMTA is currently piloting a “short”

recertification form with several of its Group Van agencies who have Riders that are permanent with full eligibility for the paratransit program. SFMTA may elect to expand this “short” recertification form to a larger segment of paratransit Riders (see **Exhibit 20**).

Currently, approximately 13,500 ADA-certified paratransit Customers are enrolled in the Program, of which 11,810 are considered active users. ADA-certified individuals must undergo a re-certification process every three years, unless they were temporarily certified and thus have a shorter eligibility period. Approximately 250 new applications are received each month (all of which are processed within 21 days). On average, 475 new and re-certification applications are received each month.

Approximately 23 percent of applicants who are denied eligibility request an appeals hearing. In Fiscal Year 2014-15, there were 429 denials out of 5,918 total applications processed (7.2% denial rate). Of those 429 denials, 99 were appealed. Of the 84 denials that were forwarded to the Appeals Panel during the fiscal year, 50 were overturned by the Appeals Panel.

8. Paratransit Plus Program

The Paratransit Plus Program is a limited Taxi program for persons who do not qualify for paratransit services under the eligibility criteria of the ADA, but who have demonstrated a high level of difficulty using public transit. Paratransit Plus Customers are able to purchase a maximum of \$60 worth of taxi service per month at the same subsidized cost as ADA paratransit-eligible Taxi Customers (\$5.50 per \$30.00 worth of service.)

The Broker works in conjunction with SFMTA staff to review applications for participation in the Paratransit Plus program and certify Customers into the Paratransit Plus program (**Exhibit 21**).

There are currently 175 participants enrolled in the Paratransit Plus program.

9. Customer Database

The Current Contractor manages the Customer Database, which uses Trapeze PASS Version 14 software. Customers may be registered in more than one Mode of paratransit service. This software program is used by the Current Contractor to register eligible program participants, to confirm services provided to Customers in order to validate subcontractor invoices, and to track financial and other contract statistics in order to generate invoices and statistical reports. The City holds a license to use the Trapeze PASS software. The Successor Contractor will be responsible for assuming all agreements associated with the Trapeze PASS software.

10. Customer Service

Approximately 450 Customers visit the Broker’s Office each week. Of those, approximately 75 Customers come in for photo ID appointments, and about 75 Customers come in for in-person second level assessment interviews that are conducted weekly as part of the process for certification of eligibility. The remaining Customers come in to purchase Fare Media (Taxi debit card value and SF Access van tickets).

The Broker’s Office receives approximately 800 phone calls per week.

11. Mobility Management

SFMTA has received a federal New Freedom grant to initiate several new and expanded activities. Among the activities includes implementing an information and referral center and Peer Escort Program for the Group Van service, expanding Paratransit Plus, developing a more comprehensive travel training program, and identifying opportunities for resource sharing and coordination. Funding is expected to arrive in Spring 2016 and be expanded over a two-year period. One program, the Peer Escort Program, is expected to commence in September 2015 with funding from the DAAS.

The Successor Contractor will assume the management of these programs and is expected to collaborate with City agencies and SFMTA to foster their growth.

II. SCOPE OF WORK

A. Scope of Work

The Contractor shall monitor and track the provision of services through three main delivery Modes (SF Access, Group Van and Taxi) in accordance with the ADA, as applicable, and SFMTA policies. The Contractor must also comply with the Service Standards for persons who meet established Program eligibility requirements, and shall report to the SFMTA as required by the Agreement. The Service Standards are established in the SF Access and Group Van provider contracts (**Exhibits 8 and 13**) and the SF Paratransit Rules of Operation (**Exhibit 3**). The Scope of Work tasks listed in this Section II are a general guide. The SFMTA encourages proposers to identify innovative and creative options and ideas for meeting program goals, lowering costs, increasing efficiencies and improving Customer service. The duties of the Contractor may, at the City's discretion, be modified during the contract negotiations or during the term of the contract.

B. Option A Tasks

1. Start-up Tasks if the Current Contractor is not Selected. If the Current Contractor is not Selected, the Successor Contractor shall perform the following start-up tasks:

a. Assume Current Contractor's existing vendor leases, subcontracts and subleases for the remainder of their terms. See **Exhibit 22** for a list of vendor contracts and leases with terms beyond the term of the current Broker contract. **Exhibits 23 and 24** contain agreements related to the operation of the Broker's Office.

b. Coordinate with the Current Contractor to implement an orderly transfer of all records, equipment, materials, supplies and anything else purchased with SFMTA funds or necessary for the performance of the Agreement to ensure that there is no interruption in paratransit services to Customers or deterioration of the quality of paratransit services resulting from any transition between Contractors.

c. Negotiate an extension with the Current Contractor through May 31, 2017, for all services the Current Contractor currently performs as a Transportation Service Provider, including SF Access, portions of Group Van, Shop-a-Round, Van Gogh, and a small amount of DAAS services. This extension will allow the Successor Contractor to have sufficient time to start up the brokerage services and to conduct a competitive bidding process for all TSP Services provided by the Current Contractor and those provided by the other contractors. Proposers may offer an alternative approach or timeline and explain how it results in a smoother, more cost-effective transition.

d. At the time of the SF Access and Group Van transition, coordinate with the Current Contractor to transfer all SFMTA-owned vehicles (**Exhibit 9**) and ensure that the new TSP Contractor assumes the lease of the Current Contractor's operations facility at 575 Tunnel Avenue and maintenance facility at 290 Industrial Way, both in Brisbane, CA, including all inventory that is available for paratransit operations and maintenance (**Exhibit 25**).

2. Start-up Tasks for the Contractor (whether a Successor Contractor or the Current Contractor). The Contractor shall perform the following start-up tasks:

a. Enter into contracts with all SF Taxi dispatch services and/or Taxi companies by screening for compliance with minimum requirements for Program participation, as described in **Exhibit 14**.

b. Selection of SF Access and Group Van Transportation Service Providers through a competitive solicitation. The selection of Group Van and SF Access contractors must include an opportunity for protests of the contract award to be directed to the Director of Transportation or his or her designee. The Contractor shall ensure that the selected subcontractor for the SF Access (and any associated transportation services provided by this company) shall maintain the existing wage and benefits schedule (**Exhibit 26**) and abide by the prevailing wage ordinance (pending Board of Supervisors' approval) applicable to the contract (**Exhibit 27**).

c. Develop and maintain a structured asset management protocol for all assets purchased with City funds, including, but not limited to, City-owned vehicles, and all office furniture and equipment. See **Exhibit 28** for a current list of inventory of furnishings and equipment at the Broker's Office.

d. Extend subleases and service agreements of City-owned vehicles to subcontractors

e. Implement an ongoing third party inspection program to ensure that regular maintenance of City-owned vehicles is occurring in compliance with applicable standards, and that such maintenance is adequately documented. For federal and state standards, see the following: <http://www.nhtsa.gov/cars/rules/import/FMVSS/>; [https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I143B9530D46811DE8879F88E8B0DAAAE&originationContext=documenttoc&transitionType=Default&contextData=\(sc.Default\)&bhcp=1](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I143B9530D46811DE8879F88E8B0DAAAE&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default)&bhcp=1)

3. Staffing Requirements. The Contractor shall provide staff in adequate numbers and with adequate qualifications to perform all requirements of the Agreement. In addition, the Contractor must provide the following resources:

a. A project manager to act as a single point of contact with SFMTA.

b. Management level staff for finance, eligibility, operations, contract monitoring, planning, and mobility management.

c. Staff to participate in and report to public meetings and working groups on paratransit service issues, including Customer and stakeholder committees of the PCC. The Contractor will be responsible for staffing the three modal subcommittees of the PCC Executive Committee -- the Taxi/Ramped Taxi Subcommittee, the Group Van Subcommittee and the SF Access Subcommittee. Duties include developing the agendas, taking minutes, and mailing the agenda packets in conjunction with the Chair of each subcommittee. Typically, there

is one subcommittee meeting per month. The Contractor must prepare meeting minutes following each meeting, including any recommendations to SFMTA that result from the meeting.

d. Front-line staff for the following functions: eligibility determinations, Customer accounts, fare media sales, field monitoring, customer service, mobility specialists and administrative support. Please see **Exhibit 29** for a list of the all current Broker positions.

e. Technical staff with sufficient skills and expertise to maintain the ongoing operation and maintenance of the Trapeze Customer Database and dispatch and scheduling software, including vehicle schedule and trip tracking system, using MDCs, the IVR Trip Info Line, the PDCS, RED uplink and all associated interfaces; manage the contracts with Trapeze (**Exhibit 4**) and CabConnect (**Exhibit 30**). Provide staffing necessary to review and approved all new Taxi ITE to ensure equipment meets Paratransit Program requirements (**Exhibit 14**).

4. Ongoing Tasks: Service Monitoring. As part of the requirement of the Agreement that the Contractor monitor subcontractor performance for each Mode, the Contractor shall perform the following tasks:

a. Coordinate with the SFMTA Taxis and Accessible Services Division to ensure that all Taxis participating in the Program are in compliance with all City permit requirements.

b. Monitor paratransit debit card reports daily to track all aspects of paratransit for service usage.

c. Monitor and maintain ongoing cost-effectiveness of paratransit services by tracking costs per unit, including, but not limited to, cost per revenue hour, per trip per service mode, fare collection data, and trip productivity.

d. Implement a comprehensive service quality monitoring program that is based upon systematic monitoring and does not depend solely on Customer complaints to track performance issues such as on-time reliability, telephone response time, and driver performance. Ensure systematic monitoring of key Service Standards in all subcontracts.

e. Implement a problem-solving component to the monitoring program to develop long- term solutions to service quality issues.

f. Ensure compliance of all SF Access and Group Van subcontractors with U.S. Department of Transportation drug testing requirements, in accordance with the applicable requirements of 49 CFR Parts 40 and 655. This requirement does not apply to Section 5310 vehicles that are owned by third parties. In the administration of drug testing, coordinate with and cooperate with SFMTA's Substance Abuse Program.

g. Monitor and document Transportation Service Provider performance and enforce subcontractor compliance with all applicable requirements of the Agreement. The Contractor's monitoring tasks shall include effective monitoring for fraud and misuse of the Program by Customers and Service Providers.

5. Ongoing Tasks: Customer Service. The Contractor shall serve as the principal customer service representative for all Customers, and shall be available to Customers during in-person visits to the Broker's Office, by telephone, by mail and through the internet.

a. **Customer Service Requirements.** Customer service must be performed in accordance with the following requirements:

i. Written, telephone and in-person Customer services under the Agreement must be made available in Chinese (spoken Mandarin and Cantonese), Russian, and Spanish.

ii. All primary written information that the Broker provides to Customers must be available in large print, American Braille, electronic text file, audio recording or other format required by the ADA upon Customer request.

iii. Customer information services shall be accessible via TTY (or other comparable telecommunications access methods, such as, but not limited to, video relay services or California Relay Service).

iv. The Broker must maintain a website that is in full compliance with applicable federal and state disability access laws, including but not limited to the requirements of the ADA and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d). Title 36 of the Federal Code of Regulations, Section 1194.22, which implements the Rehabilitation Act of 1973, outlines 16 standards, concerning web-based intranet and Internet information and applications. A website will be in compliance with the 508 standards if it meets the requirements of paragraphs (a) through (p) of Section 1194.22. The website must also be compliant with the Federal Section 508 ICT Refresh after such rulemaking is complete.

v. The Contractor shall provide American Sign Language interpretation or real-time captioning at the Broker's Office if a Customer gives at least 72 hours' notice of the request for such accommodations.

b. **Fare Media Sales.** The selected Contractor shall sell Fare Media to Customers:

i. Fare Media shall be available for purchase from Contractor during business hours at the Broker's Office, by telephone order, or via website.

ii. Contractor shall accept cash, personal checks with valid ID card as proof of identity, and, at a minimum, the following credit and debit card: Visa and MasterCard. Broker Office staff shall be trained in procedures to accept payments when electronic cash registers or Contractor's computer systems are not operational.

c. **Broker's Office.** The Contractor, if not the Current Contractor, must assume the existing lease for the Broker Office (**Exhibit 24**). Contractor must also identify alternative office space if it is unable to extend the lease through the end of the new contract period. Any office space will need to be fully ADA-accessible; centrally located, with easy access from public transportation and from the sidewalk; preferably have customer service space on the first floor; and have a loading area for Customer drop-offs and pickups. The Broker's Office shall be open to the public for purposes related to the Program, including, but not limited to, the purchase of Fare Media, obtaining application forms or submitting applications for

eligibility certification, obtaining Customer identification, taking photos for Customer identification, eligibility interviews, filing a complaint, or obtaining written instructional materials or in-person assistance regarding Program participation. At a minimum, the Broker's Office shall be open to Customers between 9:00 a.m. and 4:45 p.m.

d. **Telephone Service.** At a minimum, the Contractor shall be available to Customers by telephone between 9:00 a.m. and 4:45 pm in accordance with the following standards:

i. **Customer Service Availability.** A Customer service representative shall be available to answer the phones on a daily average of 98 percent of the 465 minutes during each business day.

ii. **Average Speed to Answer.** Eighty percent of all calls during business hours must be answered by a person in 45 seconds or less. All calls put on hold must be answered by a person or be transferred to an answering machine within one minute.

iii. **Average Call Hold Time.** Average call hold time during a business day may not exceed 20 seconds.

e. **TTY Service.** Eighty percent of all TTY calls in a business day must be answered by a person within 45 seconds or less. All TTY calls must be transferred to an answering machine if not answered by a person within one minute.

f. **Website.** The Contractor shall update and maintain the SF Paratransit internet site (www.sfparatransit.com) that provides general information about the SF Paratransit Program, eligibility requirements and application forms. The SF Paratransit website shall operate in accordance with the following standards for availability, speed and security of data:

i. **Website Availability.** The website must be available 99.5 percent of the 1440 minutes in a calendar day, 365 days a year. With prior SFMTA approval of proposed website maintenance dates, the website may be taken down for maintenance between the hours of midnight and 6 a.m.

ii. **Website Speed.** The average page load time into the network may not exceed four seconds on any ISP with a connection speed faster than 56kb.

iii. **Website Security.** Zero failures in encryption level and standardized intrusion testing routines.

g. **Customer Resources and Feedback.** The Contractor shall make information available to and actively solicit information from Customers for the purpose of continually improving Customer satisfaction with the Program. In fulfilling this requirement, the Contractor shall perform the following tasks:

i. Conduct a minimum of 20 Customer information sessions or workshops annually. The Contractor shall maintain documentation of all such workshops with records of attendance and instructional materials provided to attendees.

ii. Develop, implement and administer a Paratransit Appeals Committee for Customers, to serve as an independent body for any appeals filed by

Customers regarding policy-related decisions made by the Contractor, such as service suspensions or reasonable modification,.

iii. Develop, implement and administer a Customer feedback system, which shall include, but not be limited to, telephone and in-person processing of Customer complaints and commendations; detailed electronic logs of Customer complaints and commendations that can be sorted by Mode, Customer, driver, date and general subject matter category; and an annual, statistically significant, independent Customer satisfaction survey to measure Customer satisfaction with Contractor and with Transportation Service Providers.

h. Certification of Eligibility. The Contractor shall perform the following tasks to certify the eligibility of San Francisco residents and visitors to participate in the Program:

i. Make the SFMTA-approved Program application (**Exhibit 17**) available without charge to San Francisco residents at the Broker's Office, by mail or fax when requested, and through the website. The Broker shall also distribute application forms to social service agencies serving senior citizens and persons with disabilities.

ii. Accept applications for Program participation by mail, personal service or fax. The Contractor should also make a proposal/recommendation for accepting applications electronically through the website.

iii. Evaluate applicants for eligibility in accordance with all requirements of the Agreement, including new Customers and existing Customers who want to be recertified. In addition to reviewing the information provided on the application form, the Contractor shall verify the eligibility of at least 90 percent of new applicants who are San Francisco residents through a second level assessment by telephone or in-person interview, and/or verification by a medical professional, as necessary. At least 50 percent of those second level assessments of new applicants must be conducted through in-person interviews. At least 30 percent of San Francisco resident applicants for recertification shall undergo a second level assessment. Individuals who have received the short recertification form will be omitted from this requirement.

iv. The Contractor shall have a process for implementation of functional assessments of applicants when necessary to verify eligibility for participation in the Program would further improve the eligibility assessment process.

v. Send notice of eligibility, conditional eligibility or denial of eligibility to the applicant.

vi. Offer any applicant who is found ineligible or conditionally eligible an opportunity to appeal the determination by presenting evidence and arguments for reconsideration in person or in writing, including providing the forms necessary to file such an appeal. See **Exhibit 3** for more specific details and appeal timeline.

vii. Conduct a management-level administrative review of the appeal.

viii. If the denial of eligibility or conditional eligibility is upheld following administrative review, convene the appeals panel in conjunction with SFMTA staff and conduct a hearing of the appeal.

ix. Following the hearing and in coordination with SFMTA staff, send a Notice of Appeal Status to the applicant with the decision of the appeals panel and information on how and under what circumstances the applicant may re-apply.

- x. Train new appeals panel members in ADA paratransit requirements and SF Paratransit procedures as necessary.
- xi. Issue a photo identification card to all registered paratransit Taxi Customers that includes any limitations or conditions on the Customer's eligibility and the date that the eligibility expires. For SF Access paratransit van Customers, a similar photo identification card can be issued upon the Customer's request.
- xii. Re-assess or revoke the eligibility of any Customer who Contractor determines to be ineligible due to information on the application that is false, inaccurate, or that has changed sufficiently to warrant a change in eligibility. Provide the due process for any appeal, as required under SFMTA rules (see **Exhibit 3**).
- xiii. Provide for the use of paratransit by qualified visitors to San Francisco.
- xiv. Enter Customers' eligibility status into the Customer Database and upload the information on each business day into the Regional Eligibility Database so that current eligibility certification information may be viewed by other participating transit agencies.
- xv. In conjunction with SFMTA staff, offer applicants the ability to participate in the Paratransit Plus program when they do not meet ADA-eligibility criteria but they have demonstrated a high level of difficulty using regular bus or light rail service.
- xvi. Administer and conduct eligibility certification and fare subsidy disbursements from donated private funds for the Helping Wheels Fund Fare Assistance Program, which provides financial assistance to low-income individuals who are ADA-eligible and who have a sudden and unexpected need for paratransit (**Exhibit 31**).
- xvii. Administer and conduct eligibility certification for Shop-a-Round and Van Gogh participants.

i. **Mobility Management**(new function in upcoming contract).

- i. Implement a transportation information and referral center, which will be a one-stop, centralized source for seniors and persons with disabilities. Staff shall be available via a telephone hotline to discuss transportation needs and develop individualized trip planning for Customers. They would also be responsible for following up with clients who stated they were interested in travel training or other transit resources. Staff shall participate in outreach to the community and market and host events in which they conduct mobility assessments, with a special emphasis on outreach to low-income and minority communities. Within the SF Paratransit website, there shall be comprehensive transportation information and referrals of resources for families and community organizations seeking transportation alternatives for seniors and persons with disabilities.
- ii. Develop a comprehensive travel training program that will benefit seniors and persons with disabilities who can use fixed route service but do not for various reasons. Among the features of such a program shall be information regarding the accessible features of vehicles, group demonstrations, and one-on-one individual training sessions. A travel trainer shall work with various senior and community centers to organize group demonstrations, including having a Muni vehicle parked and attendees shown how they can access and use all accessible features in the vehicle. The Contractor shall also develop extensive outreach to the public and

community organizations, including producing brochures and coordinating with the proposed transportation information and referral center to promote this training.

iii. Expand Paratransit Plus to provide additional transportation services for those who are generally able to use Muni and may not qualify for ADA paratransit services but need extra assistance. Individuals currently registered for this program are generally older adults (80+) who are physically frail. Broker staff should develop a separate application and eligibility process for this program with input from SFMTA.

iv. Manage the Peer Escort Program, which will provide additional assistance for individuals who attend day programs at social service agencies and are transported through the Group Van service. Staff shall coordinate resources with a human service agency, the Family Service Agency, in the training of the Peer Escorts and Program expansion. Staff shall also work with the participating social service agencies to identify “at risk” Riders who would benefit from this extra assistance.

v. Coordinate resource-sharing among social service agencies as well as between SF Paratransit and social service agencies. Staff shall examine the possibility of modifying the existing debit card software to allow other entities to provide Taxi services to seniors and persons with disabilities through a one-time use of a debit card. The mobility manager shall coordinate with these various human services and community agencies to formulate a system that would allow them to pay the fare through the one-time use of debit card instead of paying for the value of the Taxi voucher. Staff shall also identify opportunities for vehicle-sharing among social service agencies to increase their usage. The mobility manager shall explore ways that paratransit vehicles that are past their federally determined useful life may be able to be used by nonprofits to increase transportation options for seniors and persons with disabilities in the wider community, as well as to work with agencies to help develop a plan for maintenance and insurance for such vehicles.

j. Suspension of Service. The Contractor shall document any basis for suspension of paratransit services to any Customer and shall issue a warning notice to Customers in advance of any suspension that Contractor determines is required. A Notice of Suspension shall include the date and duration of the suspension of paratransit services to the Customer, the reason for the suspension, and forms and instructions for the Customer to appeal the suspension decision. The selected Contractor shall implement all required appeal procedures for suspension determinations (see **Exhibit 3**) and document the process and outcome of the appeal.

6. Ongoing Tasks: Financial/Administrative.

a. Provide administrative and fiscal oversight for all subcontracts and subleases.

b. Manage and document all transactions related to Fare Media and billing for Group Van, SF Access, Taxi, Shop-a-Round and Van Gogh services, disbursing, collecting and maintaining fiduciary control over Fare Media. Contractor shall not charge any Customer amounts in excess of the amounts approved by SFMTA.

c. Prepare monthly reports showing Contractor and subcontractor expenses and income and submit invoices to SFMTA for reimbursement in accordance with all requirements of the Agreement.

d. Manage and document all Customer information and transactions conducted as part of the PDCS (see **Exhibit 5**).

e. Manage and document payments made and received in accordance with regional Inter-County Paratransit Service agreements.

f. Disburse monthly Ramped Taxi driver incentive payments to Taxi companies, which in turn disburse the funds to the Taxi drivers.

g. Ensure that the requirements of the Prevailing Wage Ordinance are met for SF Access staff. (see **Exhibit 27**).

h. Fund a Paratransit Drivers of the Year Program to award \$100 for one driver from the SF Access, Group Van and Taxi Providers, as well as two overall awards for a van driver and a Taxi driver of the year, as nominated by Customers. At least 15 drivers shall receive awards each year.

7. Ongoing Tasks: Records.

a. The Contractor shall maintain records of all required tasks under the Agreement, including, but not limited to, compliance with all federal, state and local laws relating to paratransit services..

b. The Contractor shall maintain and secure personal information of Customers in its possession – including, but not limited to, legal documents such as powers of attorney and guardianship, contact information, and medical information – in a manner that protects all rights of privacy of Customers.

c. The Contractor shall maintain a secure location for computer equipment and for archiving all electronic records.

8. Ongoing Tasks: Reports. In the course of performing the Agreement, the Contractor shall submit reports as described in the Agreement or as requested by SFMTA, with format and content subject to approval by SFMTA, including, but not limited to, the following:

a. **Management Reports.** Weekly, monthly and annual performance indicator reports documenting all elements of services provided under the Agreement, including, but not limited to, compliance with Service Standards, summaries of financial transactions, Customer feedback, paratransit service statistics, outreach and training activities, summaries of the number of applications for certification of eligibility received, certification decisions, number of eligibility appeals processed, road supervisor reports, and any Contractor recommendation for solutions to paratransit service quality issues. See **Exhibit 32** for a sample Weekly Performance Indicator Report and **Exhibit 33** for a sample Monthly Performance Indicator Report.

b. **FTA National Transit Database Section 15 Annual Report.** Collection and compilation of all information requested by the SFMTA for its preparation of an annual audited independent report to the FTA.

c. **Daily Incident Reports/Monthly Incident Report Summaries.** Daily reports to be filed by each of Contractor's and subcontractors' employees who personally witness any vehicle accident, incidents involving any violation of law, personal injury or property damage, safety violations, and Customer No-Shows. The Contractor shall provide accident reports to the SFMTA within 24 hours, and monthly Incident Report Summaries to SFMTA for each subcontractor.

d. **Paratransit Operations Manual.** Development and implementation of an Operations Manual specifying procedures for certain material requirements of the Agreement. Contractor shall submit a written draft of the deliverable to the SFMTA for approval. The Broker shall comply, and shall require all Transportation Service Providers to comply, with the procedures in the approved Operations Manual. The Contractor shall deliver the following documents, which together shall make up the Paratransit Operations Manual:

- Emergency Preparedness Protocol
- Service Quality Monitoring Program
- Driver Training Protocol.
- Scheduling Protocol
- IT Back-Up Procedures
- Vehicle Maintenance Inspection Procedures
- Asset Management Protocols
- Paratransit Appeals Committee Procedures for Service Suspensions and Reasonable Modifications
- Customer Feedback Forms and Procedures
- Fraud Prevention Procedures
- Customer Satisfaction Survey Methodology

C. **Option B Tasks**

1. **Start-up Tasks if the Current Contactor is not the Selected**

Contractor. If the Successor Contractor is not the Current Contractor, the Successor Contractor shall perform the following start-up tasks: See Section II.B.1 above for a list of these requirements.

2. **Start-up Tasks for the Contractor** (whether a Successor Contractor or the Current Contractor). Contractor shall perform the following start-up tasks:

- a. See requirement in Section II.B.2.a above.
- b. See requirement in Section II.B.2.b above.
- c. See requirement in Section II.B.2.c above.

d. Develop a program for documenting and monitoring performance of Transportation Service Providers and enforcement of subcontractor compliance with all applicable requirements of the Agreement. The Contractor's monitoring tasks shall include effective monitoring for fraud and misuse of the Program by Customers and Transportation Service Providers. The Contractor shall propose procedures to ensure independent service quality monitoring of all Transportation Service Providers, including when such services are provided by the Contractor. Please see **Exhibit 32** for list of additional reports that must be generated on a weekly basis for Contractor's transportation services.

e. Implement an ongoing third party inspection program to ensure that regular maintenance of City-owned vehicles is occurring in compliance with applicable standards (see Section II.B.2.e), and that such maintenance is adequately documented.

3. **Staffing Requirements.** The Contractor shall provide staff in adequate numbers and with adequate qualifications to perform all requirements of the Agreement. In addition to the staff required to generally perform all work required by the Agreement, the selected must provide the following resources:

a. **Broker Staff.** See Section II.B.3 above for a list of these requirements.

b. **Transportation Service Provider.**

- i. A general manager to act as a point of contact for SFMTA.
- ii. Management level staff for operations, maintenance, safety, and the call center.
- iii. Staffing sufficient to provide all required services, such as drivers, bus aides, maintenance, call takers, dispatchers, utility, administrative/clerical.
- iv. Any additional technical support needed not provided by the Broker's staff. See **Exhibit 34** for a list of all current positions in the SF Access operation.

4. Ongoing Tasks: Service Monitoring. As part of the requirement of the Agreement that the Contractor monitor subcontractor performance for each Mode, the selected Contractor shall perform the following tasks:

- a. See requirement in Section II.B.4.a.
- b. See requirement in Section II.B.4.b.
- c. See requirement in Section II.B.4.c.
- d. Implement a comprehensive service quality monitoring program that is based upon systematic monitoring using electronic data provided by the MDCs. It is not acceptable to depend on Customer complaints to track performance issues (e.g., on-time reliability, telephone response time, driver performance). Ensure systematic monitoring of key service standards in all subcontracts and for SF Access service using MDCs, Telephone Automated Call Distribution (ACD) system, DriveCam/Lytx system, and other such tools.
- e. Ensure compliance of Contractor and all subcontractors with U.S. Department of Transportation drug and alcohol testing requirements, in accordance with the applicable requirements of 49 CFR Parts 40 and 655. This requirement does not apply to Section 5310 Vehicles that are owned by third parties. In the administration of drug and alcohol testing, coordinate with and cooperate with SFMTA's Substance Abuse Program.

5. Ongoing Tasks: Customer Service. See Section II.B.5.a-j for a list of these requirements.

6. Ongoing Tasks: Transportation Service Provider Operations.

a. **Service Operation.** Service will be door-to-door within the geographic area, 365 days, per year, and 24 hours per day. The Service Provider will be responsible for delivery of all service (trips). The Service Provider may not refuse to perform any paratransit trips or refuse to provide the service (or any portion thereof) without authorization by the SFMTA. In the event of vehicle breakdowns, equipment failure or other service interruption, the Service Provider must arrange for the deployment of spare vehicles

and/or alternative transportation. Trips not delivered, or for which alternate transportation is not provided, will be treated as missed trips and subject to liquidated damages. The Service Provider shall only provide SFMTA-funded services, unless the SFMTA authorizes otherwise.

b. **On-Street Supervision.** The Service Provider shall be responsible for supervision of day-to-day operations. The Service Provider shall designate a qualified and experienced individual as the key employee whose function is the direction and oversight of day-to-day, on-street services performed for SF Paratransit. The key employee will be the point-of-contact for communications among SFMTA, the Broker's General Manager or Director of Operations, and the Service Provider staff regarding all aspects of daily service.

The Transportation Service Provider shall provide road supervision as required to monitor and assist drivers and vehicles, respond to customer complaints, and investigate service matters raised by the Broker or SFMTA.

The SFMTA reserves the right to contract with a third party for purposes of performing monitoring activities related to Service Provider performance, or may conduct its own direct supervision of the Service Provider's performance, which activities may be performed anonymously and without notification to the Service Provider. The Service Provider's employees shall cooperate fully with contracted personnel in such efforts.

c. **Reservations and Driver Manifests.** All trip reservations by passengers will be made through the Service Provider's office. The Service Provider shall make reasonable efforts to assure the maximum availability of multi-lingual staff to handle telephone calls (reservation, ride inquiries, etc.) in Spanish, Cantonese, Mandarin and Russian. Notwithstanding, the service provider's office must be appropriately and adequately staffed at all times that service is in operation. Generally, these hours are every day from 4 am of one day to 1 am the following day, but staffing arrangements must be made if service is in operation outside those hours.

Reservations for non-Subscription Service or occasional trips are taken up to seven days in advance. The Service Provider shall ensure that its call center can accept trip reservations between 7 am and 6 pm seven days a week including all holidays. Using the furnished software, the Service Provider will enter all reservations and use MDCs for dispatch. As necessary, the Service Provider shall produce hard copy drivers' manifests, listing next-day trip orders for each run or route to be operated that day. "Where is My Ride?" telephone hours shall be during all hours the Service Provider has service on the street (first pick-up to last drop-off). The Service Provider shall ensure that each driver has at least 10 minutes to review the manifest prior to embarking on his or her route.

d. **Scheduling/Dispatching.** Through the use of a scheduler/planner, the Service Provider will be responsible for development and production of manifests or driver routes and ensuring drivers properly follow them. Dispatching should be carried out in a manner that maximizes the productivity of drivers and vehicles, while meeting the Service Standards. The Service Provider shall use the Trapeze software discussed above for reservation, scheduling, dispatching and verifying client eligibility.

i. **Scheduling.** The SFMTA expects that trip scheduling will typically be carried out the day prior to service delivery. The scheduler/planner shall ensure that standing orders, the foundation for all schedules, be properly batched and "anchored" and kept to no more of 50 percent of all trips in any hour of service.

ii. **Ride Time.** Ride time, which is the period a passenger spends onboard the vehicle, is the elapsed time between pick-up and drop-off. One-way

passenger trips should take a comparable amount of time as the same or similar trip would take on a regular Muni bus, including travel time to and from the bus stop and transfers.

iii. ACD System. The Service Provider, within the first six months of operation, must have an ACD telephone system installed, replacing the system currently in place. This phone system must have the SFMTA's approval prior to deployment.

iv. Call Procedures. The Service Provider shall have adequate staff available to take calls during all times when they are operating paratransit service. The Service Provider's staff must answer at least 95 percent of the incoming calls with a live person and minimize average hold times for reservation at less than two minutes. This requirement extends through the time that the last daily passenger scheduled for pickup is dropped off at the appointed destination. At the time of reservation, each agent shall greet the caller with the agent's first or last name. The agent shall read back the trip reservation before saving the reservation and shall furnish the caller with a confirmation number. All trip reservations shall be properly geocoded. The Service Provider shall ensure that its call center can efficiently handle reservations and "Where is My Ride?" telephone calls and meet established Service Standards.

e. Cancellations or Changes in Reservations. The Customer typically makes cancellations of trip reservations through the Service Provider's office no less than two hours from the scheduled pick-up time. In accordance with SF Paratransit Rules, cancellations received by the Service Provider after that time and up to the time the vehicle arrives to transport the individual shall be considered a No-Show. Changes in a Rider's destination or origin on the day of service shall be considered as "same-day" and will be honored only if the change(s) do not materially alter the route the trip is on. If it does, the trip shall be performed as a "same day" request and shall be scheduled only as space and time permit. Priority for "same-day" trips will be given to medically necessary trips or trips to repair mobility devices or to seek medical attention for service animals. In the case of same-day changes requested by the Broker, the Service Provider shall endeavor to honor the request and may adjust the schedule to accommodate the request if the change does not unduly disrupt service for other passengers.

The Service Provider shall have a method for allowing passenger to cancel rides using an automated system with a date/day/time stamping mechanism. The Service Provider shall have adequate staff to frequently check the system for cancellations or other changes and update driver and dispatcher rosters accordingly.

f. No-Shows. Any time a driver is on-time for a pickup, after notifying or attempting to notify the Rider of arrival, the driver will be required to wait a maximum of five minutes for SF Access Customers after the promised pick-up time prior to declaring a Rider a No-Show. On-time shall be defined as five minutes before the promised pick-up time and up to 15 minutes after the promised pick-up time. During that time, the driver must make every effort to announce his or her arrival to the Customer. Before moving on, drivers must contact their dispatcher to verify the address/location, and to check at the door of the residence or building. Drivers and dispatchers must make all reasonable efforts to locate and transport the individual. Only in cases where the driver can establish with certainty that the passenger is not and will not be available to take the trip within the allotted five-minute waiting time is it permissible to depart the pick-up location prior to the permitted time. If the scheduled pick-up is at the person's residence, a driver may be required to place a No-Show notice at the door prior to moving on. Under no circumstances may drivers register a Rider as a No-Show if the driver arrived early unless the driver has waited for the promised pick-up time to pass.

Service Provider shall ensure that during the trip check-in process, each active trip record is properly coded as completed, cancelled or a No-Show and if completed, proper fare was collected.

Service Provider should have a No-Show monitoring and tracking system with regular follow up with Riders. The Service Provider shall also coordinate with the Broker and SFMTA in the enforcement of all No-Show policies, including progressive disciplinary action.

g. **Fare Collection.** Collection of the proper fare and secure handling of fares are the Service Provider's responsibility. Currently, the fare is \$2.25 per trip for certified Riders and their guests/escorts for SF Access, Shop-a-Round and Van Gogh, unless otherwise notified. Attendants do not pay a fare. Riders can either pay by exact change or ticket that can be purchased from the Broker's Office. The SFMTA shall notify the Contractor of any alternative payment options that may become available, including the possibility of an option for individuals to purchase tickets using smart phone technology. The Broker bills all Group Van and DAAS transportation to the appropriate agency.

Service provider shall not transport any Rider who has not paid the fare unless otherwise directed to by the SFMTA. During the check-in process, the Service Provider shall ensure that all collected fares are properly coded for each completed trip.

h. **Rider Assistance.** Service Providers must use the highest degree of care in the operation of equipment and when assisting of passengers. Drivers must assist Riders upon request. In addition, when requested, drivers must assist Riders by carrying up to two bags or parcels between the vehicle and the entrance of the building at the place of origin or destination. Bags/parcels may weigh up to 25 pounds in total. Drivers must also assist Riders in wheelchairs up or down a curb or up to two stairs if the Rider is in a standard, manual chair. Drivers must also offer ambulatory Riders a steadying arm to assist them in walking. For Customers who are identified as approved for "stair assist" on the SF Access service, the Service Provider must provide the appropriate staff to provide assistance for these trips.

i. **Complaints.** Customers often direct complaints regarding paratransit services directly to the Service Provider (in addition to or instead of the Broker). The Service Provider must document, investigate and respond thoroughly to all complaints by letter within 14 days from receipt of the complaint. The Service Provider shall enter all the complaints and complaint responses in the Trapeze database. The Service Providers shall also summarize complaints received during each month by category and furnish its monthly summary to the Broker.

j. **Late or Missed Trips.** The Service Provider shall report on a daily basis a summary of the previous day's late and missed trips in a format approved by the SFMTA.

k. **Drivers and Driver Training.** Service Providers must supply a sufficient number of properly qualified personnel to operate vehicles and provide the required service. The Service Provider shall propose requirements for training standards pertaining to drivers to the SFMTA for review and approval. The Service Providers must retain all records of training, which shall be made available to the SFMTA upon request.

l. **Drug and Alcohol Testing.** As mentioned in Section II.C.4.e, the Service Provider must comply with the federal drug and alcohol requirements. The Service Provider may utilize SFMTA's Substance Abuse Program as a way to comply with such requirements. To obtain assistance in compliance with these requirements, proposers are

encouraged to contact Reggie Smith at SFMTA's Substance Abuse Program (415-701-5018). As part of its Proposal, the proposer must define clearly how it will comply with these requirements as of the first effective date of the contract.

m. Service Provider Facility.

The Contractor shall identify a new facility for its Service Provider operations (SF Access, part of SFMTA and DAAS Group Van, Shop-a-Round, and Van Gogh) when the sublease for the existing operations and maintenance facility expires in March 2018. The facility must have comparable accommodations and allow for the smooth operation of service and maintenance of vehicles. The Contractor should consider a plan in which it enters into a long-term lease or purchase and/or build a permanent operations and maintenance facility. Any such plan must be coordinated with and approved by SFMTA.

n. Wages, Salaries & Benefits. The Service Provider shall abide by the Prevailing Wage Ordinance (**Exhibit 27**) and the City's Minimum Compensation Ordinance (see Section VII.C).

o. Insurance. Service Providers must maintain the following insurance coverage at or above the minimum limits specified:

- i.** Worker's Compensation and Employer's Liability in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness.
- ii.** Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.
- iii.** For all vehicles engaged in San Francisco Paratransit service, Commercial Automobile Liability Insurance with limits not less than \$2,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- iv.** Automobile Collision and Comprehensive Coverage. For vehicles not owned by the Service Provider, insurance coverage shall also be maintained for physical damage to the vehicles, including comprehensive and collision coverage equal to the cash value of the vehicles with a maximum deductible of \$500.
- v.** Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to (a) name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees; and (b) that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- vi.** All policies shall be endorsed to provide 30 days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages.

- vii. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- viii. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate the agreement with the Service Provider effective on the date of such lapse of insurance.
- ix. Before commencing any Services, the Service Provider shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability under the contract.

7. **Ongoing Tasks: Financial/Administrative.** See Section II.B.6 for a list of these requirements.

8. **Ongoing Tasks: Records.**

a. **Brokerage.** See Section II.B.7 for a list of these requirements.

b. **Service Providers.** Service Providers shall maintain records of their drug/alcohol testing program as shown in **Exhibit 1**, and submit annual reports to the SFMTA by February 20 covering the previous calendar year. All records relating to the program must be retained for the time periods listed following:

- i. Five years - records of positive test results, refusals to take required tests, employee referrals to substance abuse professional, copies of annual reports submitted to the SFMTA.
- ii. Two years - records related to the sample collection process and employee training.
- iii. One year - records of negative test results.

9. **Ongoing Tasks: Reports.** In the course of performing the Agreement, the Contractor shall submit reports as described in the Agreement or as requested by SFMTA, with format and content subject to approval by SFMTA, including, but not limited to:

a. **Brokerage.** See Section II.B.8 for a list of these requirements.

b. Service Provider. Each month, the Service Provider shall submit data in the format prescribed by SFMTA, including, but not be limited to, the following:

- i.** Monthly totals of all operating data documenting and explaining any discrepancies in the reported number of passengers carried, complaints received and responded to, operational problems, accidents, incidents, and total fleet mileage.
- ii.** Passenger summary data by type (wheelchair, ambulatory)
- iii.** Passenger summary data by mode (Group Van, stair assists, SF Access, DAAS, Shop-a-Round, Van Gogh)
- iv.** Number of escorts and attendants transported
- v.** Total service miles/hours
- vi.** Vehicle revenue miles/hours
- vii.** Number of No-Shows
- viii.** Number of cancellations
- ix.** Fuel data (gallons purchased, used, average price per gallon)
- x.** Maintenance summary by vehicle
- xi.** Summary of wheelchair lift problems/availability/corrective action
- xii.** Number of road calls
- xiii.** Number of missed trips (trips over one hour late or not performed at all)
- xiv.** Number of vehicle accidents in NTD format (see subsection II.C.9.c.iii below (Annual National Transit Database (NTD) Reporting))
- xv.** Number of passenger accidents
- xvi.** Summary of service complaints by category
- xvii.** Number of trip denials, if any
- xviii.** Percentage of on-time performance
- xix.** Number of incoming phone calls by group (reservations, customer service)
- xx.** Number of abandoned calls
- xxi.** Average number of available phone agents by hour, by day, by ACD system group
- xxii.** Average hold times
- xxiii.** Average speed of answer by ACD system group

c. Annual National Transit Database (NTD) Reporting

- i.** The Service Provider shall collect and report all ridership information as required by the FTA. This reporting entails a high level of financial and operations data sampling

(approximately once per week) utilizing FTA-approved sampling techniques, or by collecting 100 percent of the data. Data shall be in conformance with the requirements of the NTD and California Public Utilities Code section 99243. All source documents shall be maintained for three years following final payment under the contract and may be audited by Broker, the City, or federal or state agencies at any time within the contract period and up to one year after the end of the contract period.

- ii. Daily information shall be stored by the Service Provider and shall be accessible by and available to the Broker and SFMTA. Such information shall include:
 - (A) Driver manifests, which include driver name and badge number; vehicle number; total daily passenger counts by type and category (e.g., SF Access, Group Van, DAAS, stair assist); passenger pick-up and drop-off times, including scheduled times, time and mileage for each trip, with summary mileage for each run to compute revenue miles, total miles, revenue hours and total hours.
 - (B) Dispatcher logs shall also be maintained daily and shall include the service date, the name and origin address of the passenger requesting service, the destination and desired drop-off time, identification of the assigned driver, and the scheduling system's estimated pick-up and drop-off times. Dispatcher logs shall also record relevant radio communications, including weather, date, time of communication, nature of communication and comments.
- iii. The Service Provider shall prepare summary reports for review by the SFMTA.

III. SCHEDULE

Potential proposers may attend the pre-proposal conference, which will be held on November 17, 2015 at 10:00 a.m. at the SF Paratransit Broker's Office, First Floor Conference Room, 68 12th St, San Francisco, CA. The meeting location is wheelchair-accessible. A tour of the current Paratransit Broker administrative offices will be conducted. Following the pre-proposal conference, potential proposers may choose to tour the current SF Access operations and maintenance facility. Potential proposers must arrange their own transportation to the SF Access operations facility, located at 575 Tunnel Avenue, Brisbane, CA. Transportation to the maintenance facility from the operations facility will be arranged by SFMTA. Accessible transportation to the SF Access operations facility can be arranged with 72 hours' notice.

Representatives of the Contract Compliance Office will be present at the pre-proposal conference to answer questions regarding the SBE/Nondiscrimination Requirements. A written list of attendees will be available after the meeting and will be posted on the Office of Contract Administration's website at www.sfgov.org/oca (OCA Website) in the Bids & Contracts Database (Category: Consultants and Professional Services) entry for this RFP.

Questions raised at the pre-proposal conference may be answered orally. If any substantive new information is provided in response to questions raised at the pre-proposal conference, it will also be memorialized in a written addendum to this RFP and will be posted on the OCA Website.

The planned timeline for award of a contract is:

Request for Proposals Release Date	November 5, 2015
Pre-Proposal Conference	November 17, 2015
Deadline for Questions	November 20, 2015
Deadline for Receipt of Proposals	December 18, 2015
Approval by SFMTA	February 2015
Approval by Board of Supervisors	March 2015

IV. SUBMISSION REQUIREMENTS

A. Time and Place for Submission of Proposals.

Proposals meeting all requirements of this RFP must be received by 5:00 p.m. on **December 18, 2015**, at the following address:

Mikhael Hart
 San Francisco Municipal Transportation Agency
 One South Van Ness Avenue, 6th floor
 San Francisco, California 94103

Proposals that are submitted by fax will not be accepted. Late submissions will not be considered.

B. Format of Proposals.

Proposals must be received in sealed package(s) identified with the proposer's name and address and the title of the Project (RFP for Paratransit Broker Services). Each Proposal shall be marked as either **Option A** or **Option B** and be submitted in the following formats:

1. Hard Copy Format. Proposers shall submit one original (marked "original" with the original signature of the responsible officer of the proposer) and nine paper copies of the Proposal. The Proposal shall be contained on 8 1/2" by 11" paper. Proposers may use larger fold-outs, if required, folded to the 8 1/2" by 11" paper size. Option A shall be limited to no more than 60 pages and Option B shall be limited to no more than 75 pages, double-sided (a double-sided sheet constitutes two pages). This page-limitation is exclusive of exhibits. The Proposal shall be bound along the long side.

2. **Electronic Copy.** Nine copies of the Proposal on USB flash drives in Microsoft Word.

3. Proposers may also be requested to provide audio tape, Braille, and/or large print versions of their Proposal(s), though such formats are not required for initial submittal of the Proposal.

C. Content of Proposals.

Firms interested in responding to this RFP must submit the following information, in the order specified below:

1. Letter of Introduction and Executive Summary.

a. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the Proposal. Submission of the letter will constitute a representation by your firm that it is willing and able to perform the commitments contained in the Proposal.

b. If the proposer is a joint venture, the Proposal must designate only one individual principal authorized to conduct business and make commitments on behalf of the joint venture and to obligate all members to meet the terms of any agreement reached with SFMTA.

c. For Proposals submitted by firms other than the Current Contractor, the letter must include a statement indicating the proposer's agreement to assume existing leases and contracts that will expire after the Current Contractor's contract expires. These are listed in **Exhibit 22** and reproduced in their entirety in **Exhibits 4, 8, 9, 12, 16, 23, and 24.**

2. Statement of Organizational Capacity; Experience and Qualifications.

Describe in detail the proposed organizational structure of the proposing firm or joint venture. Provide organizational or staffing charts or other supporting materials as needed to provide the following information:

a. A concise overview of the firm, including current organizational structure, when the firm was established, subsidiary and parent companies (if any), identity of principals, office locations and size, and overall number of personnel by discipline. If the proposer is a joint venture, furnish the above information for each member firm and clearly indicate the reason for the joint venture as it directly applies to this project.

b. Documentation of compliance with all Minimum Contractor Qualifications described in Section IV.A of this RFP.

c. A description of the role, function and composition of the board of directors and advisory bodies of the firm.

d. A description of the proposed staffing for work to be performed under the Agreement, including an organizational chart with names of key staff members. Provide job descriptions for key staff responsible for carrying out the specific functions called for in this RFP.

e. A description of the qualifications, background and experience of key personnel who will be performing services, and include résumés for these staff. Describe the tasks currently performed by these staff.

f. A description of the firm's experience conducting procurements under FTA guidelines.

g. Description of two specific challenges the firm has experienced in providing ADA paratransit services in an efficient manner, and the firm's strategies for handling these challenges.

h. A list of at least three recent clients (including contact name(s), address, phone and email address) for whom work relevant to paratransit brokerage services has been performed. For those who are submitting a Proposal for Option B, please provide a list of three recent clients (including contact name(s), address, phone and email address) for which your company is an ADA paratransit service provider (preferably, those clients with paratransit populations of comparable size to SFMTA). Provide references from such recent clients for key personnel identified in your Proposal. Identify specific problems that your firm and/or proposed key personnel encountered in providing related services and how these problems were addressed.

i. A list of all locations where the proposer currently provides paratransit brokerage services. Include location, agency name and contact information. For those who are submitting a Proposal for Option B, please provide a list of locations in which your company is an ADA paratransit service provider with location, agency name and contact information.

j. A description of the positions responsible for management information systems, including the collection of data, maintenance of records, and both program and financial reporting. Identify computer hardware and software resources proposed for use in performing this contract.

k. Identify (by case name and court number and location) any claim or criminal or civil actions filed by or against your company (or an affiliate providing paratransit services) or any team member in the last seven years on a matter related to the provision of paratransit services. Provide information regarding the status of the claim(s) or lawsuit(s) (e.g., pending, decision, appeal, settlement). Include any allegations of fraudulent conduct made by any transit agency against your company that resulted in a settlement or other resolution prior to the filing of an action.

l. Identify (and include copies of) any complaints made to the FTA within the last five years regarding provision of paratransit services by your company. Provide information on the status of the complaints, including any letters from the FTA responding to the complaint(s).

m. List all paratransit contracts in which, during the last seven years, the proposer (or any team member):

- i. has been terminated for unsatisfactory performance or for convenience; or
- ii. was assessed liquidated damages; or
- iii. was assessed fines by a governmental agency.

For each contract, include a brief statement describing each of the above circumstances applicable to the contract (including the amounts of any fines or liquidated damages assessed), and provide the name of the transit agency contact with a telephone number.

3. Technical Proposal. In preparing the Technical Proposal, proposers should provide a summary work plan that describes each task in Section II (Scope of Work) of this document and provides a detailed methodology to carry out the task. Proposals must address all requirements of the Technical Proposal, but may provide alternatives to the details of the task that meet the SF Paratransit Program objectives, but may provide cost savings, process efficiencies or improved Customer service. Proposals must identify how tasks and functions listed in the Scope of Work would be performed, and by what team member or other entity. Include an organizational chart to illustrate your approach.

Proposers should assume annual service levels noted in Figure 1: Three-Year Paratransit General Statistics, as well as the description of current paratransit services, as the basis for the Technical Proposal. Proposers may discuss alternative assumptions in their Technical Proposals. Proposals under both **Option A** and **Option B** must identify the expected customer service benefits with the particular Option. Proposers submitting proposals for both Options A and B should explain why one Option may be preferable to the other Option. Proposals must describe how Broker administrative complaints and transportation-related complaints will be handled.

The Technical Proposal shall be structured in the following order:

a. Start-Up Tasks. This section should anticipate the transition between the Current Contractor and the Successor Broker and current and successor Service Providers, whether the Current Contractor or another contractor is selected as the Paratransit Broker or, in the case of Option B, the Broker and Service Provider. Should the Current Contractor submit a Proposal, it should explain how it would transition to a new Contractor should it not be the successful Proposer.

b. Administrative Tasks. Contract procurement and management, record-keeping, reporting, secure financial transaction processing, computer hardware and software installation and maintenance.

c. Customer Service Tasks. Broker's Office, Customer database, Fare Media sales, telephone system, website, taking Complaints and Commendations and providing Customer feedback and response, eligibility certification, staff services to PCC modal sub-committees, Taxi, Group Van and SF Access.

d. Service Monitoring Tasks

- i.** The Proposal must address how service quality monitoring will be conducted for both transportation services provided by the Contractor and by subcontractors, to ensure high quality service delivery. The proposer shall suggest a robust monitoring and feedback process to ensure that the Contractor is meeting all benchmarks, including for data collection and analysis, regulatory compliance, vehicle and equipment maintenance, improving processes for efficiency and cost savings, and improved Customer service.
- ii.** If submitting a Proposal under Option B, the Contractor should consider procuring an independent contractor to evaluate all service data and customer feedback, and conduct an incentive and disincentive review for the Service Provider on a monthly basis.

e. Service Operation Tasks. Those firms submitting a Proposal for Option B should include a description of how they will handle service operation, service quality

monitoring, reservations and driver manifests, scheduling and dispatching, cancellations of reservations, No-Shows, fare collection, passenger assistance, complaints, driver training, and vehicle and equipment maintenance.

4. Option B. Proposals must address the scope for both Broker administrative functions and all transportation service currently operated by the Current Contractor. Tasks and budgets shall be separate for the transportation service provisions and the Broker administrative functions.

5. Cost Proposal. It is anticipated that compensation for the Broker's administrative services performed under the Agreement will be structured on a cost plus fixed fee basis, but proposers shall also calculate the cost per trip and cost per revenue hour amounts for the Transportation Service Provider costs if proposing under Option B. Use FY 14-15 trip and revenue hour figures for the calculation. (The eventual cost payment structure will be negotiated with the winning Proposer.) Proposers must complete the Cost Proposal Worksheet (**Exhibit 28**) indicating projected costs. The total costs must not exceed the anticipated program revenues as presented in Figure 2. The Cost Proposal must be signed and dated by the responsible officer, with the copy containing the original signature marked "ORIGINAL." Proposers submitting proposals for both **Option A** and **Option B** must identify expected cost savings with one Option as compared to the other Option. **For Option B**, the Transportation Service Provider costs should be delineated for the first six-month period, both on an average cost per trip, and a cost per revenue hour basis. For these calculations please use trip and revenue hour figures from FY 14-15, provided on the "Current SF Paratransit Trip and Revenue Hour Rate" in the budget worksheet. See budget forms attached in **Exhibit 35** for both Brokerage and Transportation components.

a. For Option A, projected costs must include:

- i.** Start-Up Tasks (**April 1, 2016 – June 30, 2016**); and
- ii.** Annual administrative expenses for the first five years of the contract (**July 1, 2016 - June 30, 2021**), as well as the administrative expenses for the next five years (**July 1, 2021 - June 30, 2026**) should the five-year option be exercised.

b. For Option B, projected costs must include:

- i.** Brokerage
 - (A)** Start-Up Tasks (**April 1, 2016 – June 30, 2016**); and
 - (B)** Annual administrative expenses for the first five years of the contract (**July 1, 2016 - June 30, 2021**), as well as the administrative expenses for the next five years (**July 1, 2021 - June 30, 2026**) should the five-year option be exercised.
- ii. Service Provider**
 - (A)** Start-Up Tasks (**April 1, 2017 – June 30, 2017**); and
 - (B)** Annual transportation operations and maintenance expenses for the first year of service (**July 1, 2017 – June 30, 2018**) and the next three years (**July 1, 2018 -- June 30, 2021**), as well as the projected transportation

operations and maintenance expenses for the following five years (**July 1, 2021 -- June 30, 2026**) should the five-year option be exercised.

c. Proposers shall identify all operating expenditures attributable to carrying out Broker activities as described in this RFP, including, but not limited to, the following:

- i.** Describe the positions of each individual employee directed by the Broker, state each position's hourly salary, and indicate that portion of the position's time in tenths of a full-time equivalent (FTE) to be spent on this contract (e.g., 100% of a position is 1 FTE, 50% is .5 FTE).
- ii.** Estimate the corresponding costs for personnel fringe benefits.
- iii.** Estimate additional related expenses (e.g., rent, insurance, supplies and equipment, printing, postage, utilities).

d. For Option B: In addition to the above, proposers should state identify all operating and maintenance expenditures attributable to carrying out Transportation Service Provider activities as described in this RFP and provide a detailed budget for those service, including, but not limited to, the following:

- i.** Describe the positions of each individual employee directed by the Broker, state each position's hourly salary and fringe benefits and indicate that portion of the position's time in tenths of an FTE (e.g., 100% of a position is 1 FTE, 50% is .5 FTE).
- ii.** Provide direct costs, such as: rent, insurance, fuel, parts, supplies, equipment, utilities, outsourced maintenance.
- iii.** Include any indirect costs and fees. After delineating all the costs, use the trip count and revenue hour figures from FY 14-15 to provide the average cost per trip and average cost per revenue hour for the first six months of operations in FY16-17.
- iv.** Estimate additional related expenses (e.g., rent, insurance, supplies and equipment, printing, postage, utilities).

e. Budget projections for contract. The following are budget projections based on current budget assumptions. Actual budgets for Broker services will be revised on an annual basis based on projected service level expenditures and anticipated demand. Broker administrative expenses are to be funded from these revenues. Costs should be expressed in current dollars. Figure 2 presents projected program revenue for the duration of the primary contract period. The projected revenues for the optional five-year period are detailed in Figure 3.

FIGURE 2: PROJECTED PROGRAM REVENUES

Fiscal Year	Projected Program Revenues
FY16-17	\$24,169,545
FY17-18	\$25,038,075
FY18-19	\$25,939,468

FY19-20	\$27,010,995
FY20-21	\$28,361,544
Total	\$130,519,627

FIGURE 3: PROJECTED PROGRAM REVENUES, FY22-FY26

Fiscal Year	Projected Program Revenues
FY21-22	\$29,779,622
FY22-23	\$31,268,603
FY23-24	\$32,832,033
FY24-25	\$34,473,635
FY25-26	\$36,197,316
Total	\$164,551,208

V. PROPOSAL EVALUATION & CONTRACTOR SELECTION PROCESS

A. Minimum Qualifications

In order for a proposer to be responsive to this RFP, the Proposal must document the proposer's compliance with the following minimum qualifications:

1. The proposer or another member of its team must have at least five years' experience functioning as a broker operating a complete ADA paratransit system delivering at least 1,000 trips a day.
2. The proposer and its key management staff must have at least three years of experience in managing multiple service providers for seniors and people with disabilities having a total fleet of at least 100 vehicles.
3. The designated project manager must have a minimum of five years of increasingly responsible management level experience in the paratransit industry and at least two years' experience in ADA paratransit operations.
4. The proposer must demonstrate that it has maintained an average annual positive net worth of at least \$10 million over the past three years, and submit audited financial statements for the past three years.

5. The Proposal must include a written commitment to provide a letter of credit in the amount of \$6,000,000.

6. The Proposal must include a written commitment from a surety to provide a fidelity bond in an amount of not less than \$300,000 covering all officials, employees and agents handling or having access to funds received or disbursed by the Contractor for services performed or who are authorized to sign or countersign checks.

B. Selection Criteria.

The selection of a responsible, qualified contractor to perform paratransit broker services will be made by the SFMTA. A selection committee appointed by the SFMTA will review and evaluate all written Proposals (for Options A and B) based on the scoring criteria listed below. Each member of the selection committee will separately score each Proposer's written Proposal. The Selection Committee's scores for each Proposal will be totaled, and the result will be divided by the number of Selection Committee members to obtain an average written evaluation score for each Proposal. The maximum score for each written Proposal will be 220 points.

Following the scoring of the written Proposals, the SFMTA will short-list those Proposals determined to be in the competitive range.¹ The firms submitting the short-listed Proposals may be invited to an oral presentation and interview, during which the selection committee will ask proposers questions regarding their Proposals and their presentations, which may include information obtained from reference checks. *The SFMTA may decide not to hold interviews if, for example, it only receives one Proposal, or if it finds that only one Proposal is in the competitive range.*

The scoring criteria for the oral presentation and interview are detailed below. After the oral presentation and interview, the selection committee will add the score from the oral presentation and interview to the initial written score to determine the final set of scores. Only the final set of scores will be used to determine the highest-scoring Proposal. The proposer with the highest-ranked Proposal will be invited to negotiate a contract with the SFMTA.

1. Written Proposals. All written Proposals will be evaluated on the basis of the following criteria, with the weights noted assigned to each criterion:

a. Proposer Background and Experience; Organizational Capacity (60 points/30%).

- i.** Understanding and knowledge of multi-modal, coordinated paratransit systems such as the SF Paratransit Program.
- ii.** Knowledge of paratransit industry regulations, especially the ADA.
- iii.** Relevant experience.
- iv.** Creative and productive problem-solving that increases efficiency, lowers costs and/or improves Customer service while meeting the goals of the Program.

¹ Because the selection committee will be evaluating each proposal (Option A or B) separately, the short-listed proposals may be all Option As, all Option Bs, or a combination of Options A and Option B proposals.

- v. Experience and ability of key personnel assigned to tasks in the work plan.
- vi. Experience conducting procurements under FTA guidelines.
- vii. References.

b. Content of the Technical Proposal (90 points/45%).

- i. **Start-Up Tasks.** Does the Proposal demonstrate a clear understanding of the tasks to be performed; does the Proposal include a viable work plan for the efficient implementation of the start-up tasks? Does the Proposal clearly describe how each start-up task detailed in the Scope of Work would be performed, and by whom? For the Current Contractor, does this Proposal adequately explain the tasks to be performed in transitioning to a new Contractor?
- ii. **Administrative Tasks.** Does the Proposal demonstrate a clear understanding of the administrative tasks of the Broker, and provide a well-articulated work plan and a detailed methodology to carry out the tasks? Does the Proposal clearly describe how each administrative task detailed in the Scope of Work would be performed, and by whom?
- iii. **Customer Service Tasks.** Does the Proposal demonstrate a clear understanding of the Customer Service tasks, and provide a well-articulated work plan and a detailed methodology to carry out the tasks? Does the Proposal identify how each Customer service task detailed in the Scope of Work would be performed, and by whom? Does the Proposal describe and substantiate Customer service benefits and provide a comparison to benefits that may be realized by performing services under the other Option?
- iv. **Service Contracting and Monitoring Tasks.** Does the Proposal demonstrate a clear understanding of the service contracting and monitoring tasks, and provide a well-articulated work plan and a detailed methodology to carry out the tasks? Does the Proposal adequately describe how each service contracting and monitoring task detailed in the Scope of Work would be performed, and by whom?
- v. **Transportation Service Provider Tasks** (only applicable to Option B). Does the Proposal indicate a clear understanding of the Transportation Service Provider tasks, and provide a well-articulated work plan and a detailed methodology to carry out the tasks? Does the Proposal describe how they will be able to deliver high quality service in a cost efficient manner?

c. Cost Proposal (50 points/25%).

- i. **Completeness.** Did the proposer include all budget items necessary to manage and operate a paratransit program?
- ii. **Cost Savings.** Did the Cost Proposal offer innovative approaches for cost savings?

iii. **Reasonableness.** Are the costs allotted to the budget items reasonable? Did they include reasonable assumptions? Do they indicate that the proposer is knowledgeable about operating a paratransit program in San Francisco?

iv. **Management Fee.** Is the proposed administrative Management Fee reasonable and within industry norms?

d. **Labor Code Section 1070 Points** (20/10% preference points on written Proposal). See Section VII.E.

2. **Oral Presentations.** Prior to the presentations, SFMTA will notify the selected Proposer in writing as to the time and length of the presentation and the general format of the presentation. In evaluating the oral interview and presentation, the Selection Committee will consider the Proposer's overall presentation, communication skills, and ability to explain and answer questions from the Selection Committee regarding the Proposer's written proposal. All oral presentations and interviews will be evaluated on the basis of the following criteria, with the weights noted assigned to each criterion. The maximum number of points for each Proposal for the oral presentation is 75.

a. **Proposer Background and Experience; Organizational Capacity** (30 points/40%). See criteria in Section B.1.a above.

b. **Content of the Technical Proposal** (45 points/60%). See criteria in Section B.1.b above.

SFMTA reserves the right to verify any or all statements received in any Proposal and to conduct reference checks, whether or not particular references were included in the Proposal.

VI. TERMS & CONDITIONS FOR RECEIPT OF PROPOSALS

A. Contract Award.

SFMTA will commence contract negotiations with the highest-ranked proposer. The selection of any Proposal shall not imply acceptance by the City of all terms of the Proposal, including compensation, which may be subject to further negotiation and approvals. If a satisfactory contract cannot be negotiated in a reasonable time, the SFMTA, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract negotiations with the next highest ranked proposer.

SFMTA intends to award this contract to the team that it considers will provide the best overall program services. SFMTA reserves the right to accept other than the lowest-priced offers and to reject any Proposals that are not responsive to this RFP. No Proposal may be accepted and no contract may be awarded until such time as (a) the Director of Transportation recommends the Agreement for award and (b) the SFMTA Board of Directors adopts a resolution approving the Agreement. The final contract must also be approved by the San Francisco Board of Supervisors.

B. Non-Collusion.

By submitting a Proposal, Proposer represents and warrants that such Proposal is genuine and not a sham, collusive or made in the interest or on behalf of any person not named in the Proposal. Proposer further warrants it has not, directly or indirectly, induced or solicited any

other Proposer to put in a sham Proposal, or any other person, firm or corporation to refrain from proposing. Proposer also warrants that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer, including committing or otherwise excluding underwriting markets not quoted in the proposal for the purpose of preventing other Proposers from using those markets (blocking).

C. Prohibition of Exclusive Subcontracting Relationships.

To maximize potential contracting opportunities and to ensure that the most highly qualified team of Subcontractors is selected, the SFMTA strongly encourages qualified Subcontractors to participate (be listed) in multiple Proposals. Therefore, a Proposer shall not require that a Subcontractor not participate in or be listed in any other Proposal, except as specifically provided herein. The SFMTA considers such restrictions to constitute collusion in contracting. Evidence that a Proposer has required an exclusive relationship with a Subcontractor may be grounds for SFMTA's rejection of the Proposal as nonresponsive to the RFP, assessment of liquidated damages, or termination of the Contract. This restriction shall not apply to Subcontractors who have access to confidential or proprietary financial information of a Proposer, such that the Subcontractor's participation in another Proposal would provide an unfair advantage to any Proposer.

D. Errors and Omissions in RFP.

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify SFMTA, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other errors in the RFP. Any such notification should be directed to SFMTA promptly after discovery, but in no event later than five working days prior to the date for receipt of Proposals. Modifications and clarifications will be made by addenda as provided below.

E. Inquiries Regarding RFP.

Inquiries regarding the RFP and all notifications of an intent to request written modification or clarification of the RFP, must be directed to:

Mikhael Hart
San Francisco Municipal Transportation Agency
Email: mikhael.hart@sfmta.com

Any requests for information concerning the RFP, whether submitted before or after the pre-proposal conference, must be in writing, and any substantive replies will be issued as written addenda to which will be posted on the OCA Website. No questions or requests for interpretation will be accepted after 5:00 p.m. on November 20, 2015.

F. Objections to RFP Terms.

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than 10 calendar days after the RFP is issued, provide written notice to the SFMTA setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

G. Addenda to RFP.

SFMTA may modify the RFP prior to the Proposal due date by issuing written addenda. Addenda will be posted on OCA Website. The proposer shall be responsible for checking the website to ensure that its Proposal reflects any and all addenda issued by SFMTA prior to the Proposal due date, regardless of when the Proposal is submitted. Therefore, SFMTA recommends that prior to submitting a Proposal; proposers check the OCA Website to determine that proposer has received all addenda. For information, call Mr. Mikhael Hart at 415-701-4429.

H. Revisions to Proposal.

A proposer may revise a Proposal at the proposer's own discretion at any time before the deadline for submission of Proposals. The proposer must submit the revised Proposal in the same manner as the original. A revised Proposal must be received on or before the Proposal due date.

In no case will a statement of intent to submit a revised Proposal, or commencement of a revision process, extend the Proposal due date for any proposer.

At any time during the Proposal evaluation process, SFMTA may require a proposer to provide oral or written clarification of its Proposal. SFMTA reserves the right to make an award without further clarification of Proposals received.

I. Term of Proposal.

Submission of a Proposal signifies that the proposer's offer remains open for one year from the Proposal due date and that the offer is genuine and not the result of collusion or any other anti-competitive activity.

J. Errors and Omissions in Proposal.

Failure by the SFMTA to object to an error, omission, or deviation in the Proposal will in no way modify the RFP or excuse the proposer from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

K. Resource Conservation.

All documents submitted in response to this RFP must be on recycled paper and printed on double-sided pages to the maximum extent possible unless otherwise required herein.

L. Proposers' Obligations Under the Campaign Reform Ordinance.

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves. If a proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the proposer is prohibited from making contributions to:

- the officer's re-election campaign
- a candidate for that officer's office
- a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (i) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (ii) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

1. Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.

2. Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.

3. Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

M. Communications Prior to Contract Award.

It is the policy of the SFMTA that only employees identified in the RFP as contacts for this competitive solicitation are authorized to respond to comments or inquiries from Proposers or potential Proposers seeking to influence the contractor selection process or the award of the contract. This prohibition extends from the date the RFP is issued until the date when the contractor selection is finally approved by the SFMTA Board of Directors and, if required, by the San Francisco Board of Supervisors. All firms and subcontractor(s) responding to this RFP are hereby notified that they may not contact any SFMTA staff member, other than a person with whom contact is expressly authorized by this RFP (Mikhael Hart), for the purpose of influencing the contractor selection process or the award of the contract from the date the RFP is issued to the date when the contract award is approved by the Board of Directors of SFMTA and, if required, by the San Francisco Board of Supervisors. This prohibition does not apply to communications with SFMTA staff members regarding normal City business not regarding or related to this RFP.

All firms and subcontractor(s) responding to this RFP are notified that any written communications sent to one or more members of the SFMTA Board of Directors concerning a pending contract solicitation shall be distributed by the SFMTA to all members of the SFMTA Board of Directors and the designated staff contact person(s) identified in the RFP.

Except as expressly authorized in the RFP, where any person representing a Proposer or potential Proposer contacts any SFMTA staff for the purpose of influencing the content of the competitive solicitation or the award of the contract between the date when the RFP is issued and the date when the final selection is approved by the SFMTA Board of Directors, and, if required, by the San Francisco Board of Supervisors, the Proposer or potential Proposer shall be disqualified from the selection process. However, a person who represents a Proposer or potential Proposer may contact City elected officials and may contact the Director of Transportation of the SFMTA if s/he is unable to reach the designated staff contact person(s) identified in the RFP or wishes to raise concerns about the competitive solicitation.

Additionally, the firms and subcontractor(s) responding to this RFP will not provide any gifts, meals, transportation, materials or supplies or any items of value or donations to or on behalf of any SFMTA staff member from the date the RFP is issued to the date when the contract award is approved by the Board of Directors of the SFMTA and if required, by the San Francisco Board of Supervisors.

All lobbyists or any agents representing the interests of proposing prime contractors and subcontractor(s) shall also be subject to the same prohibitions.

An executed Attestation of Compliance (**Exhibit 41**) certifying compliance with this section of the RFP will be required to be submitted signed by all firms and named subcontractor(s) as part of the response to the this RFP. Any Proposal that does not include the executed Attestation of Compliance as required by this section will be deemed non-responsive and will not be evaluated. Any Proposer who violates the representations made in such Attestation of Compliance, directly or through an agent, lobbyist or subcontractor will be disqualified from the selection process.

N. Certification Regarding Lobbying.

All prospective proposers are required to complete and submit along with their Proposals, the certification form in **Exhibit 40** regarding lobbying. The same certification shall be obtained, and submitted along with the Proposal, from all lower tier participants (sub consultants, suppliers, etc.) with work greater than \$100,000.

O. Debarment Certification.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-

Lower Tier Covered Transactions (Third Party contracts over \$25,000)

Grantees and subgrantees must not make any award or permit any award (subgrant or contract) at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." Therefore, **by signing and submitting its bid or proposal, the bidder or proposer certifies as follows:**

The certification in this clause is a material representation of fact relied upon by the San Francisco Municipal Transportation Agency (SFMTA). If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the SFMTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Parts 180, Subpart C and 1200, Subpart C while this offer is valid and throughout the

period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

P. San Francisco Sunshine Ordinance.

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

Q. Public Access to Meetings and Records.

If a Proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City- funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Proposer must comply with the reporting requirements of that Chapter. The Proposer must include in its Proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records, and (2) a summary of all complaints concerning the Proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer's Chapter 12L submission shall be grounds for rejection of the Proposal and/or termination of any subsequent Agreement reached on the basis of the Proposal.

R. Reservation of Rights by the City.

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right, at any time, to:

1. Waive or correct any defect or informality in any response, Proposal, or Proposal procedure;
2. Reject any or all Proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for Proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the Proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

S. No Waiver.

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

T. Financial Responsibility.

The SFMTA accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions in response to the RFP will become the property of the City and may be used by the City in any way deemed appropriate.

U. Protest Procedures.

The procedure for filing a protest is described in **Exhibit 38**.

VII. CITY/STATE CONTRACT REQUIREMENTS

A. Form of Contract.

The successful proposer will be required to enter into a contract on terms substantially similar to the sample contract included as **Exhibit 7**. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original firm selected for damages.

B. Minimum Compensation Ordinance.

The successful proposer is urged to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the contractual requirements of the MCO, see Section 43 of the attached Agreement for Professional Services.

For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

C. Health Care Accountability Ordinance

The successful proposer is urged to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at <http://sfgsa.org/index.aspx?page=407>.

D. First Source Hiring Program (FSHP).

If the contract is for more than \$50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First

Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at http://www.sfgov.org/site/onestop_index.asp?id=95888 and from the First Source Hiring Administrator, (415) 401-4960.

E. Labor Code Sections 1070 *et. seq.* See Exhibit 39

1. Bid Submittal Requirements. Under California Labor Code Sections 1070, *et seq.*, proposers shall declare as part of their Proposal whether they will retain the employees of prior service contractors for a period of not less than 90 days. A "service contract" means any contract, the principal purpose of which is to provide public transit services through the use of service employees. In the context of the Paratransit Broker Agreement, this requirement would apply to all employees of the Current Contractor except those executive, administrative or professional employees who are exempt from the payment of overtime compensation under Section 515 of the Labor Code. For those Proposals under Option B, this requirement may additionally apply to any Transportation Service Provider employees whose services will be taken over by the Proposer.

2. Preference. The SFMTA will award a 10-percent preference to any proposer who agrees to retain the employees of the prior contract or subcontractor. The preference will be added to the total number of points attained by the proposer after the evaluation of the written Proposals.

3. Information. Potential proposers (other than the Current Contractor) who require information about the number of employees who are performing services under the service contracts, including the wage rates, benefits and job classifications of such employees, shall request such information from the SFMTA by the date of the pre-proposal conference.

F. Conflicts of Interest.

The successful proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 *et seq.* and Section 1090 *et seq.* of the Government Code of the State of California. The successful proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

G. Statements of Economic Interest.

Individuals who will perform work for the City on behalf of the successful proposer might be deemed consultants under state and local conflict of interest laws. If so, such individuals must submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within 10 calendar days of the City notifying the successful proposer that the City has selected the proposer. Contractor's employees/subcontractors may also be required to file Statements of Economic Interest annually under Government Code Section 87300 if, pursuant to a contract with the City, the individual makes certain governmental decisions; serves in a staff capacity and participates in making certain governmental decisions; or

serves in a staff capacity and performs the same or substantially the same duties a regular City employee who would be required to file a Statement of Economic Interest.

H. Small Business Enterprise (SBE) Program /Non-Discrimination Requirements.

The following information is provided to assist with the preparation of Proposals. Please see **Exhibit 28** for a description of SFMTA's SBE Program, along with all forms required for submittal of Proposals and for use by the Contractor.

1. Policy. SFMTA is committed to a Small Business Enterprise (SBE) Program ("SBE Program") for the participation of SBEs in contracting opportunities in accordance with the federal regulations in 49 CFR Part 26, issued March 4, 1999, as amended from time to time (the "Regulations"). The Regulations are incorporated into this SBE Program as though fully set forth herein. It is the intention of the SFMTA to create a level playing field on which SBEs can compete fairly for contracts and subcontracts relating to the procurement and professional services activities of the SFMTA.

2. Questions. Questions concerning SBE/Non-Discrimination Requirements may be addressed to:

Preston Tom
Contract Compliance Office
SFMTA | Municipal Transportation Agency
One South Van Ness Avenue, 6th Floor
San Francisco, CA 94103
or
Email: preston.tom@sfmta.com
Please include "SFMTA 2016-17" in the subject line of your e-mail

3. SBE Goal. The Contract Compliance Office has established an SBE participation goal of 10 percent of the total Administrative Expenses proposed for this contract. Small business firms may qualify for this program by enrollment in either the State of California's Small Business Program, the California Unified Certification Program (Federal DBE program), or the City and County of San Francisco's LBE program. Under 49 CFR Sections 26.3 and 26.51, and in response to the FTA's March 23, 2006, publication of the Department of Transportation's (DOT) guidance concerning the federal Disadvantaged Business Enterprise (DBE) program that applies to grant recipients within the Ninth Circuit, the SFMTA, a recipient of federal financial assistance from the FTA, is required to implement race-neutral means of facilitating DBE participation. The SFMTA's SBE Program is in accordance with DOT's guidance that, absent a disparity study, the SFMTA must meet its overall annual DBE goal using race-neutral means. This Program applies to the following types of SFMTA contracts that are funded, in whole or in part, by DOT financial assistance: Construction – Building, Heavy; Construction – Dredging and Surface Cleanup; Construction (specialty trades); Electrical Contractors; General Freight Trucking; Hazardous Waste Collection, Trucking; Remediation; Testing Labs; Computer Programming and Design; Architecture & Engineering Services; Surveying and Mapping; Drafting (design services); Landscape Architecture; Building Inspection; Automotive Repair and Maintenance; Electronic and Precision Equipment Repair and Maintenance; Machinery and Equipment Rental (construction); Merchant Wholesalers, Durable Goods; Public Relations; and Telecommunications.

To be determined responsive, a proposer must demonstrate in its submittal that it will meet this goal in the performance of this contract; or if it is unable to meet the goal, the

proposer must submit documentation (SFMTA Form 2 – SBE Consultant/Subconsultant – Good Faith Efforts) with its Proposal that it performed good faith efforts, prior to submission of the bid or Proposal, to meet this goal. A proposer that is not responsive shall be ineligible for award of the contract.

4. SBE Forms. In addition to the requirements on the content of the Proposal discussed above, proposers must submit the following forms with their Proposals (see **Exhibit 36** for the SBE Forms):

- a. Consultant/Joint Venture Partner and Subconsultant Participation Report (SFMTA SBE Form 1)
- b. SBE Consultant/Consultant – Good Faith Efforts (SFMTA SBE Form 2)
- c. Bidders List (SFMTA SBE Form 2A)
- d. SBE Consultant/Joint Venture Partners/Subconsultant – Gross Revenue Declaration (SFMTA SBE Form No. 2B)
- e. Questionnaire on Recruitment, Hiring and Training Practices for Consultants (SFMTA SBE Form 3)
- f. Subconsultant Participation Declaration (SFMTA SBE Form 4)
- g. Small Business Enterprise Acknowledgement Declaration (SFMTA SBE Form 5)
- h. Joint Venture Participation Form (Schedule B)
- i. A Copy of the firm’s Nondiscrimination Program or EEO Policy Statement (if any)

Note: Forms described in this paragraph do not count against the Proposal page limits specified in Section IV.B.1.

Submit one original and one hard copy of the above forms in a separate sealed envelope labeled “SFMTA 2016-17 SBE Forms.”

Both proposed Contractor and subcontractors will need to submit Items c, d (if applicable), e, and i. Items a, b and f of this paragraph apply to the prime Contractor only. Item g applies to the SBE subcontractors only. Information about all firms submitting quotes or proposals to the Contractor and subcontractors must be included on Item c (Bidders List). Directions for completing the above forms can be found in the SBE Program in **Exhibit 36**.

5. Nondiscrimination in Contracts and Benefits...

The successful proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD’s website at www.sfCMD.org

6. Non-Discrimination in Employment.

SFMTA will evaluate the proposer's response to the Questionnaire on Recruitment, Hiring, and Training Practices (SFMTA SBE Form No. 3) to determine whether the proposer is in compliance with the Nondiscrimination Requirements.

Should SFMTA deem it necessary, the SFMTA will seek a written commitment from the proposer to use good faith efforts to provide equal employment opportunities during the term of the contract. One measure of such a commitment would be comparing utilization of women and minorities with the relevant labor market in order to improve parity between the composition of the proposer's workforce and the available labor market. The proposer may be required to provide the SFMTA with the relevant data regarding its labor market.

LIST OF EXHIBITS

1. PROGRAM HISTORY AND MILESTONES
2. RIDER'S GUIDES TO SF PARATRANSIT
3. SF PARATRANSIT PROGRAM RULES OF OPERATION
4. TRAPEZE SOFTWARE AGREEMENT
5. SF PARATRANSIT DEBIT CARD SYSTEM DESCRIPTION
6. SF PARATRANSIT PROGRAM ORGANIZATIONAL CHART
7. AGREEMENT FOR PROFESSIONAL SERVICES
8. SF ACCESS TRANSPORTATION AGREEMENT
9. LIST OF CITY-OWNED VEHICLES
10. SAMPLE VEHICLE LEASE AGREEMENT
11. LIST OF CURRENT PARATRANSIT SERVICE PROVIDERS
12. SAMPLE MOU BETWEEN BROKER, VAN PROVIDERS AND SOCIAL SERVICE AGENCIES
13. SAMPLE GROUP VAN PROVIDER CONTRACT
14. PARATRANSIT MINIMUM REQUIREMENTS FOR TAXICAB COMPANY PARTICIPATION IN THE SF PARATRANSIT PROGRAM
15. SAMPLE RAMPED TAXI INCENTIVE REPORT
16. INTER-COUNTY MEMORANDA OF UNDERSTANDING: GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT AND SFMTA; BART AND SFMTA
17. SHOP-A-ROUND ELIGIBILITY GUIDELINES AND REGISTRATION FORM
18. VAN GOGH ELIGIBILITY GUIDELINES
19. REGIONAL APPLICATION FOR ADA PARATRANSIT ELIGIBILITY
20. SF PARATRANSIT ADA RECERTIFICATION SHORT FORM
21. PARATRANSIT PLUS PROGRAM
22. LIST OF CURRENT VENDOR CONTRACTS AND LEASES THAT EXTEND BEYOND THE CURRENT PARATRANSIT BROKER'S CONTRACT TERM
23. ADT ALARM SERVICE AGREEMENT
24. E+M NO. 1, LLC LEASE FOR BROKERS OFFICE AT 68 12TH STREET
25. CURRENT INVENTORY OF FURNISHINGS AND EQUIPMENT AT SF ACCESS FACILITIES
26. SF ACCESS WAGE AND BENEFITS SCHEDULE
27. PREVAILING WAGE ORDINANCE
28. CURRENT INVENTORY OF FURNISHINGS AND EQUIPMENT AT BROKER'S OFFICE
29. LIST OF ALL CURRENT POSITIONS AT BROKER'S OFFICE
30. CABCONNECT DEBIT CARD VENDOR CONTRACT
31. HELPING WHEELS FARE ASSISTANCE
32. WEEKLY PERFORMANCE INDICATOR REPORT
33. MONTHLY PERFORMANCE INDICATOR REPORT
34. LIST OF CURRENT POSITIONS AT TSP OPERATIONS AND MAINTENANCE FACILITIES

35. COST PROPOSAL WORKSHEET
36. SMALL BUSINESS ENTERPRISE PROGRAM FOR PROFESSIONAL AND TECHNICAL SERVICES; SFMTA SBE FORMS:

PRE-AWARD FORMS:

- SFMTA SBE FORM 1 -- CONSULTANT/JOINT VENTURE PARTNER AND SUBCONSULTANT REPORT
- SFMTA SBE FORM 2 -- SBE CONSULTANT PARTICIPATION GOOD FAITH EFFORT
- SFMTA SBE FORM 2A- BIDDERS LIST
- SFMTA SBE FORM 2B- SBE CONSULTANT/JOINT VENTURE PARTNER/SUBCONSULTANT-GROSS REVENUE DECLARATION
- SFMTA SBE FORM 3 -- QUESTIONNAIRE ON RECRUITMENT, HIRING, AND TRAINING PRACTICES FOR CONSULTANTS
- SFMTA SBE FORM 4 -- SBE SUBCONSULTANT PARTICIPATION DECLARATION
- SFMTA SBE FORM 5 -- SMALL BUSINESS ENTERPRISE ACKNOWLEDGMENT DECLARATION

POST-AWARD FORMS:

- SFMTA SBE FORM 6-- AMENDMENT/MODIFICATION DECLARATION PROFESSIONAL SERVICES & CONSTRUCTION CONTRACTS
- SFMTA SBE FORM 7-- CONSULTANT EXIT REPORT AND DECLARATION
- SFMTA SBE FORM 8-- AMENDMENT/MODIFICATION DECLARATION PROFESSIONAL SERVICES & CONSTRUCTION CONTRACTS
- SFMTA SBE FORM 9-- CONSULTANT EXIT REPORT

OTHER DOCUMENTS

37. STANDARD FORMS: LISTING AND INTERNET ADDRESSES OF FORMS RELATED TO CHAPTERS 12B AND 12C OF THE S.F. ADMINISTRATIVE CODE, BUSINESS TAX AND EMPLOYER IDENTIFICATION NUMBER
38. PROTEST PROCEDURES FOR BIDDING AND AWARD OF FEDERALLY ASSISTED THIRD PARTY CONTRACTS
39. LABOR CODE SECTION 1070
40. CERTIFICATION REGARDING LOBBYING
41. ATTESTATION OF COMPLIANCE

All exhibits are available to be viewed on the Controller's website:
<http://mission.sfgov.org/OCABidPublication/ReviewBids.aspx>