

Attachment 2

Scope of Services

For

25-00165-APES,

**Operation of ADA Paratransit Services/Shared Ride
in Philadelphia, PA**

1. *Introduction*

1-1. Background

The Southeastern Pennsylvania Transportation Authority (SEPTA) is issuing this Request for Proposal (RFP) to enter into a three-year Contract with two one-year options to extend, at SEPTA's sole discretion, with up to two(2) qualified transit operations Contractor to operate American with Disabilities Act (ADA) Paratransit Services in Philadelphia County, PA and maintain the SEPTA owned vehicles assigned to this project for use by Contractor personnel.

This Scope of Services (SOS) applies to two (2) individual books of work within Philadelphia County (herein individually referred to as Ph3 (Contract 1), and Ph7 (Contract 2). Individual stand-alone proposals may be submitted for either, or both books of work.

If a firm proposes for both, each individual Proposal is subject to award on its own as an individual proposal. Each proposal must be specific to either Ph3 or Ph7.

SEPTA may make the following contract awards to:

- two (2) different Proposers, one for Ph3 (contract 1) and one for Ph7 (contract 2)
- one (1) Proposer for Ph3 (contract 1) & Ph7 (contract 2)

Note: For additional detail, see Item 19 of the RFP – Price Proposals.

Created by the state legislature, SEPTA is a body corporate and politic and acts as an agency and an instrumentality of the Commonwealth of Pennsylvania. SEPTA serves the heavily populated southeastern Pennsylvania counties of Bucks, Chester, Delaware, Montgomery, and Philadelphia.

The basic Service Area covered under this Contract will be provided to origins and destinations within $\frac{3}{4}$ mi. corridors on both sides of regular SEPTA's fixed route bus and light rail route.

The term of this Contract shall be for three years' duration (with two one-year options to extend, at SEPTA's sole discretion) beginning on or about November 24, 2025, with an anticipated 2% increase in revenue hours year over year.

The Contractor(s) will be responsible for the provision of ADA Paratransit service in the SEPTA service area including but not limited to Philadelphia County. The Contractor will be responsible for hiring, training and deployment of drivers involved in the delivery of this service, providing on-time, quality service, maintaining vehicles, and providing sufficient support to other functions necessary for this project.

Using a centralized service configuration, SEPTA will provide reservations, scheduling, and control center functions for this service.

SEPTA has made every effort to accurately identify the level of service the Contractor can expect to operate under their Contract. Please note however, that service estimates can be impacted by variables outside of SEPTA's control and/or knowledge.

Qualified firms must have an operating record free of any terminations of Contracts or operating agreements due to poor performance or other reasons of cause.

1-2. Definitions: Frequently used terms and SEPTA's definitions:

- Accident - as defined by FTA in 49 CFR Parts 653-654.
- ADA - Americans with Disabilities Act; and all federal regulations pursuant to ADA.
- Cancellation - Any trip in which a patron decides to cancel two (2) hours or more prior to the confirmed/negotiated pick up time.
- Companion (Guest) - A person accompanying the SEPTA Access eligible patron and whose pick-up and drop-off are at the same location. The companion will pay the same fare as the SEPTA ADA patron.
- Cushion ride - Any time the trainer rides in the vehicle with the driver or trainee.
- ETA - Vehicle's estimated time of arrival.
- ETA Calculation - Vehicle's estimated time of arrival based upon the last performance of activity on tour.
- FTA - Federal Transit Administration.
- Group - Three (3) or more people riding with a common pick-up and drop-off point.
- Holidays - New Year's Day, Martin L. King Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- Incident - Any non-vehicular occurrence outside the normal (i.e., wheel comes off the wheelchair); any vehicular damage not defined above as "accident"; any bodily injury that is not received during an accident as defined in #1 & 2 (i.e., patron falls).
- Key Personnel - Officers, Designated Project Manager, Personnel Manager, Operations Manager, Administration, Driver Trainer, Safety/Risk Manager and Systems Manager.
- Late Cancellation - Any cancellation made less than two hours before the confirmed pick-up time. This occurrence is treated the same as a No-Show.
- Liquidated Damages --Non-Punitive financial penalties imposed upon the Contractor to compensate SEPTA for loses resulting from Contractor actions delineated within this SOS.under section 16.
- Mean Distance Between Failures - A measurement of efficiency determined by dividing the Contractor's total odometer miles in a SEPTA fiscal period by the total number of vehicle mechanical breakdowns in the Contractor's fleet for the same period. Commonly referred to as MDBF.
- Mobile Android Tablet (MAT) – A wireless interactive, real-time data device that transmits an electronic itinerary display to the driver in each vehicle. The MAT has an integrated data radio with GPS/AVL capability.

- Negotiated - Time patron accepts (and confirms) when requested time is not available at the time reservation is made.
- Non-Ambulatory - Any person who uses a scooter or wheelchair for mobility.
- No-Show - Patron is not available for confirmed ride five minutes after the end of the on time window on driver's manifest display, cancels ride less than two hours before the scheduled time, or declines trip when the driver arrives at the door. SEPTA Control Center confirms all no-shows in the Demand Response Transit Software system.
- On-Time Performance – The thirty (30) minute window buffering scheduled time used to assess timeliness of each pick up.
- PAT - Passenger Assistance Techniques.
- Peak Hours – 06:00 (6:00 a.m.) to 09:00 (9:00 a.m.); 14:00 (2:00 p.m.) to 17:00 (5:00 p.m.), Monday through and including Friday.
- Personal Care Attendant (PCA) - A person traveling as an aide who is designated or employed by a registered ADA Paratransit rider to help that person meet his or her personal needs and/or facilitate travel, is traveling with the rider (same pick-up and drop-off points) and is pre-registered with SEPTA. The PCA will not pay a fare.
- Productivity – The number of trips delivered per revenue hour.
- Related Parties - Affiliates of the Contractor; entities for which investments are accounted for by the equity method by the enterprise; trusts for the benefit of employees, such as pension and profit sharing trusts that are managed by or under the trusteeship of management; principal owners of the Contractor; its management; members of the immediate families of principal owners of the Contractor and its management; and other parties with which the Contractor may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests. Another party also is a related party if it can significantly influence the management or operating policies of the transacting parties or if it has an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing their own separate interests.
- Requested Time - The pick-up time patron requests when a reservation is made.
- Rescheduled Trip - Any trip scheduled again, such as a return trip from a delayed medical appointment, or when a patron requests a return trip after a No-Show. Once a rescheduled trip time is agreed upon, the rescheduled trip is subject to the same on-time performance requirements as any other trip.
- Revenue Hour – Also referred to as Demand Response Revenue Hours, are calculated in the trip scheduling software system and reflected in the vehicle manifest display, from the beginning of the first scheduled pick up (excluding early cancellations) to the last scheduled drop-off (excluding early cancellations). Revenue hours will exclude breaks, time spent offline, or deadhead vehicle hours (i.e., non-passenger hours to and from the operating base or garage).

- Revenue Service - Any vehicle, driver or tour receiving payment for providing transportation.
- Same Day - Any trip that was not previously scheduled but was dispatched on the day of service to a driver in real time.
- SEPTA Service Area - That geographic area in which the Contractor will provide transportation. Whenever any street forms a boundary of the service area, both sides of the street, and the facilities that open directly onto said street, shall be considered to be within the service area. Any ride beginning or ending on a street forming the border shall be considered to be in the service area, regardless of the side of the street on which the ride begins or ends.
- Serial Trip - Any trip where the same driver provides stopover trips for a patron with less than 30 minutes between the drop-off and subsequent pick up. Serial trips are strictly prohibited, and SEPTA will not remit revenue hourly payments for such trips.
- Tour - The scheduled trips to be performed by one driver during his/her work shift.
- Trip - The act of transporting one person from one predetermined location to another.
- Trip Rejection, Trip Turn-Down or Trip Denial - Any time SEPTA does not accommodate the patron's requested time and/or another time within one (1) hour before or one (1) hour after the requested time and, therefore, SEPTA does not provide the reservation. All trip rejections are reported.
- Trip Variance - Any time SEPTA successfully negotiate a trip reservation with a patron that is more than 60 minutes different from the originally requested time.

1-3. Form of Proposal

The Proposal must address all items set forth in Attachment #2 of the Agreement, “Scope of Service,” and shall be submitted in two (2) separately sealed Sections, the Technical Proposals in one envelope and the Price Proposals in another envelope.

NOTE: See Section 2.1 – Technical Evaluation Criteria

Technical Proposal: The service described by a Proposer must be fully responsive to this RFP. This shall include but shall not be limited to the following information:

Implementation/Start-Up Plan and Transition Plan – It should provide a detailed plan of all start-up tasks. This should include a chronological list of events. The Proposer shall detail and thoroughly document its knowledge of the issues and problems inherent in a Paratransit service start-up and in a transition between an incumbent Contractor and a new Contractor (if applicable) and shall thoroughly explain the contingency measures to be implemented by the Contractor in the event problems arise. In lieu of a transition plan, the incumbent Contractor should discuss actions to be taken to correct any existing issues or concerns.

Once the Contract is awarded, the Proposer must provide to SEPTA a weekly status report on all start-up activities (i.e., staffing/hiring, facility make-ready, parts inventory procurement, etc.).

System Management Plan – Comprehensive, detailed program showing staffing

commitment and responsibilities, accompanied by a quality control program describing how Proposer will ensure quality service, effective communication with SEPTA and staff, and timely completion of required reports. This plan must include the following:

A Project Organization Chart, which must identify Proposer's Project Manager, Operation Manager, On-Site Maintenance Manager, and all other Key Personnel required for this project. Resumes shall be provided identifying the qualifications and experience of the manager of the Project and all key personnel.

Description of Proposer's staff recruiting and selection processes by job title, giving the actual or anticipated turnover ratio for each position.

Operational Plan - Should identify the corporate approach to providing all the services identified in the Scope of Service and for achieving the objectives of the Project. This should include, but not be limited to:

1-4. Staffing

Staffing Plan - Identify and describe the role of all employees identified, additional staffing needs and a timetable with dates for filling positions, and/or changes in responsibilities. Include present training programs at new hire, post-accident, complaint response, and annual retraining;

Driver License Check - The method used to obtain a copy of the motor vehicle record for drivers proposed to be used in this service and a copy of all citations issued to these drivers for the past three (3) years. If an outside source is used, Proposer shall identify, by company name, said source (e.g., D.A.C). Reference section 3.8 Drivers for more details.

Drug-Free Environment - The Proposer's program to assure a drug-free environment, which, at minimum, must be consistent with SEPTA policy.

Medical Requirements -The program the Proposer shall use for each, and every employee involved in this project to meet or exceed any and all medical requirements as established by the federal government for operating a commercial vehicle used in the transportation of fare-paying passengers as well-as any and all state requirements.

1-5. Vehicles

- Maintenance and Control - Proposer shall submit a description of its comprehensive vehicle maintenance program, including number and type of personnel directly involved and a plan for addressing preventive maintenance, cleaning, corrective maintenance, breakdowns, quality control and quality assurance, wheelchair lift maintenance, outside repair arrangements, and record keeping.
- Inspection - An inspection system to ensure every vehicle meets all applicable state and federal laws for commercial vehicles carrying passengers in the Commonwealth of Pennsylvania.

- Body Maintenance - The system to be used to have vehicles kept free of dents, scrapes, or other body damage.

1-6. Timely Notification

The method to be used by the Proposer to ensure SEPTA will consistently receive verbal notification to Access Control Center within fifteen (15) minutes of occurrence, and to provide within twenty-four (24) hours of occurrence, a full and comprehensive report of each and every vehicle and/or passenger accident/incident that occurs while the Proposer's vehicle is in service to SEPTA.

1-7. Safety

- Safety Record - Provide the Proposer's safety record for the past three years (detailed claims listing or loss run).
- Provide the Proposer's accidents/incidents per 100,000 miles for the past three "full" years.
- Provide the Proposer's number of claims per 100,000 miles for the past three "full" years.
- Provide the Proposer's claims in dollars per 100,000 miles for the past three "full" years.
- Provide a copy of the present safety programs.
- Safety Policies and Procedures – Proposer's present or proposed programs, policies, and procedures to ensure safety of passengers and staff, investigation of accidents, rewards, and discipline.
- Experience of Firm - Recent and relevant experience in providing transportation service.

1-8. Priorities of Service

SEPTA's Access Department (formerly known as Customized Community Transit) is responsible for providing all Paratransit services for the Authority. The agency is committed to providing a high-quality Paratransit service to our passengers.

Paratransit service is a very complicated mode of public transportation. These priorities are considered to be our guiding principles in our management of the system.

Safety: The most important aspect of our Paratransit service is safety. To achieve this, we place a high emphasis on every aspect of the service that will ensure the safety of all involved. Some examples of the kinds of things that are important to the safety of the service include:

- Safe driving
- Well-trained employees
- Properly maintained vehicles

- Efficient but responsible vehicle schedules
- Effective and appropriate patron assistance

ADA Compliance: In addition to safety, SEPTA strive to provide ADA Paratransit service and Shared Ride Program service that is in full compliance with the federal ADA and PADOT regulations. We place importance on:

- Maintaining adequate capacity levels
- Providing on-time service
- Ensuring the full accessibility of our equipment and facilities
- Providing appropriate and proper passenger assistance
- Enabling and assisting passengers who use other modes of accessible SEPTA transit in addition to Paratransit service

Quality service: Passengers aboard SEPTA’s Paratransit service should have quality riding experience. By this we mean:

- Vehicles are clean and in sound operating condition
- Drivers and other staff are professional, well-groomed, polite, and courteous
- The ride is comfortable, climate controlled and free of excessive noise
- All rides are always performed on time.

Economy: SEPTA is concerned about maintaining an economically efficient service. This is important not only because of our responsibility to efficiently manage public funds, but also because of the demand for Paratransit service. To achieve this, we will:

- Ensure vehicle schedules maintain high productivity
- Manage our fleet and other physical assets efficiently to maximize the use of all SEPTA equipment
- Employing the right people with the right skills to get the job done
- Manage service delivery proactively throughout the day to maximize the use of our fleet
- Ensure that service standards and rules that apply to SEPTA, our Contractors and our passengers are followed and that everyone is working together to help us to remain efficient
- Ensure full fleet availability

Cooperation: We seek a full partnership and a cooperative relationship with all of our Contractors. To achieve this, we are constantly striving for:

- Regular and open communication
- Discussion of problems during the early stages, with a focus on solutions rather than blame
- Sharing of responsibilities to constantly improve the service

2. Service Background

2-1. Introduction

SEPTA Access is responsible for providing Paratransit service transportation to eligible members of the public under two (2) programs--the federally mandated ADA Paratransit service program, for persons with disabilities, and the Pennsylvania Lottery Fund's Shared-Ride Program (SRP), for Philadelphia residents aged 65 and older.

SEPTA operates SRP in Philadelphia County only, but ADA Paratransit service within the five (5) county SEPTA service area.

2-2. ADA Paratransit service for persons with disabilities

Guided by the US Dept. of Transportation and US Dept. of Justice regulations 49 CFR Parts 27, 37 and 38 as (amended) available at <http://www.transit.dot.gov/regulation-and-guidance/civil-rights-ada/american-disabilities-act-full-regulatory-history> implementing the complementary Paratransit service requirements of the Americans with Disabilities Act, the Division provides door-to-door, driver assisted ADA Paratransit service by advance reservation, using ride sharing, to eligible persons with disabilities throughout SEPTA's five (5) county service area of about 2,200 sq. mi. using passenger vans, sedans, and lift-equipped vans operated by Contract carriers. ADA service whenever possible mirrors fixed route days and hours of operation with six (6) - and seven (7)-day schedules. SEPTA Tariff 229 governs the provision of ADA Paratransit. A flat fare covers Philadelphia ADA; a flat fare with a distance-based fare adjustment may be applied for suburban ADA travel. The ADA is considered civil rights legislation and regulated by the federal government. Familiarity with the federal regulations governing ADA service, strict observation of their provisions, and documentation of all processes and actions taken are therefore required.

2-3. Shared-Ride Program (SRP) Paratransit service for seniors (PHILADELPHIA COUNTY ONLY.)

The Pennsylvania Lottery subsidizes ride-shared Paratransit service transportation to registered riders aged 65 and older, under Pennsylvania Act 36 of 1991 www.pacode.com/secure/data/067/chapter425/chap425toc.html, regardless of income or health. As the Philadelphia County Coordinator, SEPTA provides Shared-Ride Program Paratransit service within Philadelphia County only. SRP service operates within the same days and hours as ADA Paratransit service. SEPTA Tariff 146 governs Shared-Ride Program Paratransit service.

2-4. Service areas

SEPTA's Access ADA Complementary Paratransit service area encompasses all of Philadelphia County and portions of Bucks, Chester, Delaware, and Montgomery Counties. Some areas receive 6-day and others, 7-day service. SEPTA Access is not authorized to provide service to/from nor collect fares for trips outside service area boundaries. Such trips are ineligible, and Contractors will not be reimbursed for them.

For SEPTA's registered SRP patrons, SEPTA Paratransit service is provided on a ride-

shared, advance-reservation basis anywhere within Philadelphia County (including the prescribed three (3) mile buffer area).

2-5. Description of SEPTA's Access Paratransit services

Contract carriers within the City of Philadelphia and each suburban county provide SEPTA's Paratransit service - Access. Each Contractor is responsible for providing rides to patrons, training drivers (other than SEPTA provided familiarization) and maintaining vehicles.

SEPTA's Access Department functions as the administrator of SEPTA's Access Paratransit service, overseeing the suburban and city Contracts. In addition, SEPTA provide centralized passenger certification, driver familiarization, drug, and alcohol testing, and directly manages the reservation, scheduling, dispatch, and service monitoring functions of rides. SEPTA also provide vehicles to Contractors for use in the service.

SEPTA's suburban county Contractors primarily provide ADA service.

ADA demand has been flat; however, after the first year of the contract, demand is projected to grow uniformly at an added rate of 2% per year for the term of the contract.

Additional information on service indicators and characteristics is provided in Scope of Work.

2-6. Basic Concept of Operations

Call intake, trip scheduling, and dispatching of ADA Paratransit and SRP service are responsibilities of SEPTA, not the Contractor. For the service to be delivered in Philadelphia County, the Contractor is responsible for driver check-in, daily assignment of operators to runs and vehicles, "end-of-shift" check-in, distribution of passenger and SEPTA information, collection of paperwork, and reporting. SEPTA dispatchers will take over from the time the vehicles are pulled out of the Contractor's yard until they are pulled back into the Contractor's yard. Contract supervisory personnel must be on site to ensure operators check in, know their assignments, and are assigned vehicles. ***All communications to and from in-service operators will be channeled via the SEPTA dispatcher unless specifically authorized otherwise by SEPTA.*** SEPTA may require the Contractors to provide appropriate personnel for special service events and other occasional SEPTA service needs. The Contractors are required to maintain an adequate labor force to perform all work assigned. The Contractors are also responsible for providing street supervision, driver performance oversight, vehicle maintenance, and accident/incident response and investigation.

Contractors shall assign specific vehicles to blocks of work in accordance with SEPTA's instructions for the size and type of vehicle each individual piece of work requires. SEPTA will use software to generate schedules that will be finalized and optimized by SEPTA. The Contractor is encouraged to provide ongoing feedback on the schedule optimization process so that the service provided by the Contractor is productive and effective.

2-7. Scope of Service Offered to Passengers

SEPTA provide door-to-door service for all registered riders. The service also includes assistance to passengers boarding and disembarking vehicles, carrying bags or parcels, securing wheelchairs and scooters, and assisting riders with fastening seat belts. SEPTA also transport service animals free of charge. The details of these requirements are defined in the Scope of Services, Section 3.

2-8. Computerized Reservations & Scheduling

SEPTA’s Access at its central operations center will take trip reservations for this service. At a minimum, reservations are accepted on weekdays from 7:00 a.m. to 4:00 p.m. and from 7:30 a.m. to 4:30 p.m. on weekends and holidays.

SEPTA compile the patron trip requests into vehicle schedules. The schedules are transmitted to the Contractor vehicles wirelessly via Mobile Android Tablets (MATs) over a cellular data network. The Contractor must perform all work assigned.

2-9. Growth History and Trends

Some of the current service characteristics of the work being performed are detailed in the following table:

Current Average of one-way weekday trips	<u>3,762</u>
Current Rides/Revenue Hour	<u>See attached 12-month running report of actual Passengers and Demand Response Revenue Hours for Ph3, which is also projected for Ph7</u>
Total Weekday Tours (am/pm)	<u>See attached Shift Configurations for both Ph3 & Ph7, which is also provided as RFP attachment “15.B Service Run Breakdown”</u>
Fleet Assignment Per Contract	<u>Qty. 55 – See attached Fleet Listing at the end of this SOS, which is also provided as RFP attachment “15.J. Fleet Roster” for both Ph 3 and Ph 7</u>
Current Average No Show rate	<u>5%</u>
Current Average Cancellation rate	<u>40%</u>

For this contract, SEPTA is projecting the following initial service delivery requirement (see table below):

(PH3) Philadelphia County (Contract 1)

M-F	Contract 1 - PH3		
	Pass Van	Lifts	Hi-Cap
Full Day	4	4	0
AM Peak	10	5	0
PM Peak	6	3	0
Evening	7	7	0
Overnight	0	2	0
TOTAL	27	21	0

SUN	Contract 1 - PH3		
	Pass Van	Lifts	Hi-Cap
Full Day	9	7	0
AM Peak	1	2	0
PM Peak	0	0	0
Evening	2	2	0
Overnight	1	1	0
TOTAL	13	12	0

SAT	Contract 1 - PH3		
	Pass Van	Lifts	Hi-Cap
Full Day	9	7	0
AM Peak	1	2	0
PM Peak	0	0	0
Evening	2	2	0
Overnight	1	1	0
TOTAL	13	12	0

(PH7) Philadelphia County (Contract 2)

M-F	Contract 2 - PH7		
	Pass Van	Lifts	Hi-Cap
Full Day	11	7	0
AM Peak	3	6	0
PM Peak	9	6	0
Evening	4	0	0
Overnight	0	2	0
TOTAL	27	21	0

SAT	Contract 2 - PH7		
	Pass Van	Lifts	Hi-Cap
Full Day	9	8	0
AM Peak	1	1	0
PM Peak	0	0	0
Evening	2	2	0
Overnight	1	1	0
TOTAL	13	12	0

SUN	Contract 2 - PH7		
	Pass Van	Lifts	Hi-Cap
Full Day	9	8	0
AM Peak	1	1	0
PM Peak	0	0	0
Evening	2	2	0
Overnight	1	1	0
TOTAL	13	12	0

The above information is an average based on the operations of the current Contractor. SEPTA has made every effort to validate this information but note that the performance indicators may vary depending on external and internal factors.

2-10. SEPTA Organizational Structure

This RFP is being issued to hire Contractors to perform a portion of the work required to provide Access ADA Complementary Paratransit service. In addition to the Contractors' responsibilities in this program, SEPTA maintain a significant organization to manage our aspects of the service and to manage the Contractors directly providing service delivery.

SEPTA's Access Department manages a variety of services. These include park and ride shuttles, community transit service, contracted fixed route services, and Paratransit services. Within Paratransit service, SEPTA is responsible for program management functions such as reservations, scheduling and dispatching, contractor management, assistance with driver familiarization, radio dispatching, fleet management oversight, financial management, and quality of service functions. All functions that are not specifically assigned to the Contractor will remain the full responsibility of SEPTA until decided otherwise. Some of the specific positions involved in the Access Paratransit service covered by this RFP are further identified below:

SEPTA Project Manager: SEPTA's Access Paratransit program is managed by our Project Manager (hereinafter referred to as "SEPTA's Project Manager"). SEPTA's Project Manager is assisted by a management team, which provides the technical directions for the various aspects of the Project. These additional management areas include, but are not limited to:

- Operations: Contractor performance and SEPTA's reservations, scheduling, and dispatch functions
- Finance, billing, and reporting
- Fleet oversight
- Passenger eligibility
- Patron service
- Safety and training

SEPTA Contract Administrator: SEPTA's direct liaison between our organization and the Contractor is a Contract Administrator (hereinafter referred to as SEPTA's "Contract Administrator"). SEPTA's Contract Administrator will be the single point of contact on all Agreement and management matters and must approve all changes in the service, in writing, before they can be acted upon. From the initial advertising of this RFP through the selection of the firm to be awarded this project, the P&SC Division contract administrator will be the sole authorized point of contact for all issues relating to this project. Following the award of the Agreement, the Contractor will be required to work with the P&SC Division's contract administrator on all matters relating to the finalization of the formal Scope of Service, provision of required certificates of insurance, performance bonds, Agreements, leases, and any other matters related with the formal execution of the Agreement. After the Agreement has been fully executed, the Project Manager from SEPTA Access will maintain the day-to-day contact between SEPTA and the Contractor.

SEPTA Management Activities: From time to time, other SEPTA staff may be assigned to work on particular aspects of this project to perform certain tasks. As necessary, the Contractor will be advised of such assignments and will be required to work with staff, as necessary.

SEPTA Access Contract Compliance Director: SEPTA's direct overseer of all activities related to compliance with safety issues, hiring qualifications and operating procedures.

3. SCOPE OF WORK

3-1. Introduction

The following Sections describe the various requirements of this Contract. These requirements describe the details of the service that must be provided to perform this service. All proposing firms, and ultimately the successful firm, shall be responsible for complying with all of the requirements listed below.

In the Sections below, SEPTA provide Proposers with the best information we have available to assist you with the preparation of your management plans and your Proposals. We will provide current operating statistics and other non-proprietary information from current operations. Nevertheless, for reasons that should be obvious, SEPTA cannot provide any actual or implied guarantee with relation to the accuracy or the adequacy of this information. Some of the reasons for this include that there is no effective means of projecting Paratransit services demand growth; Contractor operating, and management plans will significantly impact manpower needs; fleet maintenance plans vary and will impact vehicle reliability; etc. The following information provides a basic understanding of the work to be performed and should combine this with their own research and experience to develop Proposals for a flexible approach to delivering the services described here.

The rules and procedures of this service will be dynamic, and the Contractor will be required to respond and assist with these evolutionary improvements throughout the term of the Contract, without seeking additional compensation. In the unlikely event that SEPTA implement changes to the Scope of Services or volume of work, we will initiate negotiations with our Contractors for appropriate changes to compensation.

Each vehicle is equipped with a Mobile Android Tablet (MAT) with an integrated Automatic Vehicle Location (AVL) system and two-way voice communications. The equipment is being provided and maintained by SEPTA. This system may be changed out/upgraded during the course of this contract term.

The sections below describe the various minimum requirements for this service. The Proposer should use this information to develop their management plan and build on these requirements to tell us how you will approach and manage the services. We are interested in value-added approaches that fulfill our requirements and offer experience and expertise that will help SEPTA learn and improve the safety, quality, and efficiency of Paratransit services within Philadelphia County.

3-2. Additional Regulations

In addition to the requirements listed in this document, all Proposers are also responsible for understanding and complying with SEPTA's Paratransit regulations (see Tariff 229 and 146, Attachment 15 of the RFP). Please note that, like any administrative or operating guidelines, this information is somewhat dynamic and will likely change slightly during the life of the project. Such normal evolutionary changes do not constitute a change to the Scope of Services described here.

3-3. Staffing

To perform the services described in this RFP, proposing firms must submit a detailed staffing plan that clearly states the positions and personnel to be used in the management and delivery of this service. The Contractor is required to have sufficient trained personnel to meet the Contract requirements at all times throughout the life of the Contract. All staff and drivers must be hired and in place no less than fifteen (15) days prior to service implementation except where otherwise noted. The Contractor shall provide sufficient numbers of trained and qualified personnel to manage and carry out the service and provide reporting required under this Agreement and Scope of Services. It is our expectation that you expand the pool of eligible employees while you continue to maintain the highest standards in hiring personnel therefore the functions of the staff shall include but not be limited to:

- Must hold a valid driver's license from the United States or territory which verifies the appropriate class (if operating vehicles);
- Must have a safe driving record, which is defined as no more than one (1) previous suspension for moving violations, and no more than one (1) record of a moving violation within the two (2) years prior to start of SEPTA driving service (if operating vehicles).
- Must be a licensed driver in the United States or territory for a minimum of two (2) years (if operating vehicles);

In addition, the Contractor shall not employ as a Driver in any SEPTA-related work under this Contract any person who has had any convictions at any time, whether felony or misdemeanor, that concerns: forgery, falsification of records, or false swearing to authorities.

In addition, the Contractor shall not employ as a Driver in any SEPTA-related work under this Contract (i) any person who has had any convictions at any time for any sexually related offense or a crime of violence of any grade whatsoever, or (ii) any person on probation or parole for any sexually related offense or a crime of violence of any grade whatsoever. For purposes of this Contract as it relates to Drivers, these crimes include:

- a. Aggravated Assault
- b. Simple Assault
- c. Aggravated Indecent Assault

- d. Indecent Assault
- e. Sexual Assault
- f. Endangering the welfare of a child
- g. Involuntary Deviate Sexual Intercourse
- h. Luring a Child
- i. Kidnapping
- j. Neglect of care of a dependent person
- k. Rape
- l. Robbery
- m. Vehicular Homicide

While other languages may be a plus, all employees must speak and understand English fluently. All operations-related employees must have knowledge of the service area and documented ability to determine the location of and arrive at the street address.

3-4. Project Manager-One (1)

Contractor's designated Project Manager shall function as the principal point of communication between the Contractor and SEPTA Access management. The Project Manager shall be available as required by SEPTA Access management for review of any aspect of the Contractor's service for SEPTA Access, including administrative, financial, operational, personnel, reporting and policy matters.

The Project Manager shall have a minimum of three (3) years transit experience, with two (2) years of Paratransit service experience. The Project Manager shall be on site for a minimum of forty-five (45) days prior to service implementation, and shall be responsible for all staffing issues, including but not limited to hiring, adherence to training requirements, performance standard adherence, reporting requirements, equipment standards.

When proposing a Project Manager for this service, the Contractor must identify a specific individual for the position. Once Proposals are received, proposed Project Managers are considered to be obligated to the project and shall not be changed except with SEPTA's written approval. Failure to comply with this requirement may be cause for a Proposal to be declared non-responsive.

3-5. Operations Supervisor(s)(Can also serve as the Lead Dispatcher)

An operations Supervisor will be required to manage the driver scheduling and dispatch area. This individual must be responsible for day-to-day operations in this area and must supervise any additional personnel working in this area. This position must be staffed and on site any time a contractor's vehicle is deployed.

The Operations Supervisor must have three (3) to five (5) years of Transit operations experience.

3-6 Lead Dispatcher(Can also serve as the Operations Supervisor)

A lead dispatcher will be required to oversee the dispatchers and ensure all contracted shifts are dispatched on time. This individual must be responsible for personnels in charge driver assignments, vehicle assignment and communication with Access Control Center about day to day issues.

The lead dispatcher must have three (3) to five (5) years of Paratransit dispatch experience. The lead dispatcher is required to be hired and on-site 30 days prior to the start of services.

3-7 Street Supervisor

The street supervisor position must be staffed and on duty at a ratio of one (1) supervisor for every ten (10) tours in service without exception. This level of staffing will provide adequate coverage to manage an active oversight of daily street operations across all hours of revenue service. The contractor provides their own vehicles for Road Supervision.

3-8. Trainer-One (1)

A full-time Certified Trainer will be required to provide all necessary driver training, either directly or by supervising other qualified trainers. This person must be fully qualified and have certifications in all required training elements (i.e., Classroom Certification, Defensive Driving, Passenger Assistance). The Trainer must be on-site no less than 30 days prior to the start of services.

3-9. Mechanics

The preferred means of performing maintenance work is by dedicated employees. If maintenance is provided directly, proposing firms must employ at least one (1) lead mechanic qualified and experienced in performing all major maintenance work on the assigned fleet. This lead mechanic must also be experienced in managing all of the functions of a maintenance operation for a project of similar size and complexity.

In addition to the lead mechanic, the Contractor must employ at least one (1) mechanic, that is ASE Master Certified.

All mechanics must be proficient in the diagnosis and repair of mechanical, electrical and HVAC deficiencies. They must be qualified to make necessary repairs, replacements, and adjustments to all assigned equipment. Maintenance staff must be capable of performing all repairs incidentally to State Inspections. At least 50% of the maintenance staff must possess certifications for the Pennsylvania State Inspection and air conditioning repair and refrigerant reclamation.

Mechanics must have maintenance experience with the vehicles identified in Vehicle Fleet Roster.

3-10. Drivers

The Contractor shall maintain sufficient numbers of drivers to provide service that is always fully compliant with Contract service levels. For the purposes of this Contract,

“sufficient drivers” means the number of drivers the Contractor believes are necessary to perform the services. The Contractor’s actual need for drivers will, of course, be dependent on its full time/part time ratio and their management plan to perform services. It is ultimately the Contractor’s responsibility to determine its own staffing needs.

General Minimum Requirements: The following minimum requirements apply to all applicants who are employed by the Contractor and used as a driver in SEPTA Access service. All minimum requirements must be met before any employee of the Contractor can be employed, in whole or in part, as a Paratransit driver in SEPTA’s services. These minimum requirements are as follows:

- a. Physical examination which must be performed by a licensed physician, to include the ability to lift a minimum of fifty (50) pounds;
- b. Passing an FTA compliant pre-employment drug and alcohol screen;
- c. A valid driver's license in the United States or its territories which verifies the appropriate class;
- d. A safe driving record, which is defined as no more than one (1) previous suspension for moving violations and no more than one (1) record of a moving violation within the two (2) years prior to start of driving in SEPTA service;
- e. Must be a licensed driver for a minimum of three (3) years in the United States or territory;
- f. Must receive a minimum of 24 hours behind the wheel training with a qualified trainer before release for SEPTA revenue service;
- g. Must be able to speak and understand English fluently;
- h. Nationwide and state criminal record abstracts are required for all drivers and other safety-sensitive staff annually;
- i. Demonstrated knowledge of service area and documented ability to determine location of and arrive at street address.

Documentation Required

The Contractor shall provide SEPTA, the name, driver’s license number, hourly wage rate, a photo, and a standard release of information form, signed by the driver authorizing Contractor to obtain the driver’s motor vehicle record and criminal history for each driver in SEPTA-related work. The Contractor shall also maintain a training log containing dates of training and signatures by driver(s) and trainer(s) that driver training was completed.

All drivers utilized in SEPTA’s services shall have demonstrated proficiency in those areas identified in Section 3-12 Training Requirements. The use of “driver lease” or other contracted programs is specifically prohibited.

Background Checks Required

At the time of hire, each Contractor shall conduct an unlimited nationwide and state and county criminal record background screening/check and unlimited motor vehicle record screening/check (hereinafter collectively referred to as “Background Checks”) of each

driver and all safety sensitive staff. Copies of the Background Checks must be maintained in each employee's personnel file.

Annually, the Contractor shall update the above-referenced Background Checks. Copies of these updates must be maintained in each employee's personnel file.

Each paratransit driver in SEPTA-related work shall sign a release of information giving SEPTA and the Contractor the right to obtain from criminal justice agencies the driver's record of prior convictions for felonies or misdemeanors. Each driver shall also sign a release involving pre-hire drug test information, including all information resulting from drug and alcohol tests.

At the time of hire and annually thereafter, Contractor shall provide to SEPTA a certification setting forth that the Background Checks were conducted of any new hire and/or current drivers and safety sensitive staff, such certification to include the employees' name(s), the vendor that conducted the Background Checks, and that such Background Checks complied with this Section and all applicable federal, state, and local regulations and laws.

The Contractor shall review the prior convictions for DUI (driving under the influence) and for other applicable convictions. There should be no automatic disqualification for convictions. With the exception of convictions of crimes of violence against another and/or crimes of sexual exploitation/manipulation of another as detailed herein (i.e., Section 3-3), the vendor shall consider the following as it relates to prior convictions and an individual candidate's fitness for duty as a driver:

- The nature and gravity of the offense.
- The time that has passed since the offense and/or completion of the sentence.
- The nature of the job sought.
- At the conclusion of considering these factors, the Contractor shall conduct an individualized assessment, case by case, for each individual candidate and each conviction to determine their fitness for duty as a driver for the vulnerable community of individuals that Drivers serve.

3-11. Job Application

The Contractor shall include in its employment application form (for those who are applying for SEPTA-related work) a question asking the applicant whether such an applicant has a record of any conviction for driving under the influence (DUI), and for any felony or misdemeanor.

The contractor requires all current employees applying to begin work as drivers in SEPTA-related work under this contract to answer the same question concerning their criminal record before determining whether they may begin driving in SEPTA-related work.

Any job applicant or current employee who fails to disclose a relevant conviction and who is employed by Contractor in SEPTA-related service under this contract, shall be:

- Removed from SEPTA-related work if the Contractor determines that the application was falsified; and
- Removed from SEPTA-related work if applicant/employee has a conviction record that precludes him/her from employment in SEPTA-related service.

3-12. Notification

Where an applicant for employment is not hired by Contractor and the reason for Contractor's decision not to hire is based on the applicant's conviction record, Contractor must notify the applicant in writing of its decision and the reason for its decision. The contractor must also forward a copy of this notification to SEPTA (Attn: Director Contract Compliance).

3-13. Continuing Obligations Regarding Criminal Convictions

Drivers in SEPTA-related work must report on a continuing basis any new convictions occurring from the time they begin driving in SEPTA-related work, as well as any violations of the Motor Vehicle Code (other than parking violations). Contractor shall conduct a new individualized assessment for drivers who are arrested and must disqualify from all SEPTA-related service any employees convicted of crimes of violence or sexual assault upon another as detailed herein.

Contractor and SEPTA agree to share information concerning any relevant conviction of any applicant or employee of Contractor in SEPTA-related work. The contractor must inform SEPTA in writing of its decision concerning the removal of a driver in SEPTA-related work based on a criminal conviction.

Contractor employees in SEPTA-related work must promptly inform Contractor of any convictions or arrests for any felony or misdemeanor of the criminal code in any State. If Contractor learns from any source that an employee of Contractor in SEPTA-related work has been arrested for crimes of violence or sexual assault, the contractor employee, if working as a driver, should be removed from that position where they would have contact with and be responsible for the well-being of vulnerable passengers.

If the Contractor determines that an arrest would negatively relate to the employee's suitability for SEPTA-related work, Contractor must immediately suspend or transfer the employee from performing SEPTA-related work. If the Contractor determines that the circumstances surrounding the employee's arrest do not negatively relate to the employee's suitability for SEPTA-related work, Contractor may assign the employee to SEPTA-related work. In all cases, Contractors must forward to SEPTA all information related to the employee's arrest.

If an employee is subsequently convicted, Contractor shall follow the guidelines regarding convictions set forth in Section 3-3. Staffing.

Contractor shall impose upon any SEPTA-approved Subcontractor the same minimum standards for drivers in SEPTA-related work as those set forth above.

3-14. Training Requirements

The training requirements listed here are minimums as they pertain to the SEPTA Contract. Each Contractor, as the employer, may require additional training for each position listed. The training identified may be altered by SEPTA during the term of the Contract. Notification shall be given to each Contractor thirty (30) days prior to the change.

Any Contractor staff member who will have contact with passengers shall be required, at a minimum, to attend the SEPTA training classes. Additionally, all management and operations personnel must attend the SEPTA training course before commencing work on the Project.

In addition, driver candidates must receive a minimum of 24 hours behind-the-wheel training with a qualified trainer before being authorized for SEPTA's services.

It is the responsibility of the Contractor to recruit and screen driving applicants to ensure that they have the minimum qualifications and abilities to successfully complete the SEPTA training program below. If an applicant is unable to complete the required training, the Contractor may be billed for the cost of the applicant's unsuccessful training. The costs of all training from contract start-up through contract completion shall be borne by the Contractor. Any training costs are to be identified in the appropriate line item on the price proposal form to be reimbursed as part of the cost per revenue hour.

The Contractor, with the assistance of SEPTA, shall be responsible for the provision of driver familiarization training of newly hired Contractor staff and drivers. This training will take place at SEPTA Headquarters 1234 Market Street, Philadelphia, and currently takes four (4) days and will cover the following topics:

- a. Passenger Sensitivity
- b. ADA Regulations
- c. SEPTA Policies and Procedures, to include but not be limited to:
 - i. Service Areas,
 - ii. Hours of Service,
 - iii. Fares,
 - iv. Inquiry Handling
- d. Passenger Assistance Training (PAT)
- e. Trip Scheduling Software trip coding
- f. Reporting Requirements (applicable by job responsibility)
- g. Passenger Relations
- h. Substance Abuse
- i. Trip Recording
- j. Map reading
- k. Mobile Android Tablet and Communication Operation

- l. Defensive Driving
- m. Sleep Apnea / Operator Fatigue Awareness & Prevention

Retraining

Drivers will be required to attend Contractor provided re-instruction programs or additional training as deemed necessary and appropriate by SEPTA and/or the Contractor. Upon receipt of notification from SEPTA, the Contractor shall administer training immediately for safety-related concerns before allowing the driver to return to perform in SEPTA's related services. Non-safety related training required shall be administered within five (5) days. The Contractor shall submit documentation to SEPTA to verify required training has been provided within thirty (30) days of notification from SEPTA of required training. It would be advised if said retraining documentation is not received in a timely manner it will result in the operator being deactivated from revenue service. Be advised that if said retraining documentation is not received in a timely manner, it will result in the operator being deactivated from revenue service.

At a minimum, each driver will receive a one (1) day refresher course annually from the Contractor.

The Contractor's Safety Risk Manager or supervisory designate (s) shall observe each driver for four (4) continuous hours in revenue-service every ninety (90) days; or more frequently as needed. The Contractor may choose the observation method(s): cushion ride, trailing driver tour in another vehicle, checking driver/vehicle at various locations, etc. The contractor is required to place a written description and verification of this event in each driver's personnel folder. In the event of a driver not performing adequately, the Contractor will retrain the driver. If a driver repeatedly fails to perform as required, the Contractor must take additional measures to remedy the driver's performance or remove the driver from service.

3-15. Administrative Requirements

Each driver shall be identified by the Contractor to SEPTA. A file of all the required information (i.e. new hire package) about the drivers shall be submitted to SEPTA. The file must also contain a standard release of information form, signed by the driver, authorizing Contractor to obtain the driver's motor vehicle record from every state (and authorizing Contractor to provide all information described in this paragraph to SEPTA). The folder must also contain an itemized checklist of all pre-hire and training requirements, indicating the dates each were completed, along with signatures of authorized officials certifying the accomplishment of the various requirements.

Each driver shall sign a Driver Release Information form (15.I), giving SEPTA and the Contractor the right to obtain and exchange information from government agencies and other organizations (including physicians and other medical/scientific personnel and laboratories in the instance of drug and alcohol testing). The information gathered with this release will relate to the ongoing verification of employee driver's record, drug free requirements compliance and criminal record compliance.

3-16. Driver Accountability

Paratransit service drivers are often the only people passengers encounter when they use Access Paratransit service. Even though they are the Contractor's employees, to the passenger, they are SEPTA representatives. Because of this, drivers must conduct themselves with professionalism, courtesy and kindness when providing services to our passengers. It is expected that drivers will be service ambassadors and will ensure that every passenger has a pleasant and successful experience riding SEPTA's Access Paratransit service. Because of these expectations, SEPTA requires that drivers maintain a high level of performance and that the Contractor takes necessary and appropriate measures to ensure quality performance.

Because of our high expectations regarding service quality, SEPTA reserve the right to have any driver removed from SEPTA's service on demand for any reason. This should not be interpreted to mean that SEPTA exercises any control over a contractor's decision to retain or discharge an employee. SEPTA is merely exercising its right to determine who may perform service for SEPTA.

In the event SEPTA believes that any driver is not performing adequately, SEPTA reserve the right to require retraining for any driver, at any time.

3-17. Personnel Management

Contractors will be required to maintain active, current, and complete personnel records of all staff (including drivers). These records must contain all manner of required and standard documentation relating to the management of employees, to include items such as:

- a. Hiring paperwork
- b. Records of physical examinations
- c. Verification of citizenship or immigrant status
- d. Discipline records
- e. Copies of professional certifications
- f. Documentation of training
- g. Documentation relating to all aspects of the federal requirements for drug and alcohol testing.
- h. Any other information relating to compliance with any and all other applicable city, state, and federal requirements.
- i. Motor vehicle checks and Criminal Record checks.

All personnel records shall remain the responsibility and the property of the Contractor but must be provided on demand for inspection by SEPTA. SEPTA will take measures to ensure the privacy of all personnel information being examined. SEPTA reserve the right to require pre-approval of completed driver files before a driver may be used in service.

3-18. Service Requirements

Under this Contract, SEPTA will perform the passenger certification and registration processes, trip reservations, trip scheduling, tour development and dispatching operations. The Contractor's responsibilities will center on providing well-trained professional drivers who arrive on time, know how to find their way around the assigned service territory and adjoining areas via GPS or map, drive in accordance with the PA Motor Vehicle Code, follow instructions, follow the rules of the service, and safely and courteously transport passengers. The Contractor will also be responsible for maintaining the mechanical integrity and cleanliness of the assigned fleet. The Sections below fully describe the Contractor's operational responsibilities in performing these tasks.

3-19. Honoring Trip Assignments-Requirement

- The evening prior to each service day, SEPTA will transmit vehicle schedules to the Contractor. These schedules will be developed based on the assumption that the number of assigned tours will be available as planned.
- The Contractor must perform all work assigned and shall reject no trip assignment for any reason.
- Contractors shall not trade trips with another SEPTA contractor.
- The levels of service may increase over the term of the contract. Based on our recent experiences, we are projecting that ridership will grow in a linear manner over the last four years of the term of this contract at a rate of about 1.5% per year.

3-20. Service Areas and Times of Service

Service under this Contract will be provided in the SEPTA ADA service area of Contractor (see service area map).

As previously discussed in Service Background, Section 2-4, SEPTA Access ADA Complementary Paratransit service area encompasses all of Philadelphia County and specified portions of Bucks, Chester, Delaware, and Montgomery Counties, some areas of which receive 6-day and others, 7-day service. SEPTA Access is not empowered to provide service to/from nor collect fares for trips outside service area boundaries. Such trips are ineligible, and Contractors will not be reimbursed for them.

SEPTA provide Paratransit service to any origin and destination within the service area of Philadelphia County and to selected destinations, generally corresponding to ¾ mile corridors around regular fixed bus routes, in the counties surrounding Philadelphia.

SEPTA ADA Paratransit service days and hours of operation, and service areas, in the four suburban counties shall reflect those of SEPTA's regular fixed-route bus service.

SEPTA provide a service at a reduced schedule (in response to reduced demand) on weekends and designated holidays. These holidays are:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day

4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Christmas Day

4. *Service Delivery Requirements*

4-1. Door-to-Door Service

The Contractor shall unequivocally provide door-to-door service for all registered riders. When providing door-to-door service, the Contractor is required to enter the lobbies or vestibules of buildings but is prohibited from entering residences.

4-2. Passenger Assistance

The Contractor is only required to provide assistance to passengers in wheelchairs up and/or down a maximum of one (1) curb.

The Contractor shall leave the vehicle each time a passenger boards and alights to provide assistance. The Contractor shall secure all wheelchairs and scooters and assist riders with fastening seat belts if they are unable to fasten seat belts by themselves. The Contractor shall always use proper Passenger Assistance Techniques (PAT). No vehicle shall be put in motion until all wheelchair securements and seat belts are in place.

Riders are not prohibited from sitting in their scooter chairs when the vehicle is in motion. However, the Contractor shall ask riders with scooters to transfer from their scooter unassisted to a seat before the Contractor moves the vehicle. If a passenger refuses to transfer, the driver must inform the dispatcher and then may proceed. The Contractor shall secure a wheelchair or scooter, even if not occupied.

Standees shall be allowed to ride the lift on lift-equipped vehicles. Whenever a standee rides a lift, the driver shall accompany the rider on the lift to ensure he/she does not slip or fall, unless a companion or personal care attendant is available to assist.

Contractors may request a wheelchair user who is capable of transferring with minimal assistance to transfer from his/her wheelchair to a seat for scheduling productivity purposes. If the rider refuses or cannot transfer to a seat, the Contractor is still required to provide Paratransit service to the wheelchair user.

Drivers shall be responsible for securing all mobility and assistive devices (e.g., wheelchairs, canes, walkers, respirators, oxygen tanks, etc.) provided that they measure at maximum wheelchairs 30" W x 48" L and weigh less than the maximum weight specified for the wheelchair lift (currently 800 lbs. fully loaded) outlined in the ADA regulations. SEPTA is not required to transport riders in mobility devices outside these parameters. Drivers must report such devices outside these parameters to SEPTA's Control Center prior to the passenger boarding the vehicle. Further instructions on how to safely handle the situation will be provided by the Control Center.

Drivers are required to carry up to two (2) bags or parcels with a combination weight up to fifty (50) pounds, including groceries, to and from the vehicle.

4-3. Cancellations and No-Shows

An early cancellation is defined as any cancellation made to the SEPTA Control Center by the patron at least two hours before the scheduled pick-up time. Riders are permitted to make early cancellations without penalty. A late cancellation is a trip scheduled but canceled by the patron less than two (2) hours before the scheduled pick-up time. All cancellations will be communicated to the Contractor. Patrons are penalized for late cancellations and No Show as per the Access No Show Late Cancellation Policy posted at website <https://www5.septa.org/travel/cct/cct-connect-policies>.

A rider no-show is any occurrence where the patron is not available to board for a scheduled ride upon vehicle arrival within the on-time window, up to 30 minutes after the patron's negotiated pickup time-or declines the trip when the driver arrives at the door. All no-shows must be reported to, and verified by, SEPTA Access Control Center; only SEPTA can designate a trip as a no-show.

4-4. Service Animals

Some patrons require the assistance of service animals (dogs, birds, other animals) for their independence. These animals serve people in wheelchairs as well as ambulatory riders with rare exceptions. Service animals are transported at no charge.

Under no circumstances may drivers refuse or delay service to riders due to patrons' use of service animals.

When boarding service animals that assist wheelchair users, drivers must use extreme caution in using the wheelchair lift.

Identification as a service animal is not required, but rider's use of a service animal must be registered with SEPTA in advance. Companion animals (pets) and therapy animals may ride Access vehicles only when confined in a carrier. More information can be found on our website: <https://www5.septa.org/about/policies/service-animal-policy/>.

Service animals must be leashed and/or harnessed and remain under the control of their master's at all times. Service animals shall be required to lie on the floor of the vehicle or the lap of the owner or rider. If a service animal cannot be controlled by its owner, the driver shall notify the SEPTA Control Center for instructions. If the animal is actively menacing passengers or other animals, the driver may order the rider and the animal out of the vehicle immediately but must then stand by while contacting the SEPTA's Control Center for instructions.

Service animals in training can ride Access vehicles under the conditions described above. More information about Service Animal Policy can be found at website: <https://www5.septa.org/about/policies/service-animal-policy/>.

4-5. Child Restraints

Children under 4 years of age must be buckled into a federally- approved child safety seat and transported in the rear seat only.

Child safety seats shall be secured in the back seat of sedans. No child under 4 years of age shall be transported in the front seat of a sedan.

Contractors are not required to provide child safety seats.

Contractors must refuse to transport any child under four (4) years of age when a safety seat is not provided by the patron/patron or party responsible. This information shall be reported to the Control Center, documented on an incident report form, and shall be considered a patron/patron no-show.

75 Pa.C.S. § § 102.3 General Criteria - Children under four (4) years of age shall be securely fastened in a safety seat belt system and a child passenger restraint system appropriate for their height and weight in accordance with the recommendations of the manufacturer. Children four (4) years of age but younger than eight (8) years of age shall be securely fastened in a safety seat belt system and an appropriately fitting child booster seat in accordance with the recommendations of the manufacturer.

Children four (4) years of age but younger than eight (8) years of age who weigh less than forty (40) pounds may, in lieu of use of a booster seat, be securely fastened in a child safety seat or other child passenger restraint system appropriate for their height and weight in accordance with the recommendations of the manufacturer. Contractors shall refuse to transport any child when a safety seat or other child passenger restraint system is not provided by the patron/patron or responsible party.

Children younger than eight (8) years of age who weigh more than eighty (80) pounds or who are of a height of four feet nine inches (4'9") or taller are exempt from the above requirement and may be fastened in the standard safety seat belt system provided on the vehicle.

4-6. Preferential Treatment

Under the ADA, favoring certain passengers, agencies or disability types is prohibited. Contractors, drivers, and staff must apply policies uniformly, provide appropriate assistance to all, and provide only the level of assistance SEPTA requires.

4-7. Privacy and Confidentiality

All passenger information is confidential and must be kept secure and private at all times. Discussion, sharing or sale of any passenger information by Contractors, drivers and staff is strictly prohibited.

4-8. Transfers to/from SEPTA Fixed Route Service

When an ADA-eligible rider [and companion(s)], Personal Care Attendant, etc.) is transferring between SEPTA Paratransit and SEPTA fixed-route service (not private cars, taxis, AMTRAK, NJT, etc.), the Paratransit portion of the trip shall be provided at no fare. The SEPTA Paratransit manifest shall indicate that no fare is to be collected. SEPTA shall remind the patron to verify the fixed route schedule and allow for transfer time. It is the rider's responsibility to obtain this information.

Inter-County Trips; Paratransit-to-Paratransit Transfers

When riders travel between Philadelphia and Suburban service areas, SEPTA may assign a Philadelphia Contractor to transport the rider in one direction and a Suburban Contractor to transport the rider in the other direction, to the requested destinations. However, such trips may also be handled as transfer trips, coordinated between Philadelphia and Suburban County Contractor(s) at agreed upon transfer point(s).

SEPTA may also elect to schedule suburban inter-county trips as transfer trips, coordinating these among Suburban County Contractor(s) at agreed upon transfer point(s).

When a Paratransit-to-Paratransit transfer is coordinated, the total fare for the trip will be calculated by SEPTA, to be collected by the Contractor completing the initial leg of the trip. When the patron (and companion(s), Personal Care Attendant, etc.) boards any subsequent Paratransit vehicle(s) for transfer, no additional fares will be required. The SEPTA Paratransit manifest(s) shall indicate that no additional fare is to be collected for subsequent leg(s) of the transfer(s).

4.9. Service Disruption

In extreme weather conditions, SEPTA may elect to operate restricted service. The Assistant Chief Operating Officer – SEPTA Access, or his/her designate, shall determine if conditions require a temporary restriction of service. No Contractor may limit scheduled service without prior SEPTA authorization. SEPTA shall provide the Contractor annually with a copy of SEPTA Access Emergency Weather Plan in the RFP. This document (15.G) details both SEPTA's and the Contractors' responsibilities.

4-10. General Requirements for Submissions by Contractors

The contractor shall submit to SEPTA's Access each report and document specified in the Billing Policy Manual (15.H). The contractor shall accept instructions from SEPTA concerning submissions and may request clarifications as needed.

As documented in the Access Billing Policy Manual (15.H), Contractor shall also submit other reports and documents from time to time as requested by SEPTA, Pennsylvania Department of Transportation and Federal Transit Administration. Such other submissions may be required by those agencies and shall not be an additional program cost.

Except as noted herein, each submission shall be made to:

Director of Service Operations
SEPTA – Access Division
1234 Market Street – 4th Floor
Philadelphia, PA 19107

Periodically, in order to fulfill requirements of the Federal Transit Administration and the Pennsylvania Department of Transportation, the Contractor shall be required to collect and report to SEPTA odometer readings and other service delivery information as specified in the record-keeping requirement.

4-11. Contractor Management Requirements

The contractor shall be responsible for the daily provision of service, and for staffing, equipment, facilities and reporting as necessary to provide safe, quality service, and to meet all requirements as identified in the Scope of Services and Agreement.

The Contractor shall provide SEPTA with a twenty-four (24)-hour emergency number and name of contact who can respond to emergency situations, as necessary.

The Contractor is required to proactively manage the provision of all required service in this RFP. That is, the Contractor will employ internal management systems, measures and controls that enable the Contractor's management team to identify problems in the early stages. Once problems and potential problems are identified, the Contractor will then make plans and take necessary measures to solve or prevent problems before they rise to the point of impacting or disrupting service.

4-12. Contractor Monitoring Requirements

The contractor shall monitor the service being provided. The purpose is to ensure compliance with the provisions of the Contract; to ensure safe, reliable, efficient, on-time and courteous service. Monitoring shall be accomplished through on-board observations, inspections, and use of street supervisors, passenger surveys or passenger interviews.

Contractor shall perform on-street monitoring of actual trips to include, but not be limited to:

- a. On-time performance
- b. Knowledge of service area and routing
- c. Driver assistance and professionalism
- d. Electronic manifest accuracy and completeness
- e. Mobile Android Tablet and radio usage
- f. Driver appearance
- g. Vehicle appearance
- h. Wheelchair lift condition and operation

- i. Wheelchair securement systems
- j. Safety equipment
- k. Driving habits
- l. Compliance with PADOT Motor Vehicle Regulations
- m. Passenger loading and securement
- n. Delivery and coordination of service to agencies and centers

The Contractor shall develop and implement a service-monitoring plan that ensures that at least ten (10%) of the Contractor's trips are randomly monitored each month. The Contractor shall document all findings and corrective action taken to address findings in an audit style format to be submitted to SEPTA's Manager, Contract Compliance no later than the first Wednesday following the close of each fiscal month.

The Contractor will also develop and implement a fleet monitoring plan that ensures at least five (5%) of assigned vehicles are randomly inspected and reviewed each month. The fleet-monitoring plan shall include, but not be limited to, a thorough inspection of all mechanical and electrical systems, vehicle body condition, exterior / interior cleanliness standards and timeliness of preventive, periodic and seasonal maintenance inspections performed for meeting or exceeding the prescribed vehicle maintenance program requirements. The Contractor shall document all findings and corrective action taken to address findings in an audit style format to be submitted to SEPTA's Manager, Contract Compliance no later than the first Wednesday following the close of each fiscal month.

4-13. Dress Code

The contractor shall ensure all drivers used in SEPTA service meet the dress code requirements. The contractor shall be responsible for the professional appearance of any member of staff that interacts with the riding public. Proper driver appearance is necessary for safety-related reasons, public acceptance, and consistency with other SEPTA operations. Uniforms are required, must be worn, and must be pre-approved by SEPTA. Uniform appearance guidelines are as follows:

Each driver shall wear serviceable dark colored work shoes, which have flat, non-skid soles. All high heels, sneakers, platform shoes, clogs or open sandals are prohibited.

Each driver shall wear clean, neat attire, free of holes or patches. Each driver shall wear a light blue or white shirt or blouse, a dark skirt or trousers plus a jacket and appropriate outer garments as required by weather or seasonal conditions. Shirts shall be tucked in, and pants shall be belted. In lieu of long pants, during the summer service short sleeve (white or light blue) shirts and uniform type (hemmed) shorts may be worn (Bermuda length just above the knee). No cut off shorts, T-shirts or tank tops shall be worn.

The contractor will supply drivers with a company logo to affix to their uniforms. No driver shall wear or display any insignia, patch, or emblem other than those supplied by the Contractor and approved by SEPTA.

At all times, each in-service driver shall carry a timepiece accurate to within one minute.

Use of a cell phone as a time keeping device is prohibited. Each driver shall verify the official time with the dispatcher at least once per day and shall do so before leaving the garage for start of service.

Each driver shall wear a photo identification badge, supplied by the Contractor, which includes Contractor name and driver's name. Badge shall be worn on driver's outermost garment, visible to riders.

4-14. Scheduling and On-Time Performance

Reservations are presently accepted up to three (3) days in advance and not less than one day ahead. Only passengers who are pre-certified can make a trip reservation. SEPTA will verify that the trip is an ADA eligible trip. The trips are entered and scheduled by the scheduling software. Rides for individuals are scheduled within one hour before or one hour after the pickup time required unless the requested time falls outside the hours of service.

A trip shall not be considered on time if the actual pick-up time is beyond ten (10)-minutes before or twenty (20)-minutes after the negotiated pick-up time. Reservation agents shall inform riders that they should be ready for their ride at least ten (10)-minutes before their negotiated pick-up time.

If a Contractor's on-time service standards and productivity fall below ninety (90) % SEPTA may opt to either terminate SEPTA's Contract with Contractor for cause or transfer ride(s) to another Contractor. If this occurs, the Contractor losing the work will not be entitled to any financial compensation for the loss of work.

4-15. Service Delivery Documentation

As the service is delivered, drivers will use the Mobile Android Tablet (MAT) as their primary means to record all passenger transactions. The Contractor is responsible for ensuring that drivers collect required data and that MAT's are properly maintained as required by SEPTA. The drivers may be required to collect information on the paper manifest as directed.

It is critical that the Mobile Android Tablet (MAT) is fully utilized to capture all required data points. The run start, route start, starting mileage, vehicle arrival at pick-up; rider boarding time at the pickup location; vehicle arrival time at the drop-off location, the time the rider leaves the vehicle, run stop, route stop and ending mileage are data points critical to the operation.

All drivers are required to provide the specific reason for any lateness outside the on-time window on the manifest and notify the dispatcher through the use of the Mobile Android Tablet (MAT) of the specific reason for such lateness.

4-16. Fleet Management

SEPTA shall provide vehicles for this service (see 15.J, Fleet Roster). Fleet assignments include sufficient extra vehicles to provide a fleet spare ratio of up to fifteen (15) %.

5. Vehicle Maintenance

5-1. Requirements

Contractor, as part of its operating costs, shall provide all fuel, lubricants, tires, repairs, cleaning, parts, supplies, labor, maintenance, major components and component rebuilding and replacement, with the necessary service facilities to provide the same, required for operation of all equipment pursuant to this Agreement. The contractor shall be fully responsible for the safe and efficient maintenance of all vehicles to be used to perform the work scope. Contractor's duty and responsibility to maintain all vehicles and equipment cannot be delegated to any other person, firm, or corporation, except with the prior written approval of SEPTA. Vehicle maintenance shall include preventive maintenance that must meet or exceed the manufacturers' maintenance requirements.

All parts and materials used for repairs shall meet or exceed manufacturers' original equipment.

All repair parts must be new or remanufactured to meet original manufacturers' specifications.

All fuels, lubricants and fluids shall meet or exceed the manufacturers' recommendations.

Only new tires may be used. All tires must meet or exceed manufacturer requirements.

Each vehicle shall be maintained in accordance with the manufacturer's recommended maintenance procedures, PA State Inspection standards and the vehicle inspection procedures referenced herein.

Body damage to a vehicle must be repaired promptly. This means that when body damage is discovered, steps must be taken to repair it immediately. If a repair cannot be made because of the availability of parts, this must be documented. Vehicles may not be deployed if they have clearly recognizable body damage of any kind. In this event, spare vehicles are to be used. It is the Contractor's responsibility to make appropriate arrangements to ensure that these standards are met.

Under no circumstances may a Contractor ever permit the scavenging of parts from one vehicle to repair another, for any reason, at any time.

SEPTA will provide the Contractor with access to internet-based vehicle maintenance software, AssetWorks Inc, M5 at no cost. A full and complete record of maintenance performed on each vehicle is required. The software shall contain information describing all maintenance activities, parts used, the date and time the work was performed and the name of the person who conducted the work. The file must also contain information regarding all warranty repairs. These vehicle records must be maintained by the Contractor and will be reviewed by SEPTA online.

Accurate record keeping is essential to ensure the integrity of vehicle maintenance programs. Because of this, SEPTA will consider any maintenance not documented properly in the AssetWorks Inc M5 software as not having been performed.

SEPTA will provide AssetWorks, Inc.'s M5 Fleet Focus Vehicle Maintenance software under a no-cost lease to support the SEPTA-owned vehicle maintenance effort. The Contractor will be required to input all vehicle maintenance activity with the corresponding Job Codes and odometer readings for every vehicle in their assigned fleet each day.

5-2. Vehicle Operability and Equipage

Vehicles, lifts, and ramps shall meet all federal, state, and local regulations and inspection requirements. State Inspection stickers and tags shall be displayed as required. Each lift shall be cycled daily prior to being used in service as part of the daily Pre-trip Inspection.

All vehicles shall be equipped with operable seat belts and/or wheelchair securements at all seating and wheelchair locations at all times.

All vehicles shall be equipped with a functioning horn, an American Red Cross or equal first aid kit, and a fully charged and certified fire extinguisher.

Vehicles shall be free of leaks, grime, oil, cracks, breaks, dents, and damaged paint when in service.

Air conditioning and heating in all vehicles shall be operational. In vans and mini-bus vehicles, front and rear units shall both be operational.

Each vehicle shall have on board at all times current vehicle registration and financial responsibility documentation.

5-3. Vehicle Cleanliness

The vehicle interior and exterior shall be cleaned, at a minimum, two (2) times per week.

If the operating environment leads to vehicles appearing to be dirty, they shall be cleaned more often than twice per week if necessary.

All vehicles must undergo major cleaning a minimum of every thirty (30) days.

Vehicle exteriors must be waxed once per quarter.

Vehicle upholstery must be cleaned annually or when soiled.

5-4. Fleet Turnover

SEPTA will work with the Contractor to develop a fleet turnover plan. Under this plan, the Contractor will receive any new vehicles (if applicable), as well-as vehicles currently in use by the existing Contractor. The plan will allow for supervised inspection of equipment that will permit the taking of photographs and video footage to document vehicle conditions. The Contractor will also be permitted full access to the fleet maintenance records.

During the fleet turnover inspection, SEPTA shall inspect and photograph any and all vehicles used in SEPTA service. The results of the pre-service inspection shall be forwarded to the Contractor and shall be permanently attached to each vehicle file. During this inspection, SEPTA will certify whether the new Contractor for SEPTA service may use a vehicle. Only vehicles that have been approved by SEPTA may be used in the provision of SEPTA service.

If major deficiencies of any kind are discovered, they will be documented and will become the responsibility of the outgoing Contractor. SEPTA may require either the outgoing or the incoming Contractor to make repairs. If the incoming Contractor is directed to make repairs, the incoming Contractor will be reimbursed for the reasonable cost of such repairs.

5-5. Inspections

All vehicles will be subject to scheduled and unscheduled inspections by SEPTA and must maintain a semi-annual state Inspection sticker (including sedans if a part of fleet). SEPTA must inspect and approve any and all vehicles prior to being used in SEPTA service.

SEPTA reserve the right to remove any vehicle from the Contractor's service if it does not meet the requirements of this Section. Removing any vehicle from the Contractor service in no way whatsoever relieves the Contractor from their responsibility to deliver assigned service. This means that Contractors must properly manage their fleet maintenance and repair programs to ensure that they have enough vehicles available to provide service. If Contractors do not manage their fleet adequately, they will be contractually and financially responsible for securing additional vehicles necessary to meet the requirements of this Contract.

5-6. Voice Communication System

All vehicles in SEPTA's service will have radios installed by SEPTA. SEPTA is responsible for the provision of voice communication maintenance for all SEPTA-owned voice communications.

SEPTA will have the capability to monitor Contractor drivers by voice communication during all hours of service.

No vehicle will be permitted into SEPTA service with a voice communications Mobile Android Tablet (MAT) that does not operate—or other apparatus should this change. The

Contractor is required to arrange for voice communications and MAT maintenance through the SEPTA Contract Compliance Department.

6. Facility and Equipment Requirements

6-1. Requirements

Contractors shall secure a facility to be used as a base of operations for this work. It is recommended that this facility shall be centrally located within the service area. The facility must be of sufficient size to permit comfortable and efficient housing of all operations. The configuration of the physical property of the facility shall be conducive to an efficient weekday morning launch and in no way impact the on-time performance of a vehicle's first trip. Contractors shall have high speed internet cabling present to facilitate SEPTA network connectivity.

The facility shall, at a minimum, provide the following:

- a. A drivers' break room that can be used for driver pre- and post-trip activity
- b. A dispatch office
- c. A Driver Training Room
- d. Administrative offices
- e. A maintenance area with sufficient indoor, heated and properly equipped service bays to allow for repair of all assigned vehicles and the conduct of PA State Inspections [if you propose maintenance to be subcontracted this is not a requirement]. The largest fleet vehicle size is two-hundred fifty (250) inches long, eighty-three (83) inches wide by ten (10) feet tall and fourteen-thousand, five-hundred (14,500) lbs. GVWR (Gross Vehicle Weight Rating).
- f. Secure fenced and lighted parking, with a paved or crushed stone (no shale) parking lot, for all assigned SEPTA vehicles.

The Contractor shall also provide the following equipment and service:

- a. One administrative phone line for general calls
- b. One SEPTA "direct line" for communication with SEPTA's Control Center
- c. At least one IBM PC computer or equivalent with Microsoft Office 2016 Standard for each RideCo license provided
- d. At least one company email account for each staff member designated key personnel
- e. A cellular telephone for the Project Manager, for which SEPTA will have the phone number

7. Computer Systems

7-1. Requirements

SEPTA will provide access to Demand Response Transit Software (DRTS) under a no-

cost lease trip and Trip Scheduling (TS) software under a no-cost lease. The Contractor will receive additional guidance and training with regard to the use of this software.

As previously discussed in Vehicle Maintenance, Section 5-1, SEPTA will provide AssetWorks, Inc.'s M5 Fleet Focus Vehicle Maintenance software under a no-cost lease to support the SEPTA-owned vehicle maintenance effort. The Contractor shall use the web-based software to update vehicle records in real-time for all repairs and preventive maintenance. The Contractor will be required to input vehicle odometer readings for every vehicle in their assigned fleet each day.

The Contractor must provide an IBM compatible computer workstation for each simultaneous trip scheduling software user at the Contractor facility. For this project SEPTA is projecting the need for a minimum of one such workstation.

7-2. SEPTA Hardware/Software Support

SEPTA shall provide assistance with installation and configuration of hardware and software as these relate to connectivity and the trip scheduling software program, maintenance software, Mobile Android Tablets, AVL, voice communication systems and fare validation readers for vehicles used for SEPTA Access service.

SEPTA shall provide technical support for any software problems relating to trip scheduling software, patron complaint software (Veritas) or and the vehicle maintenance software.

SEPTA shall provide routine maintenance for MAT, AVL and voice communication system components.

8. Complaints and Compliments

Because SEPTA places such a high premium on service safety and quality, patron feedback of all kinds is very important and must be used for continuous service improvement. For this reason, SEPTA will be the single point of contact for patron feedback and will relay this feedback to the Contractor via Veritas software.

Compliments received by SEPTA will be noted by SEPTA staff and will be forwarded to the Contractor via Veritas tickets. It is recommended that the Contractor establish some type of high-profile employee recognition program to note and reinforce excellent patron service.

As a component of a recognition program, SEPTA would be open to proposals for driver or employee incentives that focus on patron service.

Complaints will be received by SEPTA, documented in the Veritas software, and transmitted to the Contractor for investigation and response within 24 hours of receipt.

Each Contractor shall designate a person to receive, review and log complaints (if necessary); and to ensure that all complaints received from SEPTA are investigated and responded to, with a report provided to SEPTA, within five (5) business days. Each Contractor shall use a SEPTA-specified format and database for documenting responses

and resolutions. All responses must include the patron's name and ID number, incident date, nature of the complaint, tour number, driver's name/number, action taken and response date.

If a patron calls the Contractor directly regarding a complaint or other service concern, the Contractor must immediately forward the call to SEPTA Access Patron Service Department for documentation and follow-up. Letters must also be forwarded to the SEPTA Access Patron Service Department.

All reports alleging drug or alcohol use received either by SEPTA or Contractor shall be reported to the Control Center Supervisor and faxed to the Chief Operations Officer - Access at (215) 580-7715 within fifteen (15) minutes of receipt and followed by a report documenting the complaint.

All reports alleging physical abuse received either by SEPTA or Contractor shall be reported to the Control Center Supervisor and to the Chief Operations Officer - Access within fifteen (15) minutes of receipt.

9. *Contractor Payment and Fares*

9-1. Requirements

The Project Manager shall submit monthly revenue hour invoices, that also include fueling escalation/de-escalation information to SEPTA within five business days of the following fiscal month for service rendered during the previous month's reporting period.

A "month" shall be a period defined by SEPTA. (A copy of the official SEPTA Financial/Budget Calendar will be provided upon award.) Furthermore, a "week" is defined as a period of time commencing on Sunday and closing on Saturday. SEPTA shall endeavor to promptly process Contractors' invoices and will pay all invoices within 30 days of receipt of invoice. Supporting back up must be received by SEPTA prior to SEPTA conducting a review of the invoice. The contractor's reimbursement will be based on SEPTA-approved revenue hours, labor hours, agreed upon contract rates, and rules which have been documented and verified.

9-2. Discrepancies and Problems

In the event of a dispute between SEPTA and the Contractor over charges, SEPTA will withhold compensation for the sum equal to the full value of the disputed charges. Undisputed balances of such invoices (less liquidated damages) shall not be withheld. SEPTA shall make a determination and offer a resolution within 30 business days after documentation has been provided.

The Contractor will not be reimbursed for work that is incomplete or unsubstantiated. Any pattern or practice of such billings may result in termination of the Contractor's Contract and possible legal action.

9-3. Fares-General Information

The Contractor's operators are responsible for collecting and recording fares from all passengers on each vehicle (including collection of, and/or notation of use, upon any Trailpasses, tokens, cash, transfers, and SEPTA Key) determined in accordance with SEPTA service tariffs and schedules specified by SEPTA. Cash fares shall be kept by the Contractor as a progress payment. If the Contractor fails to collect any or all fares, the loss shall be the Contractor's and not SEPTA's. SEPTA shall deduct the sum of all the fares the Contractor should have collected from the Contractor's monthly payment/invoice.

SEPTA Tariffs establishes rates of fare for various classifications of passengers using SEPTA's ADA Complementary Paratransit and SRP service (see Item 15 A). The trip scheduling software will transmit the expected passenger fares to the Mobile Android Tablet (MAT) display screen.

9-4. Payment of Fare

Except as provided above, each fare-paying passenger shall pay the exact fare due. The amount of the fare due shall be listed on the Mobile Android Tablet (MAT) display screen.

Patrons will pay fares in accordance with the prevailing tariff. Drivers will not be required to make change. The contractor shall be notified of changes in fare rates and/or methods of payment.

Fare Collection

- The Contractor shall be responsible for the collection from passengers of all cash fares or other SEPTA Key fare instruments, except as identified above.
- SEPTA shall distribute to the Contractor bulletins and instructions concerning acceptable cash and prepaid fare instruments. The Contractor shall insure they are followed explicitly.
- No Contractor shall, in its own name or under its own authority, impose or collect any fare or charge of any kind on any SEPTA Access passenger or any agency or third party. Only those fares listed on the Mobile Android Tablet (MAT) display screen may be collected. Any driver who requests or collects an unauthorized fare shall be permanently barred from operating SEPTA Access service.

10. Submissions Required

The Contractor is responsible for supplying information to SEPTA for reporting internally as well as to state and federal agencies. A description of the standard reports and forms to be used for submission of reports is included in Attachment 15 and SEPTA Access Billing Policy Manual.

11. Performance

11-1. Introduction

One of the most important goals of this Contract is to foster a partnered relationship with the Contract operator in an effort to provide safe, reliable, and efficient service. Because of this, it is vital that SEPTA's Contractors perform at the required levels identified in this Contract. In this Section, SEPTA present requirements related to performance and

identifies remedies designed to compensate SEPTA if the Contractor fails to perform as required.

11-2. Monitoring

SEPTA will monitor the service delivered by the Contractor and related activities to assess Contractor performance. This monitoring will include direct observation, on-site visits, administrative audits and reviews and other efforts that will enable SEPTA to review and evaluate present and past performance. The items SEPTA will monitor will include all aspects of the service required by this Scope of Services.

11-3. Performance Monitoring

As part of the monitoring procedure, SEPTA will conduct random/periodic inspections and field audits of all service and vehicles as part of the overall quality assurance and control program.

SEPTA employ monitors, supervisors, and management personnel to oversee the operation of transportation service and vehicle conditions and to provide assistance to drivers and passengers. These supervisors shall oversee operations provided under this Contract for compliance with the terms of the Contract. Contractors shall be required to provide SEPTA with full access to observe service and equipment.

SEPTA will have staff for monitoring service and a Control Center where riders can contact SEPTA for same-day trip information. The Contractor shall have available a dedicated direct telephone line for SEPTA staff to communicate with operations management staff on matters relating to immediate service issues. The Contractor's management staff will respond to SEPTA inquiries in a timely fashion.

11-4. Performance Standards

To ensure provision of high-quality service, Contractors will be expected to satisfy high standards of performance. These standards are described in Section 16A. If a Contractor fails to maintain these standards, SEPTA may impose liquidated damages to rectify the problem.

11-5. On-time Performance

The Contractor shall maintain an on-time performance level of 90% monthly, (except during weather emergencies). In doing so it is imperative that drivers initiate their tours as per the time indicated on their manifest display on a daily basis. Any ride which has been delayed for any reason (except during weather emergencies) beyond the on-time window shall be considered outside of the acceptable range and shall be considered late.

12. Notification

Because SEPTA and our Contractors are a team, it is imperative to keep good lines of communication open. Essential in this effort is prompt notification of SEPTA by the Contractor for certain major events. The Contractor must notify SEPTA immediately if any of the following occur:

- a. No driver prior to start of the tour.

- b. Delays in service outside the on-time window as set forth in definitions
- c. Breakdowns
- d. Accident/incidents
- e. Driver removal from service
- f. Random drug test

SEPTA will work with the Contractor to remedy any service problems but, because quality service is paramount, SEPTA reserve the right to transfer a ride(s) to another Contractor(s) if a tour(s) is in excess of 20 minutes late including delay in departing garage. If this occurs, rides will be appropriately identified, and liquidated damages may be assessed to pay for the additional costs required to deliver the late trips.

13. Early Arrival

Drivers shall not attempt to make contact with the patron more than ten (10) minutes prior to the confirmed time identified on the driver's manifest display.

14. Safety

Contractor must maintain a safety record of less than four (4) chargeable accidents and incidents per one-hundred thousand (100,000) miles.

15. Adherence to Performance Standards

If the Contractor fails to perform as required by this RFP, SEPTA will notify the Contractor in writing. This notification will contain the details of the performance failure. If, after thirty (30) days, the Contractor does not fully remedy the problems, SEPTA reserve the right to remove some or all of the Contractor's assigned work without offering the Contractor any financial compensation for this loss. SEPTA may also take other corrective measures or order the Contractor to take corrective measures necessary to remedy the problems. These corrective remedies may include SEPTA hiring another firm to perform the service components that the Contractor has failed to perform. If other remedies are employed, the Contractor will be held financially responsible for all costs related to these remedies.

16. Liquidated Damages Procedures

- There may be occasions where the Contractor does not perform as required. If performance failures occur, the service is harmed in the eyes of the passengers. Also, performance failures often cost SEPTA additional money, as SEPTA must make an extra effort or employ other measures to fix these deficiencies. For these reasons, SEPTA has included a schedule of liquidated damages that may be applied. Liquidated damages are applied to compensate SEPTA for the real and/or potential costs of various service failures. These are employed to compensate SEPTA for the value of inadequately performed service and/or to recoup wasted financial resources so they can be used to take corrective actions.
- If a Contractor violates one of the requirements below, a liquidated damage may be assessed. If so, the Contractor will receive written notification of the liquidated damage

within thirty (30) days of assessment. The Contractor then has ten (10) days to provide written justification for the removal of a liquidated damage assessment. As determined at SEPTA's sole discretion, if no acceptable removal justification is received within ten (10) days, the assessed liquidated damage will automatically be applied to the Contractor's billing invoice.

- SEPTA's management staff, service supervision staff and other staff stationed in the SEPTA's Control Center shall be authorized to identify specific performance issues which may result in the assessment of liquidated damages to the Contractor.
- If liquidated damages are assessed, they will be deducted from the Contractor's invoice thirty days after they occurred. Safety-related infractions will be deducted from the invoice for the month in which they occur.

Assessment of Liquidated Damage(LDs)

LDs shall be assessed at the rate of **Fifty Dollars (\$50.00)** per incident as follows:

1. Vehicle body damage in excess of \$250 not repaired within 30 days of the incident;
2. Vehicle heating or air conditioning failure while in service (in season);
3. Failure by driver to wear a presentable, approved uniform or a SEPTA approved equivalent;
4. For each vehicle operating in SEPTA service without proper signage/decals;
5. Vehicle operating in SEPTA's service displaying unauthorized signage, postings or graphics of any kind not expressly approved by SEPTA;
6. Broken interior or exterior lights or signals when vehicle is in service (any time of day);
7. For each vehicle running out of fuel while in SEPTA's service;
8. For each wheelchair lift failure while in SEPTA's service;
9. Failure to properly store wheelchair securement belts/straps when vehicle is in service, and belt/straps are not required;
10. Failure of driver to display his/her ID badge or possess a valid driver's license on their person while in SEPTA service;

Liquidated damages shall be assessed at the rate of **Seventy-Five Dollars (\$75.00)** per occurrence for:

1. lateness in excess of twenty (20) minutes at any point in the schedule.

Liquidated damages shall be assessed at the rate of **One Hundred Dollars (\$100.00)** per occurrence for:

1. Insufficient personnel on duty to perform the required service;
2. Insufficient number of operating securement belts/straps on any vehicle while in SEPTA service;
3. Failure to notify SEPTA of any passenger accident or passenger injury within fifteen

(15) minutes of occurrence.

4. Failure to return a vehicle to service within 48 hours (major accidents excluded).
5. Incomplete, late submission of any required administrative report.

Liquidated damages shall be assessed at the rate of **One Hundred Fifty Dollars (\$150.00)** per occurrence for:

1. failure to provide a service recovery vehicle within 60 minutes in the event of an incident, accident, or breakdown.

Liquidated damages shall be assessed at the rate of **Two Hundred Fifty Dollars (\$250.00)** per occurrence for:

1. Vehicle not being properly maintained as defined by manufacturers' recommended standards and/or minimal Pennsylvania Inspection standards;
2. Failure to maintain an up-to-date vehicle maintenance history and mileage record;
3. Failure to perform preventive maintenance within 500 miles of the scheduled interval;
4. Use of any vehicle in SEPTA's revenue service that does not meet the minimum standards;
5. Use of an unauthorized vehicle to transport any SEPTA patrons; [06]
6. Use of any driver in SEPTA's revenue service who does not meet the minimum standards;
7. Any driver or vehicle record which is not up-to-date, or which is incomplete, i.e., lacking annual Motor Vehicle Record;
8. Willfully and knowingly failing to pick up a scheduled rider;
9. Insufficient number of vehicles to perform Contractual obligation (per vehicle per day);
10. Removal of parts from out-of-service vehicles to install on another vehicle because the parts are not immediately available;
11. Failure to perform testing required for the detection of drugs and alcohol required under Scope of Services;
12. Failure to properly secure any wheelchair or ambulatory patron while being transported in SEPTA service;
13. Failure to maintain any driver file with required documents as outlined in the Scope of Service (including, but not limited to; criminal background checks, motor vehicle checks, drug and alcohol testing results, driver complaints, training records, etc.).

In some cases, SEPTA has experienced an extraordinary failure by a Contractor to perform in certain circumstances. These instances have presented SEPTA with a very difficult and expensive management challenge to rescue the service. If this type of situation occurs, SEPTA may waive the application of itemized liquidated damages and may replace these with a single penalty addressing the entire situation. The cases in which this remedy may be applied are as follows:

A liquidated damage assessment of **One Thousand Dollars (\$1,000.00) per occurrence** for:

1. Unauthorized use of a SEPTA-Contracted vehicle;
2. Failure to submit FTA National Transit Database and Penn DOT Reports to SEPTA as required;
3. Each vehicle which has been out of service for 90 days or more (major accidents excluded)

A liquidated damages assessment of **Five Thousand Dollars (\$5,000.00) per occurrence** for:

1. For each vehicle that fails a random Inspection where major defects are found as defined in Scope of Services, liquidated damages shall be assessed. These out-of-service criteria are extracted from PADOT Vehicle Equipment Inspection and Regulation Requirements 175.80 Vehicle Inspection procedure, as they pertain to brakes, wheels, tires, chassis, steering and major safety defects on wheelchair lifts and securement devices.
2. For any violation of the US Dept. of Transportation or US Dept. of Justice ADA regulations (49 CFR Parts 27, 37 and 38).
3. For any pattern or practice of failure to comply with Contractual requirements for drug and alcohol testing as outlined in the Scope of Services.

17. Insurance

For Insurance requirements see the Indemnification and Insurance, Sections 23 and 24 of the Contract.

If applicable, Proposer will provide SEPTA with a detailed claims listing (loss run) from their insurance carrier. The claims listing will be for each policy period that Proposer is under Contract. The claims listing will include date the accident was reported; date of the accident, Claimant name, brief description of the accident, paid amounts, reserved amounts, and incurred amounts.

The company that issues the policy of insurance that the Agreement requires Contractor to carry and maintain as well as the form of the insurance, shall at all times be subject to SEPTA's approval. The insurance company must be licensed to do business in the Commonwealth, have a financial rating of at least A- as rated in the most recent edition of *Best Insurance Reports* and be in business for at least the past five years. The Commercial General Liability (CGL) and Automobile Liability policies shall name SEPTA and its designees (if any) as additional insured(s) on a primary and noncontributory basis, including for completed operations. All policies shall contain a provision or endorsement by which the insurer agrees that such policy shall not be canceled or not renewed without at least 30 days' advance notice to SEPTA. A waiver of subrogation shall be provided in favor of SEPTA and its designees (if any) on all policies.

At SEPTA's request, Contractor shall give to SEPTA's Contract Administrator a copy of each such policy, including the declaration page and a certificate thereof at least 15 days

before Contractor commences performance under the Agreement. An Event of Default occurs if Contractor fails to carry and maintain the insurance that the Agreement requires.

Cancellation notice requirements must reflect current industry availability (note that the contractor's insurer will have to issue a specific endorsement to provide Notice of Cancellation to SEPTA; however, this is necessary to provide SEPTA with the assurance that the coverage remains in place during the term of service).

18. Performance Bond

See Section 39 of the Contract.

19. Implementation

Within ten (10) days of SEPTA's issuance of Notice to Proceed, the selected Contractor shall submit a complete implementation plan addressing all critical tasks to be completed during implementation. SEPTA will work with Contractor to finalize and approve the implementation plan. The implementation plan must include the following critical tasks:

Facility: Operating Facility, including administrative and maintenance offices, which are to be equipped, completed, and inspected 5 weeks before the first day of service.

Personnel: The Contractor must comply with the staffing requirements and availability listed in this Scope of Services.

Vehicles: The implementation plan must comply with the Vehicle Turnover requirements included in this Scope of Services.

The Contractor will not receive a separate payment for the implementation costs. All associated costs incurred during implementation should be allocated throughout the life of the Contract.

20. Training Fleet

Within fourteen (14) days of SEPTA's issuance of Notice to Proceed, SEPTA will provide the selected Contractor with one (1) of each type of vehicle. Contractor shall insure said vehicles upon delivery. The vehicles and their installed equipment shall be used to train staff. It is the Contractor's responsibility to maintain these vehicles according to the maintenance requirements stipulated in Scope of Services and 15.E – Maintenance Requirements. Once the Contractor receives vehicles from SEPTA, these training vehicles will become part of the Contractor's regular operating fleet.

21. Initial Fleet

The Contractor will receive the initial fleet the day and night before the first day of service. Additional information regarding vehicle turnover is included in this Scope of Services.

22. Anti-Drug and Alcohol Program

22-1. Notice of Regulation

Contractor shall comply with 49 CFR Part 40, 655, as well as the Drug-Free Workplace Act of 1998 (41 U.S.C. 701-707). In addition, the Contractor must require all non-covered vehicle operators and other safety-sensitive employees to be tested under its own policy, in a program that mirrors the federal anti-drug and alcohol misuse-prevention regulations mentioned above.

22-2. Program Requirements

- Establish anti-drug and alcohol misuse-prevention policies - Within thirty days of receipt of award letter from SEPTA, Contractor shall furnish SEPTA with final copy of its anti-drug and alcohol misuse-prevention policies, drug and alcohol training and education program, and an implementation plan for these items. Such final copy shall include any and all modifications required by SEPTA as a condition of the award of the Contract. Failure to comply with this requirement may result in termination of the Contract. The Contractor's policies shall be stricter than the federal regulations.
- Disseminate these policies to employees - The Contractor shall disseminate its anti-drug and alcohol misuse-prevention policies to its employees upon receiving Notice to Proceed.
- Implement education and training program - The Contractor shall implement its drug and alcohol education and training programs upon receiving Notice to Proceed. Each supervisor shall receive at least sixty (60) minutes of initial training on the specific contemporaneous physical, behavioral, and performance indicators of probable drug use as required by the Federal Transit Administration (FTA) within thirty (30) days of appointment to the position of supervisor.
- Implement drug testing programs - The Contractor shall implement its drug and alcohol testing programs upon receiving Notice to Proceed.
- Implement an action for positive alcohol and/or drug results - The Contractor shall implement its action plan for positive alcohol and/or drug results upon receiving SEPTA's Notice to Proceed.
- Implement procedures for referral, evaluation, and treatment - The Contractor shall implement its procedures for referral, evaluation, and treatment upon receiving Notice to Proceed.

22-3. Additional Requirements

Drug and alcohol testing

Specimen collection - The Contractor is required to use the facilities at SEPTA's Medical Department for all drug and alcohol testing required under this Contract.

Laboratory service - Urine specimens of the Contractor's employees shall be tested by the certified laboratory currently used by SEPTA.

Sampling Rates - The Contractor shall perform random tests at the same rate as SEPTA. SEPTA's testing rates will be shared at the beginning of the year for that calendar year. The rate shall be adjusted to allow for a 50% tested rate.

Drug and Alcohol Test for Each Selection - An alcohol test shall be performed on each employee selected for a drug test for any reason, and vice versa.

MRO Service - The Contractor shall utilize SEPTA's Medical Review Officer(s) for all drug testing results required under this Contract.

SAP Service - The Contractor shall utilize SEPTA's Substance Abuse Professional(s) for all treatment referrals and return-to-work clearances required under this Contract.

22-4. Random Tests

Random Selection Process - The Contractor shall supply (in electronic form) its current list of covered employees each week to the SEPTA Information Technology Department for inclusion in SEPTA's random selection process. The Contractor and SEPTA's IT Department shall jointly develop a suitable methodology for data transmission. SEPTA will supply the Contractor's designated contact personnel with daily random selections.

Random Selection Rate - Rate of testing shall be equal to 50% of safety-sensitive employees subject to testing for drugs and alcohol.

Treatment - The Contractor shall identify treatment providers for its employees referred by the MRO and/or SAP upon receipt of Notice to Proceed.

Testing of Employees in Rehabilitation Programs - The Contractor shall require that employees referred to rehabilitation programs be tested for drugs and alcohol during treatment to ensure compliance with the rehabilitation program. Specimen collection for such testing is to be arranged by the treatment providers; drug specimens are to be sent to SEPTA's current certified laboratory for analysis (with reports going only to the treatment providers).

Cost of Additional Requirement - The costs of random selection, breath testing, urine testing, MRO service, and SAP service are outlined in the attached cost schedule and will be borne by the Contractor. SEPTA will debit Contractor invoices for the amount of any such service provided, with a summary of employees tested, dates and service rendered. SEPTA will not provide for treatment service.

23. Health Insurance Portability and Accountability Act (HIPAA)

Prospective proposers must certify that they are (or will be) fully compliant with all germane and mandated facets of the HIPAA privacy standard as applicable to Protected Health Information (PHI) and that PHI will be used solely to perform the services under the Contract, as of the effective date of entering into the Contract with SEPTA. "Certification" includes both a written statement of HIPAA compliance and, if requested, a copy of relevant corporate HIPAA policies and authorization documentation as well as implementation/operating procedures.

Prospective proposers must certify that, if awarded a contract to provide Paratransit services, they will secure all PHI, as defined by the Federal law known as “HIPAA” and protect its integrity so that such information is used solely to perform the services under this Agreement. Further, all electronic PHI will be maintained in accordance with the HIPAA Security Rule (“Security Rule” shall mean the security standards for the protection of electronic PHI at 45 CFR parts 160, 162 and 164, subparts A and C). In the event there is an unpermitted or unauthorized use or disclosure of any such PHI in the possession or control of the proposer, who becomes the Contractor, Contractor shall notify SEPTA, in writing via email or letter immediately upon discovery.”

In addition, the Contractor will execute a HIPAA Business Associate Agreement with SEPTA if requested. A Business Associate Agreement establishes a relationship with SEPTA that stipulates the nature of PHI that they may/will be exchanged between SEPTA and the contractor (if applicable) consistent with HIPAA regulations.

Any questions regarding HIPAA and its applicability to this contract may be addressed with SEPTA’s HIPAA Privacy Officer prior to submission of the technical and cost proposals. SEPTA’s Privacy Officer can be reached through the HIPAA Compliance Office at 215-580-7121.

24. Fuel Information for Fuel Taxes

In accordance with the Commonwealth of Pennsylvania’s requirements, the Contractor will be required to submit to SEPTA the items listed below relating to the fuel utilized in the performance of the contract within 30 calendar days of the close of each calendar year quarter:

- a. A legible copy of each fuel receipt (NO ORIGINALS).
- b. A letter from each fuel supplier listing in monthly summary the type of fuel, purchased gallons, total amount paid for the month, and stating whether or not PA Liquid Fuels Tax was included in the amount paid and the letter must have an original signature from the fuel supplier.
- c. A summary report (15. K) is to be submitted with each quarter’s copy of the fuel receipts.
- d. A detailed report in Excel format by calendar month, showing each fuel purchase transaction to include columns for all transaction details including but not limited to:
 - a. Vehicle identification number
 - b. Driver name
 - c. Date & Time
 - d. Purchase Location, City/State
 - e. number of gallons of fuel purchased
 - f. type of fuel purchased(ie regular)
 - g. price per gallon
 - h. amount of PA Liquid Fuels Tax incurred per gallon

- i. total price (number of gallons multiplied by Price per gallon)
 - j. Name of retailer or seller of fuel
- e. The items listed above are to be sent to:

SEPTA

Procurement & Supply Chain Management Dept.

ATTN: Paul Stavros

1234 Market Street, 11th Floor

Philadelphia, PA 19107

pStavros@septa.org

SEPTA will make an assessment of our tax loss against the Contractor's invoices if the required items listed above (a. through d.) are not provided within the period specified above.

24-A. Fuel Escalation/De-escalation Provision

A Party will owe to the other Party for the escalation or de-escalation of the price of gasoline in the event that a 15% increase or decrease in the price of gasoline based upon the index price for such fuel as evaluated every Calendar Year (CY) quarter.

The index price for gasoline will be based upon the weekly retail prices per gallon, including all taxes, as published on the Energy Information Administration website (<https://www.eia.gov/petroleum/gasdiesel/>). The Parties will use for gasoline the weekly prices as reported for Central Atlantic (PADD 1B) for Regular Reformulated Retail Gasoline Prices.

The "baseline" price for fuel to be utilized for the duration of the contract period will be the most current price from the above-referenced index for the week during which the contractor submitted its Best and Final Offer (BAFO) Price Proposal for these contracted services.

If the price of fuel, as indicated by the previously specified index, should escalate/de-escalate by fifteen percent (15%) or more during one of the FY quarterly evaluation periods, the differential (average) percentage will be computed. The excess percentage over fifteen percent (15%) will be multiplied by the proportionate % amount of fuel cost contained within the total cost breakdown that forms the basis for the contractor's best and final offer of a revenue rate per hour. The products of that calculation will be reimbursed to the contractor or SEPTA (depending on escalation or de-escalation) based on the number of revenue hours performed for that particular FY quarter period. Charges and/or credits for fuel escalation/de-escalation shall be included by the contractor as a separate line item in the monthly invoice for reconciliation and processing. Any reimbursement is contingent upon the Contractor's returning fuel receipts to SEPTA within 30 days of the close of each quarter.

Example:

Baseline Price	\$1.86 per gallon
Average price (based on the index) for the first ninety (90) day evaluation period	\$2.47 (33% escalation)
Rate per revenue hour (includes fuel cost per hour)	\$40.00
Rate per revenue hour \$40.00 x 5% (Proportionate amount of fuel to total cost in contractor's proposal)	\$2.00
\$2.00 x 18%	\$0.36 per revenue hour

In the example cited above \$0.36 per revenue hour would be reimbursed to the contractor for the number of revenue hours performed during the previous Fiscal Year (FY) quarter period.

Updated information is published each Monday at 4:00 PM Eastern Standard Time and may be obtained via telephone by calling 202-586-6966 or website www.eia.gov on the Internet.

Fuel Economy – For your information and use, the chart below shows the typical fuel economy by model type achieved for properly operated and maintained vehicles. This information is based on reliable data retrieved for the period January through June 2024:

MODEL YEAR	MAKE	VEHICLE TYPE	ENGINE/ FUEL TYPE	MPG - (CITY)	MPG - (SUBURBAN)
2013-17	Ford	Lift	5.4L Gasoline	6.9	8.6
2018	Ford	Lift	6.2L Gasoline	6.8	8.5
2021	Ford	Lift	7.3L Gasoline	6.8	8.1
2024	Ford	Lift	7.3L Gasoline	7.5	9.2
2016	Ford	Passenger Van	6.8L Gasoline	6.7	8.4
2021	Ford	Passenger Van	7.3L Gasoline	6.8	8.1
2016	Ford	Hi Cap	5.4L Gasoline	5.4	6.0
2017	Ford	Hi Cap	6.8L Gasoline	5.4	6.0

25. DRUG AND ALCOHOL PRICING*

Paratransit Billing Prices	7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029
	to	to	to	to	to
	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030
Collection and Drug Screen	\$68.00	\$69.00	\$70.00	\$71.00	\$72.00
Drug Confirmation (opiates, PCP, amphetamines, marijuana, cocaine)	\$58.00	\$59.00	\$60.00	\$61.00	\$62.00
Drug Confirmation (methamphetamines)	\$167.00	\$167.00	\$167.00	\$167.00	\$167.00
Drug Confirmation (propoxyphene)	\$167.00	\$167.00	\$167.00	\$167.00	\$167.00
Drug Confirmation (opioids)	\$167.00	\$167.00	\$167.00	\$167.00	\$167.00
Alcohol Collection and Test	\$48.00	\$49.00	\$50.00	\$51.00	\$52.00
MRO Services (per positive case)	\$78.00	\$79.00	\$80.00	\$81.00	\$82.00
MRO Services (per negative case)	\$38.00	\$39.00	\$40.00	\$41.00	\$42.00
Statistician (per employee per year)	\$28.00	\$29.00	\$30.00	\$31.00	\$32.00
Re-analysis (If Requested)	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00

*Pricing is subject to change due to changes in FTA regulations and/or lab contract pricing. Statistician fee is only for random selections. (Statisticians make selections for random drug test as part of the D&A testing protocol. The contractors are required to pay the statistician because they manage the random testing selections each week, they keep track of all their drug testing records and can provide reports when requested.)

Note: Clients can seek reimbursements from the donor for a re-analysis fee.

Designated Employer Representative (DER)

1. The DER is responsible for compliance with all matters concerning regulations, policy, and procedures regarding drug and alcohol testing and knowledge of 49 CFR Part 40.
2. The contractor must provide Primary and Alternate DER names and all other pertinent methods of contact to SEPTA upon award of contract.
3. DER training will be provided by SEPTA every two (2) years in accordance with DOT regulations. A new representative requires eight (8) hours of training, and an existing representative requires four (4) hours of training.
4. The contractor assigned to DER must always be available (24/7-365) for contact by SEPTA Medical Department if needed.
5. Contractor is subject to DOT audits and must follow 49 CFR Part 40 Record Keeping Procedures.

Contract 1

15.J. Fleet Roster - Ph3

5/7/2025

	Unit	Year	Make/Model	Dimensions	Amb. Seats	WC Pos.	Odometer 5/6/2025	Odometer 5/6/2026	Annual Miles	Fuel	Estimated Replacement Yr
1	6258	2016	CEO/Metrolite	20X80-AMB	12	0	126,359	146,359	20,000	Gas	FY 2025
2	6255	2016	CEO/Metrolite	20X80-AMB	12	0	110,542	130,542	20,000	Gas	FY 2025
3	6259	2017	CEO/Metrolite	20X80-AMB	12	0	92,755	110,255	17,500	Gas	FY 2025
4	6262	2017	CEO/Metrolite	20X80-AMB	12	0	84,756	102,256	17,500	Gas	FY 2025
5	6265	2017	CEO/Metrolite	20X80-AMB	12	0	76,078	93,578	17,500	Gas	FY 2025
6	6281	2017	CEO/Metrolite	20X80-AMB	12	0	97,334	114,834	17,500	Gas	FY 2025
7	6282	2017	CEO/Metrolite	20X80-AMB	12	0	96,824	114,324	17,500	Gas	FY 2025
8	6286	2017	CEO/Metrolite	20X80-AMB	12	0	127,213	144,713	17,500	Gas	FY 2025
9	6294	2017	CEO/Metro lite	20X80-AMB	12	0	99,684	117,184	17,500	Gas	FY 2025
10	6300	2018	CEO/Metrolite	20X80-AMB	12	0	99,967	117,367	17,400	Gas	FY 2026
11	6311	2018	CEO/Metrolite	20X80-AMB	12	0	108,590	125,990	17,400	Gas	FY 2026
12	6312	2018	CEO/Metro lite	20X80-AMB	12	0	86,448	103,848	17,400	Gas	FY 2026
13	6313	2018	CEO/Metrolite	20X80-AMB	12	0	129,968	147,368	17,400	Gas	FY 2026
14	6314	2018	CEO/Metrolite	20X80-AMB	12	0	145,427	162,827	17,400	Gas	FY 2026
15	6327	2018	CEO/Metrolite	20X80-AMB	12	0	125,554	142,954	17,400	Gas	FY 2026
16	6329	2018	CEO/Metrolite	20X80-AMB	12	0	119,436	136,836	17,400	Gas	FY 2026
17	6334	2019	CEO/Metrolite	20X80-AMB	12	0	98,003	116,403	18,400	Gas	FY 2027
18	6337	2019	CEO/Metrolite	20X80-AMB	12	0	93,302	111,702	18,400	Gas	FY 2027
19	6339	2019	CEO/Metrolite	20X80-AMB	12	0	85,395	103,795	18,400	Gas	FY 2027
20	6343	2019	CEO/Metrolite	20X80-AMB	12	0	99,488	117,888	18,400	Gas	FY 2027
21	6349	2019	CEO/Metrolite	20X80-AMB	12	0	44,596	62,996	18,400	Gas	FY 2027
22	6352	2019	CEO/Metrolite	20X80-AMB	12	0	75,101	93,501	18,400	Gas	FY 2027
23	6353	2019	CEO/Metrolite	20X80-AMB	12	0	79,482	97,882	18,400	Gas	FY 2027
24	6357	2019	CEO/Metrolite	20X80-AMB	12	0	73,530	91,930	18,400	Gas	FY 2027
25	6361	2019	CEO/Metrolite	20X80-AMB	12	0	85,343	103,743	18,400	Gas	FY 2027
26	6363	2019	CEO/Metrolite	20X80-AMB	12	0	58,385	76,785	18,400	Gas	FY 2027
27	6003	2021	CEO/Metrolite	20X80-AMB	12	0	93,987	117,887	23,900	Gas	FY 2028
28	6382	2021	CEO/Metrolite	20X80-AMB	12	0	95,793	119,693	23,900	Gas	FY 2028
29	6387	2021	CEO/Metrolite	20X80-AMB	12	0	86,746	110,646	23,900	Gas	FY 2028
30	6388	2021	CEO/Metrolite	20X80-AMB	12	0	109,357	133,257	23,900	Gas	FY 2028
31	6389	2021	CEO/Metrolite	20X80-AMB	12	0	131,442	155,342	23,900	Gas	FY 2028
1	6595	2017	CEO/Phoenix	22X84-WCL	4	3	172,451	189,151	16,700	Gas	FY 2025
2	6596	2017	CEO/Phoenix	22X84-WCL	4	3	169,322	186,022	16,700	Gas	FY 2025
3	6603	2017	CEO/Phoenix	22X84-WCL	4	3	173,365	190,065	16,700	Gas	FY 2025
4	6634	2018	CEO/Phoenix	22X84-WCL	4	3	181,543	203,643	22,100	Gas	FY 2025
5	6644	2018	CEO/Phoenix	22X84-WCL	4	3	153,237	175,337	22,100	Gas	FY 2025
6	6645	2018	CEO/Phoenix	22X84-WCL	4	3	143,731	165,831	22,100	Gas	FY 2025
7	6653	2018	CEO/Phoenix	22X84-WCL	4	3	159,979	182,079	22,100	Gas	FY 2025
8	6682	2019	CEO/Phoenix	22X84-WCL	4	3	101,497	121,897	20,400	Gas	FY 2026
9	6683	2019	CEO/Phoenix	22X84-WCL	4	3	138,647	159,047	20,400	Gas	FY 2026
10	6686	2019	CEO/Phoenix	22X84-WCL	4	3	143,190	163,590	20,400	Gas	FY 2026
11	6687	2019	CEO/Phoenix	22X84-WCL	4	3	130,498	150,898	20,400	Gas	FY 2026
12	6418	2024	CEO/Phoenix	22X84-WCL	4	3	30,866	56,866	26,000	Gas	FY 2029
13	6428	2024	CEO/Phoenix	22X84-WCL	4	3	35,843	61,843	26,000	Gas	FY 2029
14	6430	2024	CEO/Phoenix	22X84-WCL	4	3	39,908	65,908	26,000	Gas	FY 2029
15	6433	2024	CEO/Phoenix	22X84-WCL	4	3	35,084	61,084	26,000	Gas	FY 2029
16	6434	2024	CEO/Phoenix	22X84-WCL	4	3	35,871	61,871	26,000	Gas	FY 2029
17	6435	2024	CEO/Phoenix	22X84-WCL	4	3	40,564	66,564	26,000	Gas	FY 2029
18	6444	2024	CEO/Phoenix	22X84-WCL	4	3	38,735	64,735	26,000	Gas	FY 2029
19	6449	2024	CEO/Phoenix	22X84-WCL	4	3	27,724	53,724	26,000	Gas	FY 2029
20	6457	2024	CEO/Phoenix	22X84-WCL	4	3	29,681	55,681	26,000	Gas	FY 2029
21	6458	2024	CEO/Phoenix	22X84-WCL	4	3	36,879	62,879	26,000	Gas	FY 2029
22	6462	2024	CEO/Phoenix	22X84-WCL	4	3	29,359	55,359	26,000	Gas	FY 2029
23	6465	2024	CEO/Phoenix	22X84-WCL	4	3	32,395	58,395	26,000	Gas	FY 2029
24	6468	2024	CEO/Phoenix	22X84-WCL	4	3	38,187	64,187	26,000	Gas	FY 2029
									Total:	1,145,900	

Contract 2

15.J. Fleet Roster - Ph7

5/7/2025

	Unit	Year	Make/Model	Dimensions	Amb. Seats	WC Pos.	Odometer 5/6/20255	Odometer 5/6/2026	Annual Miles	Fuel	Estimated Replacement Yr
1	D6266	2017	CEO/Metrolite	20X80-AMB	12	0	92,819	109,119	16,300	Gas	FY 2025
2	D6267	2017	CEO/Metrolite	20X80-AMB	12	0	82,476	98,776	16,300	Gas	FY 2025
3	D6270	2017	CEQ/Metrolite	20X80-AMB	12	0	83,790	100,090	16,300	Gas	FY 2025
4	D6276	2017	CEO/Metrolite	20X80-AMB	12	0	105,898	122,198	16,300	Gas	FY 2025
5	D6277	2017	CEQ/Metrolite	20X80-AMB	12	0	98,813	115,113	16,300	Gas	FY 2025
6	D6280	2017	CEO/Metrolite	20X80-AMB	12	0	104,741	121,041	16,300	Gas	FY 2025
7	D6292	2017	CEO/Metrolite	20X80-AMB	12	0	106,348	122,648	16,300	Gas	FY 2025
8	D6299	2018	CEO/Metrolite	20X80-AMB	12	0	92,755	111,755	19,000	Gas	FY 2026
9	D6305	2018	CEO/Metrolite	20X80-AMB	12	0	89,803	108,803	19,000	Gas	FY 2026
10	D6306	2018	CEO/Metrolite	20X80-AMB	12	0	105,087	124,087	19,000	Gas	FY 2026
11	D6309	2018	CEQ/Metrolite	20X80-AMB	12	0	112,444	131,444	19,000	Gas	FY 2026
12	D6310	2018	CEO/Metrolite	20X80-AMB	12	0	112,065	131,065	19,000	Gas	FY 2026
13	D6316	2018	CEO/Metrolite	20X80-AMB	12	0	113,556	132,556	19,000	Gas	FY 2026
14	D6326	2018	CEO/Metrolite	20X80-AMB	12	0	142,611	161,611	19,000	Gas	FY 2026
15	D6335	2019	CEQ/Metrolite	20X80-AMB	12	0	83,194	100,894	17,700	Gas	FY 2027
16	D6336	2019	CEO/Metrolite	20X80-AMB	12	0	102,424	120,124	17,700	Gas	FY 2027
17	D6340	2019	CEO/Metrolite	20X80-AMB	12	0	83,281	100,981	17,700	Gas	FY 2027
18	D6344	2019	CEO/Metrolite	20X80-AMB	12	0	97,260	114,960	17,700	Gas	FY 2027
19	D6347	2019	CEO/Metrolite	20X80-AMB	12	0	113,486	131,186	17,700	Gas	FY 2027
20	D6351	2019	CEO/Metrolite	20X80-AMB	12	0	91,291	108,991	17,700	Gas	FY 2027
21	D6354	2019	CEO/Metrolite	20X80-AMB	12	0	72,948	90,648	17,700	Gas	FY 2027
22	D6355	2019	CEO/Metrolite	20X80-AMB	12	0	74,705	92,405	17,700	Gas	FY 2027
23	D6356	2019	CEO/Metrolite	20X80-AMB	12	0	77,041	94,741	17,700	Gas	FY 2027
24	D6362	2019	CEO/Metrolite	20X80-AMB	12	0	87,666	105,366	17,700	Gas	FY 2027
25	D6011	2021	CEQ/Metrolite	20X80-AMB	12	0	52,151	77,651	25,500	Gas	FY 2028
26	D6383	2021	CEO/Metrolite	20X80-AMB	12	0	116,044	141,544	25,500	Gas	FY 2028
27	D6384	2021	CEO/Metrolite	20X80-AMB	12	0	92,126	117,626	25,500	Gas	FY 2028
28	D6385	2021	CEO/Metrolite	20X80-AMB	12	0	133,661	159,161	25,500	Gas	FY 2028
29	D6386	2021	CEQ/Metrolite	20X80-AMB	12	0	108,373	133,873	25,500	Gas	FY 2028
30	D6396	2021	CEO/Metrolite	20X80-AMB	12	0	91,567	117,067	25,500	Gas	FY 2028
31	D6398	2021	CEQ/Metrolite	20X80-AMB	12	0	91,717	117,217	25,500	Gas	FY 2028
1	D6594	2017	CEO/Phoenix	22X84-WCL	4	3	201,209	217,209	16,000	Gas	FY 2025
2	D6604	2017	CEO/Phoenix	22X84-WCL	4	3	171,659	187,659	16,000	Gas	FY 2025
3	D6643	2018	CEO/Phoenix	22X84-WCL	4	3	132,053	152,153	20,100	Gas	FY 2026
4	D6647	2018	CEO/Phoenix	22X84-WCL	4	3	141,321	161,421	20,100	Gas	FY 2026
5	D6651	2018	CEO/Phoenix	22X84-WCL	4	3	152,467	174,767	22,300	Gas	FY 2026
6	D6681	2019	CEO/Phoenix	22X84-WCL	4	3	185,498	204,498	19,000	Gas	FY 2027
7	D6684	2019	CEO/Phoenix	22X84-WCL	4	3	139,492	158,492	19,000	Gas	FY 2027
8	D6685	2019	CEO/Phoenix	22X84-WCL	4	3	109,803	128,803	19,000	Gas	FY 2027
9	D6413	2021	CEO/Phoenix	22X84-WCL	4	3	123,324	144,524	21,200	Gas	FY 2028
10	D6414	2021	CEO/Phoenix	22X84-WCL	4	3	167,413	188,613	21,200	Gas	FY 2028
11	D6426	2024	CEO/Phoenix	22X84-WCL	4	3	35,267	61,467	26,200	Gas	FY 2029
12	D6437	2024	CEO/Phoenix	22X84-WCL	4	3	36,457	62,657	26,200	Gas	FY 2029
13	D6438	2024	CEO/Phoenix	22X84-WCL	4	3	36,515	62,715	26,200	Gas	FY 2029
14	D6446	2024	CEO/Phoenix	22X84-WCL	4	3	31,523	57,723	26,200	Gas	FY 2029
15	D6447	2024	CEO/Phoenix	22X84-WCL	4	3	22,711	48,911	26,200	Gas	FY 2029
16	D6451	2024	CEO/Phoenix	22X84-WCL	4	3	32,729	58,929	26,200	Gas	FY 2029
17	D6453	2024	CEO/Phoenix	22X84-WCL	4	3	36,298	62,498	26,200	Gas	FY 2029
18	D6454	2024	CEO/Phoenix	22X84-WCL	4	3	21,309	47,509	26,200	Gas	FY 2029
19	D6455	2024	CEO/Phoenix	22X84-WCL	4	3	36,864	63,064	26,200	Gas	FY 2029
20	D6459	2024	CEO/Phoenix	22X84-WCL	4	3	26,484	52,684	26,200	Gas	FY 2029
21	D6461	2024	CEO/Phoenix	22X84-WCL	4	3	29,715	55,915	26,200	Gas	FY 2029
22	D6463	2024	CEO/Phoenix	22X84-WCL	4	3	35,859	62,059	26,200	Gas	FY 2029
23	D6466	2024	CEO/Phoenix	22X84-WCL	4	3	33,713	59,913	26,200	Gas	FY 2029
24	D6470	2024	CEO/Phoenix	22X84-WCL	4	3	10,669	36,869	26,200	Gas	FY 2029
									Total:	1,163,300	