

Request for Proposals
RFP S20114

ADA Paratransit Eligibility Certification Programs

Date: August 19, 2020
Lida Delos Santos, Contracts Administrator

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INTRODUCTION: The Santa Clara Valley Transportation Authority (“VTA”) is the result of a 1995 merger between two previously separate entities: the Santa Clara County Transit District and the Congestion Management Agency for Santa Clara County. VTA is an independent special district responsible for bus and light rail operations, congestion management, specific highway improvement projects, and countywide transportation planning. As such, VTA is both an accessible transit provider and multi-modal transportation planning organization involved with transit, highways, roadways, bikeways, and pedestrian facilities. Working under the direction of a 12-member Board of Directors (“Board”), VTA’s annual operating budget is approximately \$400 million, and its currently approved capital program is approximately \$1 billion. VTA’s bus fleet of 505 buses serves a 346 square mile urbanized service area and operates approximately 18 million miles annually. The 42.2-mile light rail system is served by 99 rail cars and 5 historic trolley cars and operates approximately 2.2 million miles annually. VTA employs approximately 2,050 people, of whom approximately 650 are administrative, clerical, and professional positions and 1,400 are operators and maintenance positions. There are four operating/maintenance facilities located within Santa Clara County. The administrative headquarters is located separately from these four facilities.

For more information about VTA, log on to www.VTA.org.

ABOUT RFP S20114: VTA seeks proposals (each, a “Proposal”) from interested and qualified firms (each, a “Proposer”) to perform the function of Eligibility Certification as part of VTA’s Paratransit Eligibility Certification Program. Scope of Services is delineated in Section VIII of this RFP services (“Services”).

NOTICE TO PROPOSERS OF LIMITATION OF FUTURE CONTRACTING: The Proposer(s) selected under this Request for Proposals (“RFP”) will be precluded from submitting proposals or bids as a prime contractor or subcontractor for any future procurement with VTA if the specifications, requirements, scope of services and/or for such work were developed or influenced by the work performed under the contract resulting from this RFP. Further, if a contractor or subcontractor obtains or has access to nonpublic information related to a future solicitation through work performed under this RFP, that contractor or subcontractor may be barred from submitting proposals as a prime contractor or subcontractor on that future solicitation.

NOTICE TO PROPOSERS OF REQUIREMENT TO AVOID CONFLICTS OF INTERESTS: Contractors and subcontractors performing work resulting from this RFP are required to avoid conflicts of interest resulting from services provided to VTA through other engagements. In particular, contractors and subcontractors providing services under any engagements that developed or influenced the requirements, scope of services, or criteria for this RFP are ineligible to participate in the work resulting from this RFP. Contractors and subcontractors providing services under such engagements that involve the supervision, oversight, review, critique, or acceptance of work products under this RFP are also ineligible to participate in the work resulting from this RFP.



Similarly, contractors and subcontractors who have or who have had access to nonpublic information related to this RFP may have a conflict of interest and should refrain from participating in the work resulting from this RFP.

Contractors and subcontractors proposing to provide services under this RFP remain responsible for avoiding conflicts of interest and must review their existing VTA engagements with their prospective teaming partners before submitting a Proposal under this RFP to assure that conflicts of interest are avoided. Contractors and subcontractors performing work resulting from this RFP must continue to monitor for and avoid conflicts of interest at all times.

In addition to contractors' and subcontractors' obligations to avoid conflicts of interest, VTA also monitors for potential conflicts. VTA reviews all potential conflicts, whether actual or apparent, on a case-by-case basis. VTA reserves the right to determine whether an actual conflict exists in its sole discretion and to determine whether a potential conflict of interest exists in its reasonable discretion. Nothing in this RFP is intended to operate as a waiver of either actual or apparent conflicts.



I. INSTRUCTIONS TO PROPOSERS

A. PROCUREMENT SCHEDULE: VTA’s procurement schedule dates are listed in Table 1 below. All dates set forth in this RFP are subject to change at VTA’s sole discretion and will be provided to Proposers as an addendum. All references in this RFP to “time” are Pacific Time.

Table 1

ACTIVITY	DATE/TIME
Issue RFP	August 19, 2020
Pre-Proposal Conference	September 8, 2020 at 10:00 a.m.
Deadline to Submit Questions	September 10, 2020 at 4:00 p.m.
Deadline to Submit Proposal	September 28, 2020 at 4:00 p.m.
Interviews	October 14, 2020

B. DESIGNATED POINT OF CONTACT: All communications with VTA regarding this RFP shall be in writing (US mail/ email) to the Designated Point of Contact identified below. All emails must indicate in the subject line “RFP S20114 for ADA Paratransit Certifications Program.” No telephone calls will be accepted. Except as otherwise provided herein, no contact will be entertained by the Procurement, Contracts, and Materials Management staff outside of the formal Q&A period, and/or by anyone other than the Designated Point of Contact regarding this RFP.

Any communication with someone other than the Designated Point of Contact related to this RFP is not permitted. Any breach of this provision may result in the Proposer’s submittal being deemed non-responsive and may be cause for rejection.

The Designated Point of Contact for this procurement is as follows:

Lida Delos Santos, Contracts Administrator
Santa Clara Valley Transportation Authority
3331 North First Street, Building B
San Jose, California 95134
Email: Lida.Delossantos@VTA.org

C. PRE-PROPOSAL CONFERENCE: All prospective Proposers are strongly encouraged to attend the pre-proposal conference scheduled at the date and time stated on Table 1. The pre-proposal conference will be held at:

Eastridge 2240 Tully Road
San Jose, CA 95122

D. EXAMINATION OF PROPOSAL DOCUMENTS: By submitting a Proposal, the Proposer represents that it has thoroughly examined and become familiar with the work



required under this RFP, and that it is capable of performing quality work to achieve VTA's objectives.

- E. ADDENDA/CLARIFICATIONS:** VTA reserves the right to make changes to these RFP documents as it may deem appropriate up until the date for submission of the Proposals (set forth in Table 1). Any and all changes to this RFP will be made by written addendum, which will be issued by VTA to all prospective Proposers who have registered and downloaded the Proposal documents at the VTA website. All addendum and other related materials will be posted to the VTA.org procurement site. Prospective Proposers will be notified by email when information has been posted to the VTA procurement site for this RFP. NOTHING RELIEVES PROPOSER FROM BEING BOUND BY ADDITIONAL TERMS AND CONDITIONS IN ADDENDA.

Questions or comments regarding this RFP must be submitted in writing and must be received by VTA no later than the date and time stated in Table 1. Email questions must be submitted to the Designated Point of Contact listed above and must include "RFP S20114 QUESTIONS" in the subject line.

Responses from VTA will be published on the VTA online procurement website.

- F. SUBMISSION OF PROPOSALS:** All Proposals must be submitted to the Designated Point of Contact no later than the date and time stated in Table 1.

The Proposer must submit six (6) printed copies and one (1) copy of the Proposal in an electronic format in the form of a flash drive.

The package must bear the Proposer's name and address, and be clearly labeled as follows:

"RFP S20114 ADA Paratransit Eligibility Certifications Program"

All responses, inquiries, and correspondence related to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Proposer submitted as part of the Proposal will become the property of VTA when received by VTA and may be considered public information under applicable law. Any proprietary information in the Proposal should be identified as such. VTA does not typically disclose proprietary information to the public, unless required by law; however, VTA cannot guarantee that such information will be held confidential.

- G. WITHDRAWAL OF PROPOSALS:** A Proposer may withdraw its Proposal at any time before the expiration of the time for submission of Proposals as provided in this RFP by delivering to the Designated Point of Contact a written request for withdrawal signed by, or on behalf of, the Proposer.



H. RIGHTS OF VTA: VTA may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by the Proposer, and require additional evidence or qualifications to perform the Services described in this RFP.

VTA reserves the right to:

- Reject any or all Proposals.
- Issue subsequent Requests for Proposal.
- Postpone opening for its own convenience.
- Remedy technical errors in the Request for Proposal process.
- Approve or disapprove the use of particular subcontractors.
- Solicit best and final offers from all or some of the Proposers.
- Award a professional services contract to one or more Proposers.
- Waive informalities and irregularities in Proposals.
- Conduct interviews at its discretion.
- Accept other than the lowest offer.
- Negotiate with any, all or none of the Proposers.

I. CONTRACT TYPE: It is anticipated that VTA will award a professional services contract (“Contract”). If awarded, the Contract will be Firm Fixed Price with a term of three (3) years and two (2) option years. This RFP does not commit VTA to enter into such Contract nor does it obligate VTA to pay for costs incurred in preparation or submission of Proposals or in anticipation of entry into a Contract. The Proposer awarded the Contract hereunder (if any) is referred to herein as “Contractor”.

J. COLLUSION: By submitting a Proposal, each Proposer represents and warrants that its Proposal is genuine and not a sham, collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not, directly or indirectly, induced or solicited any other person to submit a sham Proposal or any other person to refrain from submitting a Proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a Proposal.

K. AUDIT REPORT/REQUIREMENTS: Proposers must agree to abide by the requirements in Chapter III, paragraph 4 of FTA Circular 4220.1F. Every Proposer that has been the subject of any audit report by any government or public agency or qualified independent CPA must attach with its Proposal the latest such audit report, including direct labor, materials, fringe benefits and general overhead.

Proposers must also agree to submit cost or pricing data in accordance with 48 CFR Part 15.408 Table 15-2.

L. ECONOMIC INTEREST FORM 700: The Proposer’s key person as well as other positions within his or her firm, determined by VTA, to be participating in the making of governmental decisions will each be required to file a Form 700 the financial disclosure



form mandated by the Fair Political Practices Commissions (FPPC). The Form 700 will be required to be filed upon execution of the Contract in which the VTA retains the services of the Proposer, annually thereafter, and upon separation of services pursuant to FPPC rules and regulations.

M. INCORPORATION OF EXHIBITS AND ATTACHMENTS: All exhibits, and attachments referenced in this RFP are incorporated herein by this reference.

II. PROPOSER'S MINIMUM QUALIFICATIONS

A. REQUIRED MINIMUM QUALIFICATIONS: The following qualifications are the minimum required qualifications that a Proposer must have in order for a Proposal to be considered:

1) Company Qualifications, Experience & References

In order to be considered for selection for award of a contract, each Proposer must provide information about its company so that VTA can evaluate the firm's stability and ability to support the commitments set forth in response to the RFP. If the Proposer is a joint-venture partner, describe the organizational arrangement and roles and responsibilities between the firms. VTA, at its discretion, may require a Proposer to provide additional information and/or clarify requested information. Proposers must meet the following minimum requirements:

- a) Proposer shall provide introduction of firm (executive summary) and identify experience, brief history, concise summary, philosophy at providing the required services relevant to VTA's needs.
- b) Availability of personnel knowledgeable in ADA law, rules and requirements in relation to paratransit eligibility.
- c) Proposer must provide at least three (3) references of entities, public and/or private, for which the Proposer has provided similar services in the last five years. Information must include dates, company name, contact information, and specific work performed. Contact information for each reference must include names, addresses, telephone numbers and e-mail addresses. Reference will be evaluated on the quality of customer service (e.g., prompt return of telephone calls and e-mails, prompt resolution of problems, accuracy of documentation, thorough and expedient performance, etc.). Ensure that references have given permission to be contacted and to obtain clarification or additional information.
- d) Proposers shall also provide the size and structure of the firm as evidenced by an organizational chart, relevant to its client base.
- e) Access to a bilingual staff, either in person or via telephone is required.

Each Proposer shall submit sufficient evidence satisfactory to VTA that the Proposer is in compliance with this section.



2) Financial Qualifications

Each Proposer must possess sufficient financial strength, resources and capability to support and enable the work to be performed and to complete the Agreement in a satisfactory manner, as measured by Proposer's financial statements for the last two years prepared in accordance with generally accepted accounting principles of the jurisdiction in which the Proposer is located and audited by an independent certified public accountant. In the alternative, Proposer shall state how the desired financial information will be provided for review by VTA.

Proposers must demonstrate their ability to obtain required insurance with coverage values that meet minimum requirements evidenced by a letter from an underwriter confirming that the Proposer can be insured for the required amounts.

At VTA's discretion, Proposers who are involved in current or pending bankruptcy proceedings may be rejected.

3) Qualifications and Experience of Key Personnel and Management Team

Each Proposer shall submit resumes of Key Personnel (limited to one page per person) and an organization chart that identifies the proposed project team's structure and reporting responsibilities.

This information shall indicate sufficient evidence satisfactory to VTA that proposed Key Personnel have the skills, qualifications, and experience to successfully complete the Scope of Services. Proposers shall describe the depth and quality of previous experience and number of years providing similar services for each proposed Key Personnel. Furthermore, Proposer should provide the professional designations, affiliations, certifications and licenses, if any, for all such Key Personnel. The proposed General Manager and other Key Personnel must have experience performing the type and magnitude of services successfully; and shall possess appropriate certification and/or an appropriate degree that will meet or exceed the minimum qualifications in Section D of the Scope of Service. Additionally, experience working with Federal, State or Local Transit governmental agencies providing similar services is preferable.

For purposes of this clause, "Key Personnel" is defined as those individuals who are essential to the successful completion and execution of these services. Contractor should endeavor to make Key Personnel available for the duration of the engagement to the extent feasible. Key Personnel may not be substituted without prior written approval by VTA and VTA reserves the right to direct the removal of any individual, including Key Personnel, assigned to perform these services.



4) Use of Subcontractors

A Proposer intending to use any subcontractors must identify them on the Designation of Subcontractors and Sub-bidders/DBE and Subcontractor Questionnaire and include these forms with its proposal. Work that subcontractors will perform, if any, should be indicated on a task basis. Use of any and all subcontractors must be approved in writing by VTA authorized representative.

5) Licenses and Certifications

The Contractor must be properly licensed/certified and possess valid proof of registration for such licenses/certifications. The Contractor must hold and maintain certification and licenses during the full term of the Agreement.

III. EVALUATION AND SELECTION

A. EVALUATION CRITERIA: The following criteria will be used to evaluate Proposals:

Qualification of the Firm	20 Points
Staffing and Project Organization	20 Points
Work Plan / Project Understanding	25 Points
Local Firm Preference	10 Points
Cost Proposal	25 Points

1. **QUALIFICATION OF THE FIRM:** Qualifications to be considered include but are not limited to: technical experience in performing work of a closely similar nature; experience working with transit properties or other public agencies; record of completing work on schedule; strength and stability of the firm; technical experience and strength and stability of proposed subcontractors; and assessments by client references.
2. **STAFFING AND PROJECT ORGANIZATION:** Qualifications of project staff will be considered, particularly key personnel, and, especially, the project manager. Other factors to be considered include but are not limited to key personnel’s level of involvement in performing related work, logic of project organization, adequacy of labor commitment, and concurrence in the restrictions on changes in key personnel.
3. **WORK PLAN / PROJECT UNDERSTANDING:** Proposer’s demonstrated understanding of the project requirements, potential problem areas, project approach and work plan will be evaluated.



4. **LOCAL FIRM PREFERENCE:** Five (5) points shall be awarded if at least fifty percent (50%) of the dollar value of services to be rendered will be performed by a local firm. An additional point shall be awarded for each additional ten percent (10%) of the dollar value of services to be performed by a local firm, to a maximum point award of ten (10) points.
 5. **COST PROPOSAL:** Evaluation will be based reasonableness of the total price and competitiveness of this amount with other Proposals received; adequacy of data in support of figures quoted; reasonableness of individual task budgets and basis on which prices are quoted.
- B. EVALUATION PROCEDURE:** The review board will evaluate Proposals based on the pre-established criteria to determine the successful Proposer or establish a shortlist of firms to interview. VTA reserves the right to conduct interviews at its discretion. Proposers are asked to keep the interview date stated in Section I, A Table 1 available in the event the review board conducts interviews. If invited to interview, VTA will notify Proposers regarding the schedule and other pertinent interview information. Typically, the interview is scheduled for one (1) hour and requires the project manager to be a lead participant.

The names of the review board members are not revealed prior to the interviews. The individual or composite rating and evaluation forms prepared by individual review board members are not retained by VTA and will not be revealed.

- C. BASIS OF AWARD:** When the review board has completed its work, negotiations will be conducted for the extent of services to be rendered.

Award may be made on the basis of initial Proposals submitted without any negotiations or discussions.

This is a “best value” procurement based on procedures consistent with California public contract code section 20301(a). “Best value” is a selection process where the award is based on a combination of price and qualitative considerations. A best value procurement requires tradeoffs between price and non-price factors to select the best overall value to VTA.

Subject to VTA’s right to reject any or all proposals, the Proposer whose Proposal is found to be most advantageous to VTA will be selected based upon consideration of the evaluation criteria.

Thus, VTA will make the award to the responsible Proposer whose Proposal is most advantageous to VTA. Accordingly, VTA may not necessarily make an award to the Proposer with the highest technical ranking nor award to the proposer with the lowest price Proposal if doing so would not be in the overall best interest of VTA.



When the review board has completed its work, negotiations will be conducted for the extent of services to be rendered.

Upon completion of a successful negotiation, VTA will issue a Notice of Recommended Award, which will initiate the five (5) day pre-award protest period pursuant to VTA's protest policies.

IV. PROPOSAL FORMAT AND CONTENT

A. FORMAT: Proposals shall be typed, as concise as possible and shall not include any unnecessary promotional material. The nature and form of response are at the discretion of the Proposer but shall include the information listed below.

B. CONTENT: The Proposer shall include the information described below:

- 1. PROFILE OF FIRM:** This section shall include a brief description of the firm's size as well as the local organizational structure; it shall also include a discussion of the firm's financial stability, capacity and resources. Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five (5) years or (b) any type of project where claims or settlements were paid by the Proposer or its insurers within the last five (5) years.
- 2. QUALIFICATIONS OF THE FIRM:** This section shall include a brief description of the Proposer's and subconsultants qualifications and previous experience on similar or related projects. Description of pertinent project experience shall include a summary of the work performed. Proposer must provide the name, title, and phone number of three (3) clients to be contacted for references, although VTA reserves the right to check other references beyond the three provided.
- 3. WORK PLAN/PROJECT UNDERSTANDING:** By presentation of a well-conceived work plan, this section of the Proposal must establish the Proposer understands VTA's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. The work plan must describe the work assigned to the prime and each subconsultant. The work plan must also include a timetable for completing all work specified in the Scope of Services.
- 4. PROJECT STAFFING:** This section must discuss how the Proposer would propose to staff this project. Proposer project team members must be identified by name, location, specific responsibilities on the project and the estimated person-hours of participation. An organizational chart for the project team and resumes for key personnel must be included. Key personnel will be an important factor considered by



the review board. Once the Proposal is submitted, any change of key personnel must be approved by VTA.

5. **ADMINISTRATIVE SUBMITTALS:** The Proposer must complete all the forms attached hereto and submit them with the Proposal.



V. **BUSINESS DIVERSITY PROGRAM POLICY:** Contractor shall adhere to VTA’s Business Diversity Program requirements.

A. **MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE POLICY AND REQUIREMENTS:** It is the policy of the Santa Clara Valley Transportation Authority to ensure that Minority and Women-Owned Business Enterprises (“MWBE”), as defined in the VTA MWBE Program, have an equitable opportunity to participate in the performance of contracts and subcontracts financed with local funds. VTA has an 18% MWBE aspirational goal. In this regard, Proposer will use its best efforts to ensure that MWBE firms have an equitable opportunity to compete for subcontract work.

For more information on VTA’s Business Diversity Programs, please see website at www.vta.org/osdb or call the Office of Business Diversity Programs at (408) 321-5962 for assistance in identifying eligible MWBE firms. Listings of eligible firms are also available at the following:

<https://vta.sdbde.com/FrontEnd/VendorSearchPublic.asp?TN=vta&XID=5635>

B. **SMALL BUSINESS ENTERPRISE POLICY AND REQUIREMENTS:** It is VTA policy to ensure that Small Business Enterprise (“SBE”) firms, as defined in Federal Regulations 13 CFR Part 121 and 49 CFR Part 26, have an equitable opportunity to participate in the performance of contracts and subcontracts.

1. **SBE WITH NO SET GOAL ASSIGNMENT:** VTA has not established a contract specific SBE goal for this project. However, Proposer is encouraged to make every effort to meet VTA’s overall agency goal of 30 % where possible. In this regard, Proposer will use its best efforts to ensure that SBE firms shall have an equitable opportunity to compete for subcontract work under this Contract. Any certified Disadvantaged Business Enterprise (“DBE”) is eligible to participate towards the SBE overall participation goal. SBE firms must be certified or accepted as certified by the VTA Office of Business Diversity Programs (“OBDP”).

Listings for SBE and DBE firms are:

VTA SBE Database:

- <http://www.VTA.org/about-us/doing-business-with-VTA-search-for-sbes>

California UCP DBE Database:

- <https://dot.ca.gov/programs/business-and-economic-opportunity/dbe-search>

2. **CONSULTANT REGISTRATION:** All SBE DBE and MWBE firms listed on Form 5, Listing of MWBE Prime and Subcontractors and Form 6, Listing of SBE Prime and Subcontractors, must be certified by VTA’s OBDP, the California Unified Certification Program (“CUCP”), and/or accepted as certified by VTA’s OBDP at



the time of the Proposal due date to be counted toward VTA's 30% overall SBE goal. Proposers must comply with VTA's SBE Program Policy and Requirements on utilization of SBE.

- a. Form 5, MWBE Listing of Prime and Subcontractors, Form 6, SBE Listing of Prime and Subcontractors, Form 7, Designation of Subcontractors and Suppliers, in compliance with SBE Program Policy and Requirements, must be submitted at time of Proposal submittal.
- b. It is the Proposer's sole responsibility to verify to VTA that a sub-consultant has a SBE/DBE certification.

C. FRAUDS AND FRONTS: Contactors are cautioned against knowingly and willfully using "fronts" to meet the SBE goal of the Contract. The use of "fronts" or "pass through" subcontracts to non-disadvantaged firms constitutes a criminal violation.

VI. INSURANCE REQUIREMENTS: Contractor shall adhere to the insurance requirements set forth in Exhibit A5. Proposer's attention is directed to the insurance requirements in the exhibit. It is highly recommended that Proposers confer with their insurance carriers or brokers in advance of Proposal submission to determine the availability of insurance certificates and endorsements that will be required for the Contract awarded through this RFP.

VII. PROTESTS

- A. SOLICITATION PHASE:** Prior to the closing date for submittal of Proposal, Proposer may submit to VTA protests regarding the procurement process, or alleged improprieties in specifications, or alleged restrictive specifications. Any such protests must be filed no later than ten (10) working days prior to the scheduled closing date of this RFP. If necessary, the closing date of this RFP may be extended pending a resolution of the protest.
- B. PRE-AWARD:** Protests dealing with alleged improprieties in the procurement or the procurement process that can only be apparent after the closing date for receipt of Proposals must be filed within five (5) working days after issuance of the Notice of Recommended Award. Protests must contain a statement of the grounds for protests and supporting documentation. Protestor will be notified of VTA's final decision prior to issuance of award.

Protestors will have an opportunity to appear and be heard before the VTA prior to the opening of Proposals in the case of protests based on the content of the RFP or prior to final award in the case of protests based on other grounds. Proposer's requests and protests shall be **in writing only** and must be addressed to:



Santa Clara Valley Transportation Authority
Attn: John Wesley White, Deputy Director & Chief Procurement Officer
Procurement, Contracts & Materials Management
3331 North First Street, Building A
San Jose, California 95134

The full text of VTA's Policy No. 36 may be obtained at <https://www.vta.org/sites/default/files/2020-04/Bid%20Protests%20Procedure.pdf>.

Failure to comply with the above protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.

If this Contract is financed with federal assistance, pursuant to 2 C.F.R. § 200.318(k), protesters may raise, with the FTA, matters that are primarily a federal concern. Protesters must raise any federal matters arising out of VTA's award of a contract within five (5) business days of VTA's final decision of the Proposal protest. See 2 C.F.R. § 200.318(k) for details.

VIII. SCOPE OF SERVICES: VTA seeks a Contractor that will be responsible for the VTA's ADA Paratransit Eligibility Certification program

A. DEFINITIONS

As used throughout the Scope of Services and the attachments hereto, the following terms have the meanings set forth below:

3/4 Mile Service Corridor - An area extending $\frac{3}{4}$ of a mile, in each direction, from an operating fixed route line.

Accessible – A general term that means “usable by a person with a disability.” Can refer to equipment (e.g., a passenger lift), a service (e.g., calling out bus stops), or communication formats (e.g., Telephone Communication Device for the Deaf (“TDD”) phones, websites, and documents).

Accessible Formats—Communications such as paratransit applications, rider's guides, and public notices can be made in formats accessible to persons with disabilities.

Americans with Disabilities Act of 1990 (“ADA”) – Federal civil rights legislation that was enacted to prohibit discrimination on the basis of disability and to provide equal access to public accommodations, among other things, for persons with disabilities. Included in this law is a requirement that all public transit agencies operating fixed route bus service provide complementary paratransit service, as a “safety net,” for persons with disabilities who are functionally unable to use accessible fixed route systems for some or all their trips.



ADA Certification Contractor (or “Contractor”) – The VTA vendor for management of operations and maintenance of VTA ADA ACCESS Paratransit Eligibility Certification service.

ADA Complementary Paratransit Certification Process -- Applicants for VTA ACCESS Service need to complete an application for the service. A completed application means that eligibility reviewers have all the information necessary to determine eligibility. Applicants may be required to participate in interviews in-person and complete functional assessments. Functional assessments help reviewers assess applicants’ physical functional ability to use fixed route service based on their most limiting condition. Eligibility reviewers have 21 calendar days to make a determination once a completed application is received. Eligibility will be based on criteria as explained below.

ADA Paratransit Eligibility Categories- Eligibility is directly related to the functional ability of individuals with disabilities to use fixed route transit service. Eligibility is not based on a diagnosis or type of disability. Individuals with the same diagnosis or disability can have very different functional abilities to use fixed route services. Eligibility is not based on type of mobility aid, age, income, or whether or not individuals can drive or have access to private automobile transportation. As defined by 49 CFR Section 37.123(e) (1)-(3), the three categories which describe the situations under which an individual is determined to be ADA paratransit eligible are as follows: The individual:

- 1) has an inability to independently navigate the system;
- 2) requires the use of an accessible vehicle, station, or bus stop; or
- 3) has a specific-impairment-related condition that prevents him/her from getting to or from a bus stop.

Appeal Process— Applicants can appeal any limits placed upon their eligibility, including eligibility conditions, temporary eligibility, and a denial. Applicants must appeal in writing within 60 days from the date on their determination letter. The appeal process includes a level I administrative review and a level II in-person appeal hearing.

Applicant – An individual applying for VTA ACCESS Paratransit Service.

Certification – Term that generally refers to the award of eligibility status to an applicant who has applied to use VTA’s ADA paratransit service.

Completed Eligibility Assessment – The ADA eligibility certification assessment completed to make an eligibility determination.

Companion – Companions can be a spouse, a child, coworker, friend, or anyone else accompanying the eligible rider. A companion does not count as a personal care attendant



unless the eligible rider requires personal care or assistance from that individual.

Conditional Eligibility – Also referred to as restricted eligibility or some-trip eligibility, conditional eligibility applies to individuals who are able to use fixed route transit services under some circumstances. Conditional eligibility means that whenever a customer’s condition prevents them from taking regular fixed route, they are eligible to use paratransit services.

Customer - All applicants that the Contractor determines are eligible for VTA ACCESS Service ADA Paratransit services are referred to as “customer” or “eligible customer.”

Eligibility Determination – Evaluation of how an applicant’s disability affects his/her use of public transportation and the resulting classification of the applicant into an ADA eligibility category as well as indicating if they are Conditional, Unconditional, or temporary eligible. As a result of the certification process, applicants may also be categorized as “Denied”, “Not Recertified”, “Incomplete”, ‘Unable to Process’, or ‘No Longer Interested’.

Federal Transit Administration (“FTA”) – A branch of the U.S. Department of Transportation (“US DOT”) established to improve transportation throughout the nation. The FTA provides funding and assistance to regional transportation agencies, among various other programs.

Functional Eligibility – Determination of ADA paratransit eligibility based upon the passenger’s physical and/or cognitive ability to use accessible fixed route services.

Holidays – The official VTA holidays are: New Year’s Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. In addition, VTA may direct a reduced level of service on unofficial holidays and during holiday periods.

Incomplete Eligibility Assessment - The ADA eligibility certification assessment not completed by an applicant to make an eligibility determination.

Model A - The certification process currently employed by VTA and described below is referred to as “MODEL A” wherein the eligibility process model methods primarily include application and professional verification review, along with telephone interviews. See Section B.i. VTA’S CURRENT MODEL (MODEL A) below.

Model B – Refers to a proposed VTA eligibility process model change wherein there will be a more in-depth assessment, including an in-person interview, a physical functional assessment, and a cognitive assessment. See Section B.ii., VTA’S FUTURE MODEL (MODEL B) below.

Personal Care Attendant (“PCA”)—A PCA is allowed if a customer cannot independently ride VTA transit services. The customer must request a PCA and the Contractor must



approve the PCA. PCAs ride at no cost. VTA ACCESS Service customers can also ride with one companion with the approval of VTA. Additional companions are based on space availability and are permitted only if approved by VTA. Companions pay the same fare as the customer.

Presumptive Eligibility – Unrestricted eligibility to use VTA’s ACCESS paratransit services, resulting from review of an application lasting longer than 21 days. See “21-Day Rule” below.

Recertification—VTA ACCESS Service customers are required to recertify or reapply every three or five years, depending on whether Model A or Model B is used.

Reasonable Modification – Requires paratransit providers to make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability or provide program accessibility to their service. Please see FTA Circular 4710.1, Chapter 2, section 2.10 Reasonable Modification of Policy.

Temporary Eligibility — An applicant who is approved on a short-term basis, meaning six months or less, to use VTA ACCESS Service.

Title VI—Prohibits discrimination on the basis of race, color, or national origin. Although the ADA is not covered under this title of the Civil Rights Act of 1964, agencies must consider Title VI impacts to its paratransit customers. For example, language assistance must be provided to customers who are limited English proficient.

Unconditional Eligibility - Category of eligibility also known as unrestricted or all-trip eligibility, meaning an individual is unable to use fixed route transit services under any circumstances and is thus eligible to make all trips using complementary paratransit.

Twenty-One (21) -Day Rule – ADA regulations require that “if, by a date 21 calendar days following the acceptance of a completed application, the entity has not made a determination of eligibility, the applicant shall be treated as eligible and provided paratransit service until and unless the entity denies the application.” See 49 CFR §37.125(c).

Visitor Eligibility—Visitors who are approved in other jurisdictions may use VTA ACCESS Service after their eligibility is confirmed. Visitors who are in Santa Clara County for more than six months must complete VTA ACCESS Eligibility Certification process in order to continue service. The exception to this rule applies to customers who are approved in jurisdictions in the San Francisco Bay Area. Reciprocal eligibility will be given to ADA complementary paratransit customers approved by other regional transportation providers.

VTA – Santa Clara Valley Transportation Authority.



VTA ACCESS Paratransit Service – VTA ACCESS Paratransit Service is VTA's ADA complementary paratransit service. VTA ACCESS Service is a shared-ride, curb-to-curb, demand responsive service for persons with disabilities. It does not serve as medical, social service, or emergency transportation. VTA Access Service is provided within VTA's service area, which is Santa Clara County. Eligibility for the VTA ACCESS Service is defined to meet the standards for ADA paratransit eligibility in 49 CFR §37.123.

B. ORGANIZATION OVERSIGHT

The administration and management oversight function of the ADA paratransit eligibility certification program is located within the Regional Transportation Service (“RTS”) department in the Transit Operations Division of VTA. The management of this function falls under the VTA Eligibility/Travel Training Management Analyst, under direction from the RTS Department, reporting to the Chief Operating Officer.

VTA's current eligibility certification model for VTA ACCESS Paratransit applicants involve a two-step process; first the applicant will submit a complete Data Card, secondly the Contractor will verify information on applicants Data Card and conduct telephone evaluation (see Section B.i. VTA'S CURRENT MODEL (MODEL A) below). If an applicant is determined to be ineligible or is approved for limited eligibility, the applicant has the option to appeal and may participate in an in-person functional assessment (see Section B.i.5. APPEALS).

VTA seeks a Contractor that will be responsible for the VTA's ADA Paratransit Eligibility Certification program. VTA may change the current certification model at its discretion.

MODEL B is a certification process that VTA may transition to in the future (see Section B.ii. VTA'S FUTURE MODEL (MODEL B) below). VTA seeks Contractor's help, based on experience and expertise, in developing a final Model B program design.

i. CERTIFICATION PROCESS MODEL A

The certification process described in this section is referred to as “MODEL A” and has been VTA's certification process for the last thirteen years for new applicants and recertifying customers. This is the certification process the Contractor will use at the outset of the Contract until Model B has been finalized and implemented.

Contractor will provide complete ADA paratransit eligibility certification services in compliance with 49 CFR Section 37.125 and the current VTA Board of Directors (“VTA Board”) adopted policies and standards pursuant to this Contract.

To enable VTA's compliance with the ADA's “21-Day Rule” during the eligibility certification process (for both new applicants and recertifying customers), the Contractor shall complete the eligibility process and provide the applicant with a determination (steps



1 through 5 below) within 21 calendar days from the date the application is completed . If Contractor fails to make such a determination within 21 days, it grants presumptive eligibility to the applicant until a determination is made.

Where there is a delay in processing that is beyond the control of the Contractor, the counting of the 21 days will toll. Any time there is a hold on the 21 day clock the Contractor must have VTA approval and fully document actions taken in VTA's on-demand transportation management software (Trapeze Certification (CERT) Module) (see ATTACHMENT 5, CERT).

VTA will determine Contractor compliance with these criteria through monthly sampled analysis of a random selection of completed determinations.

1. OBTAINING INFORMATION

Individuals who are interested in participating in the eligibility certification process for VTA's ADA Paratransit Services can receive information by calling the Contractor at (408) 321-2381 Monday to Friday from 8 am to 5 pm. Contractor will provide interested individuals a 'Personal Data Card, Certification and Authorization for Release of Protected Health Information'(Data Card)(see ATTACHMENT 1) form and an informational brochure (see ATTACHMENT 2). Data Cards are made available in English, Spanish, Vietnamese, and Chinese. Data Cards for paratransit eligibility are also available online at VTA's website (<http://www.vta.org/go/paratransit>). All information about the process, materials necessary to apply for eligibility, notices, and determinations concerning eligibility are available in accessible formats from Contractor upon request. Available formats include, but are not limited to; audio, large print, braille, electronic files, email, and sign language. VTA will provide the Contractor with up to date VTA, Data Cards, brochures, and ACCESS Paratransit Riders Guides (see ATTACHMENT 3).

2. SUBMISSION OF DATACARD

All applicants will submit Data Cards to VTA headquarters at 3331 North First Street, San Jose, CA 95134 by mail or by FAX at (408)238-1015.

Contractor will also accept Data Cards or customer inquiries at Eastridge Paratransit Facility Eligibility Lobby located at 2240 Tully Road, San Jose, CA 95122 Monday to Friday from 8 am to 5 pm excluding Holiday's. Contractor will have a designated staff member at the Eligibility Lobby during business hours.

1. REVIEW OF DATA CARDS

VTA will scan all Data Cards Monday through Friday, save an electronic copy to a share drive with the date they are received at the Eastridge Paratransit Facility (see



ATTACHMENT 4), and send the hard copy to the Eastridge Paratransit facility using VTA's internal mail system.

Contractor will review the Data Cards to ensure they have all basic applicant information and are signed. To process a Data Card the following information is required; an applicant's first and last name, date of birth, complete address, phone number, disability/health condition, medical professional's name, address, and phone number or fax, as well as the applicants consent to contact the listed medical professional and verification that the information they provided is true and accurate.

Within CERT, Contractor will process complete Data Cards by entering the applicant's information into a new ADA client profile, setting up client profile, geo-code address, and create a unique client ID.

Contractor will also confirm all basic information at the initial interview (see Section B.i.2. PHONE/IN-PERSON INTERVIEW). Contractor currently receives faxed Data Cards directly and will scan and save an electronic copy to the designated share drive. All faxed Data Cards received before 12:00 PM are processed on the same day, all faxed after 12:00 PM will be processed the next business day.

Upon scheduling the initial appointment, the Contractor will update and track applicants progress in CERT. Contractor will record re-certifying applicants in his or her existing ADA client file. If information is missing or requires clarification, including but not limited to an incomplete Data Card, Contractor will request for the applicant to complete the Data Card before the eligibility certification process begins.

Contractor will translate Data Cards and any other submitted documentation into English and save the translated document to the client profile.

Contractor will call applicant to request information and schedule an over the phone interview or in-person assessment at VTA's Paratransit Eligibility Office (see Section B.i.2. PHONE/IN-PERSON INTERVIEW). Once an interview is scheduled with the applicant, Contractor will coordinate the date and time of the interview. Contractor must record the initial day and time offered for an assessment and the applicant's response to properly document that any delays in scheduling appointments is outside of Contractor's control.

2. PHONE/IN-PERSON INTERVIEW

Upon receipt of a completed Data Card packet, Contractor will verify the functional abilities, disabilities, and/or medical information described and provided by the applicant by evaluating the applicant's information by phone. Contractor will clarify with the applicant any documentation issues and/or concerns that may exist in the certification process and answer any questions or concerns of the applicant regarding the service, process, expectations, and/or reasonable modifications.



If the applicant is unable to participate in a telephone-based evaluation, or if an evaluation via telephone is inconclusive or ineffective, Contractor will interview the applicant in person at VTA's Paratransit Eligibility Office. VTA will provide the applicant with paratransit transportation at no charge to and from an applicant's residence to the interview site if requested by the applicant. Applicant will be required to follow standard paratransit operating procedures and policies. Applicants are allowed one personal care attendant (PCA) that can provide assistance during their in-person evaluation. Contractor will coordinate with VTA, the Paratransit Operations Contractor, and the applicant in advance to schedule those rides.

Contractor's interview will evaluate the applicant's physical, cognitive, and visual limitations. This in-person interview may include a functional assessment, including an evaluation of the applicant's functional and cognitive abilities to perform various skills necessary to take a trip on public transit independently. See section B.ii.4 FUNCTIONAL ASSESSMENTS (IN-PERSON) for additional information.

Contractor will continue the interview with the applicant until Contractor has sufficient information to make an eligibility determination for that applicant. If necessary, Contractor will request a Medical Verification form to confirm or clarify the applicant's disability or health condition (see Section B.i.3. MEDICAL VERIFICATION below).

3. MEDICAL VERIFICATION

If the interview does not yield sufficient information to establish an accurate eligibility determination, then the Contractor shall obtain additional information about the applicant's disability by contacting the most appropriate medical professional. The applicant must provide contact information for the medical professional who is most knowledgeable about the applicant's disability or medical condition.

4. APPLICANT NOTIFICATION LETTER

Upon completion of the interview and the potential medical verification, Contractor will determine whether the applicant is eligible and, if eligible, the duration of eligibility.

Contractor determines eligibility based on ADA-defined eligibility, which defines three categories of eligibility (see 49 CFR Section 37.123(e)(1)-(3)):

- Category 1 – Any person with a disability who is unable to board, ride, or disembark from an accessible vehicle without the assistance of another person (except for the operator of a wheelchair lift or other boarding assistance device).
- Category 2 – Any person with a disability who needs the assistance of a wheelchair lift or other boarding assistance device to board, ride, or



disembark from an accessible vehicle and an accommodating fixed route vehicle is not available or key stations have not been made accessible.

- Category 3 – Any person with a disability who has a specific impairment-related condition that prevents the person from traveling to or from a boarding and disembarking location.

If Contractor determines an applicant is eligible (meaning the applicant fits into one of the three categories above), Contractor then determines the duration and extent of eligibility pursuant to the following:

- **Temporary** eligibility (if applicant has a disability for only a short, defined period, usually 1 year or less)
- **Conditional** eligibility (if it is determined that applicants are able to use fixed route service under certain circumstances)
- **Unconditional** eligibility (if it is determined that applicants require paratransit service for all their trips)

For applicants with acute short-term medical needs, such as chemotherapy or radiation treatment, VTA will grant temporary unrestricted eligibility. If conditional eligibility is granted, Contractor determines under which conditions the applicant can use paratransit. Contractor also determines whether the applicant is authorized to travel with a personal care attendant, establish mobility aids, or travel with a service animal.

Contractor must ensure that its documentation is true and accurate when submitting to VTA and using the Trapeze Certification Module. Evaluations not fully documented, or which require clarification are considered incomplete. Once an eligibility determination is made the Contractor will, within the required 21 days, prepare a summary of their evaluation and the basis for their eligibility determination, prepare and mail the written determination (“Eligibility Determination Letter”) to the applicant, and upload the Eligibility Determination Letter to Trapeze Certification Module.

For approved applicants, the Eligibility Determination Letter will have, at a minimum, the customer’s ID number, whether the eligibility is temporary or conditional, and if temporary or conditional, what time constraints or conditions apply, whether the customer may be accompanied by an authorized personal care attendant, the duration of eligibility, a notice that the customer may obtain a photo ID card (also good for free fare on VTA’s fixed-route service), and the procedure for obtaining a photo ID card. Eligibility Determination letters must be sent by Contractor within three (3) business days of the eligibility determination being made and within the ADA required 21 days for the entire certification approval process.

VTA shall provide Contractor with the format and text for the Eligibility Determination Letters. VTA will provide letter size VTA logoed envelopes for Contractor’s use. Contractor is responsible for all other envelopes and will stamp and



mail letters and any written notifications at Contractor's cost. All correspondence prepared by Contractor on behalf of VTA, and all informational materials, must be approved by VTA prior to use.

Contractor will provide a quality assurance check of any determination denying or limiting eligibility (i.e. if the applicant is granted anything other than unconditional eligibility) before communicating the eligibility determination to the applicant or recertifying customer. The purpose of the quality assurance check is to ensure the initial eligibility determination is appropriate. If the quality assurance check results in a different eligibility determination, the Contractor will update the eligibility determination and continue with the process.

a. Eligible Applicants

Immediately upon applicant approval, Contractor will enter the customer information into the Trapeze Certification Module.

Contractor will send approved applicants a non-photo identification ("ID") card and an eligibility packet, which will include a current VTA ACCESS Paratransit Rider's Guide, an Eligibility Determination Letter, and any other information necessary to effectively utilize the VTA ACCESS ADA Paratransit services. Customers are offered the opportunity to receive monthly trips and fare charge statements in an accessible format. If a customer has a photo on file, the Contractor will include a photo ID in the eligibility packet.

Paratransit eligibility will be granted for periods of three (3) years, meaning all persons granted eligibility are required to recertify their paratransit eligibility every three (3) years. To recertify, customers will go through the same eligibility certification process as described above.

b. Ineligible Applicants

Contractor will explain in the Eligibility Determination Letter why the applicant has been denied eligibility. Contractor will also inform him or her of his or her right to appeal the decision and will provide instructions on how to submit an appeal.

Any ADA paratransit eligible individual, other than those receiving unconditional eligibility, who disagrees with Contractor's determination has the right to appeal the decision. Contractor must provide VTA with the names of all applicants who are denied in their back up data along with their monthly invoice.

See Section B.i.5. APPEALS below for more information on appeals.



5. APPEALS

Contractor will assist with coordination of an appeals process that consists of two levels as described below.

a. First Level Appeal

Applicants may appeal any denial of eligibility or determination of conditional or temporary eligibility in writing within 60 days from the date on the Eligibility Determination Letter. The appellant submits his or her request for appeal to Contractor along with any additional documents that support appellant's appeal.

If an appellant is unable to request an appeal in writing due to his or her disability, Contractor will make a reasonable modification for first level appeals. However, such appellants are still subject to the 60-day limitation for first level appeals. Contractor will translate and upload appeals to the client profile and notify VTA.

VTA will conduct an administrative review of the appellant's information and appeal request.

i. Successful Appeal

If VTA overturns the restricted eligibility at the first level of appeal to unconditional eligibility, then VTA will notify Contractor and Contractor will proceed with application approval process for the successful appellant per section B.i.4. APPLICANT NOTIFICATION LETTER.

ii. Unsuccessful Appeal

If VTA upholds the original decision at the first level of appeal or the result of the administrative review is anything other than unconditional eligibility, then the VTA will inform the appellant of the decision and offer the appellant a second level appeal with VTA's Appeal Hearing Board.

b. Second Level Appeals

The appellant may submit any additional documents that support appellant's position to Contractor or VTA for the second level appeal.

The second level appeal is heard by VTA's Appeal Hearing Board. This second level appeal process consists of an in-person interview and a potential functional assessment of the appellant's ability to independently use fixed-route transit services. VTA and the Contractor will not be involved with, or influence the outcome of, the second level in-person administrative hearing and functional assessment.

VTA will coordinate with the Contractor to send the appellant a written notice of



the interview appointment time, date, and location. Contractor shall send written notice no later than five (5) days prior to the scheduled appointment for the second level appeal. Appellants may bring anyone to assist him or her with the appeal.

i. Successful Appeal

If the denial of eligibility is overturned by the Appeal Hearing Board, Contractor will provide the appellant with the Appeal Hearing Board's determination of eligibility in writing within 30 days of the completed appeal process, pursuant to FTA Circular 4710.1 Chapter 9.7 Appeals Process. For overturned decisions of denied eligibility at the second level of appeal, Contractor proceeds with the application approval process for the successful appellant per section B.i.4. APPLICANT NOTIFICATION LETTER.

If the Appeal Hearing Board fails to make an eligibility determination within 30 days, appellant is granted presumptive eligibility until the second level appeal determination has been made and communicated to the appellant.

ii. Unsuccessful Appeal

If the denial of eligibility is upheld by the Appeal Hearing Board, Contractor provides the appellant with the Appeal Hearing Board's eligibility determination in writing within 30 days of the completed appeal process.

If the Appeal Hearing Board fails to make an eligibility determination within 30 days, the appellant is granted presumptively eligibility until the second level appeal determination has been made and communicated to the appellant. The eligibility determination is final after this second level appeals. However, if the applicant's functioning abilities change due to his or her disability the applicant is welcome to reapply for services.

c. Eligibility of Service During Appeal

During the appeals process, the appellant is not eligible for VTA ACCESS Service until a final eligibility determination has been made on the appeal; provided, however, that if a determination on the appeal is not made within 30 days, then the applicant is eligible for VTA ACCESS Service until such determination has been made. If an existing customer who is re-certifying but was determined to be no longer eligible submits a request for an appeal of such determination prior to the expiration date of their original eligibility, the re-certifying applicant continues to remain eligible for VTA ACCESS Service until the appeals process is complete.

ii. VTA'S FUTURE MODEL (MODEL B)

VTA is actively considering and developing an improved eligibility certification process, Model B, for the purposes of completing price sheets contained within this RFP.



During the term of the Contract, including any extensions thereof, VTA may choose to move to Model B, as described below, for the ADA paratransit certification process for the benefit of VTA and its ADA paratransit program or per FTA rule or regulation changes. In such event, VTA shall provide Contractor with a description of the changes to be implemented, including any modification of Contractor's requirements and responsibilities related to such change and the timing thereof. Contractor shall participate in public communication as requested by VTA to educate customers, community, non-profits, and social service agencies of any such changes.

Any such change requires VTA Board approval. Any material changes will be discussed with Contractor at least 30 days prior to the Board approval. After any VTA Board approved change VTA will allow Contractor 90 days to plan and implement a change in the certification process as needed to comply with such changes.

Contractor shall help VTA develop, refine, and implement Model B.

1. SUBMISSION OF DATA CARD

See Section B.i.2. SUBMISSION OF DATA CARD.

2. REVIEW OF DATA CARD

See Section B.i.2.1 REVIEW OF DATA CARD.

3. IN-PERSON INTERVIEW

Once Contractor receives and reviews the applicant's information, Contractor will call the applicant to schedule an in-person evaluation. Contractor shall make good faith efforts to schedule the in-person evaluation a minimum of five (5) days in advance unless an earlier date is specifically requested and/or accepted by the applicant.

VTA will provide the applicant with standard paratransit transportation, at no charge to the applicant, to and from an applicant's residence to the interview site if requested by the applicant. Applicants are allowed one personal care attendant that can provide assistance to the applicant throughout the process.

Once an interview is scheduled with the applicant, Contractor staff will coordinate the transportation requirements directly with VTA's ACCESS Paratransit Operations Contractor. It is the Contractor's responsibility to notify applicants of their pick-up and drop-off times (given in 30 minute "windows") should transportation be provided by VTA ACCESS Paratransit Operations Contractor.



The applicant will be required to bring any other documentation he or she feels will support his or her application, including a photo ID to confirm his or her identity.

Contractor will continue with the interview until they have sufficient information to make an eligibility determination for each applicant, or until Contractor determines further information is needed.

Contractor will prepare a summary of their evaluation after the in-person interview. If the in-person interview is sufficient for a determination, Contractor will include in the evaluation the basis for the eligibility determination, prepare the Eligibility Determination Letter, and mail the Eligibility Determination Letter (see Section B.i.4 APPLICANT NOTIFICATION LETTER).

If the information is insufficient to make a clear determination at the end of the in-person interview, then Contractor will require applicant to participate in a second assessment of the evaluation process: The Functional Assessment (See Section B.ii.4. FUNCTIONAL ASSESSMENT (IN-PERSON)).

4. FUNCTIONAL ASSESSMENT (IN-PERSON)

The functional assessment will include one or all of the following: (a) physical assessment, (b) cognitive assessment, (c) alternate assessment protocol.

a. Physical Functional Assessment

During the physical functional assessment, Contractor will evaluate several functioning abilities of the applicant, including but not limited to:

1. Boarding and disembarking from the bus using the wheelchair lift or stairs.
2. Walking/wheeling over a distance sufficient to allow access to a fixed route boarding point. An estimate of maximum reasonable walking/wheeling distance should be provided based on this observation.
3. Stepping up and down on a 6" curb.
4. Walking or wheeling on an ADA compliant curb-cut (going up and down).
5. Navigating slight and moderately uneven surfaces.
6. Using the Tinetti Gait and Balance or similar tests to make a determination of the applicant's ability to stand and wait for up to 10 minutes at a bus stop without a bench.
7. Street crossing ability.
8. Getting to a seat or a wheelchair securement location.
9. Sitting and standing from a seated position.
10. Handling and manipulating cash.



b. Cognitive Functional Assessment

If an applicant has a cognitive disability Contractor may require the applicant to participate in a cognitive functional assessment. Contractor will choose, based on the applicant's claimed disability and interview results, and utilize one or more of the following tools/tests (or VTA-approved equals) to evaluate an applicant's cognitive functional skills:

1) The Functional Assessment of Cognitive Transportation Skills ("FACTS") *

This FACTS test allows Contractor to accurately assess the abilities of persons with intellectual/ developmental disorders to use fixed route bus service. It also provides useful information about the abilities of persons with other types of cognitive disabilities, e.g. dementia and traumatic brain injury. Specifically, this test:

- a) Evaluates general orientation skills,
- b) Evaluates specific bus travel skills,
- c) Evaluates community safety skills, and
- d) Simulates a single bus trip and then a bus trip involving transferring to another bus.

*Note: The FACTS test was developed and validated by Easter Seals Project ACTION. This tool has been validated to accurately assess the abilities of persons with intellectual/developmental disorders and other cognitive disabilities to ride the fixed route bus service.

2) The Mini Mental Status Exam ("MMSE"). The MMSE allows Contractor to determine the cognitive function of applicants with certain conditions, specifically to assess the general cognitive ability of persons with:

- a) Dementia,
- b) Schizophrenia,
- c) Personality disorder with drug/alcohol abuse, or
- d) Neurosis.

3) Assessment of persons with vision disabilities, psychiatric disabilities, and seizure conditions.

For applicants with vision disabilities, seizure conditions, and other disabilities/health conditions that cannot be readily assessed in a limited observation, Contractor shall develop an alternate eligibility determination. Possible methods of an alternate eligibility determination include but are not limited to:



- a) Information provided by the applicant and the health professional listed on the Data Card form
- b) Information from the applicant and observations from the in-person interview
- c) Information obtained from the follow-up with health professional(s) identified by the applicant as being familiar with the applicant and his/her functional abilities

c. Alternate Assessment Protocol

Contractor may propose its own testing protocols to assess the functional abilities of an applicant. Testing protocols must be shared with VTA and requires VTA approval as part of this solicitation. Contractor should be able to assess through its proposed protocols, at a minimum, the applicant's functional and cognitive abilities to perform the various skills necessary to take a trip on public transit independently, including but not limited to the ability to:

- 1) Get and remember transit system information
- 2) Walk/wheel to and from transit stop/station
 - Throughout area-up to $\frac{3}{4}$ miles
 - Over various surfaces
 - Over various terrains
 - Up/down curbs
 - Cross streets of various widths and with various controls
 - Find a way in familiar and unfamiliar settings
- 3) Enter and exit transit stations
 - Flights of stairs
 - Elevators and escalators
 - Navigating complex stations
- 4) Wait at a stop/station for transit vehicle with and without benches/shelters
- 5) Locate and recognize bus/train to take single route and multiple routes with transfers
- 6) Board and exit vehicle
 - Inaccessible vehicles
 - Accessible vehicles (lift, ramp)
- 7) Pay fare
- 8) Get to seat/securement area
- 9) Ride seated or standing position
- 10) Recognize destination
- 11) Signal for stop
- 12) Perform above tasks in various weather and environmental conditions
- 13) Handle unexpected situations
- 14) Remain safe when traveling alone (related to personal judgment and safety skills, not general public safety)



- 15) Wheelchair/scooter scale - ability to weigh all the mobility device and occupant (total combined weight must be under 700 lbs.)

5. MEDICAL VERIFICATION

See Section B.i.3. MEDICAL VERIFICATION.

6. APPLICANT NOTIFICATION LETTER

See Section B.i.4. APPLICANT NOTIFICATION LETTER.

7. APPEALS

See Section B.i.5. APPEALS.

8. RECERTIFICATION

Once a non-temporary category customer has gone through an initial Model B assessment, he or she must recertify after four (4) years (by participating in steps 1-7 above) to continue to receive service. Contractor shall identify these customers and send each person a Data Card prior to their certification expiration date. The Data Cards must be completed by the customer with a medical waiver including their health care provider information and must be mailed to VTA Headquarters. Contractor shall use the Data Card to help determine eligibility. If Contractor cannot determine eligibility based on the information provided in the Data Card, Contractor shall contact the recertification applicant and inform him or her that he or she must go through the recertification process in person. Contractor will follow all the steps outlined above in Model B for all applicants going through an in-person recertification review.

During an applicant's initial assessment, he or she may receive "renewal by mail" status depending on the nature of his or her disability. Contractor shall complete a follow up with applicants that have renew by mail status every four (4) years to confirm applicant's contact information such as address and phone number, and that their functional ability has remained the same. However, if recertifying applicants with renew by mail status indicate their functional ability has potentially improved, they may be subjected to participate in the Model B in-person assessments as detailed above.

iii. DOCUMENTATION OF CERTIFICATION PROCESS

1. Documentation of Certification Process

Contractor shall fully document the processing of each Data Card, assessment findings, determination of eligibility, denials, appeals, and/or incomplete applications. All Contractor documentation will be written or typed so that it can be easily read and understood by VTA staff, applicants, and VTA Appeal Hearing Board members. Contractor will upload documentation on a daily basis to VTA's Trapeze Certification



Module. Should information related to eligibility determination not be contained within the Trapeze Certification Module, Contractor shall transmit documents to VTA electronically and make all information related to eligibility available upon request by VTA.

VTA will conduct monthly internal reviews of completed determinations whereby VTA staff will review a sample of completed applications and eligibility determinations received from Contractor to ensure the forms are complete, properly documented, and the justification of the determination is clear and reasonable.

a. Trapeze Certification Module and Records

Contractor is responsible for making certain all information entered into the Trapeze Certification Module is true and accurate. The Trapeze Certification Module contains the following:

- 1) Customer ID number
- 2) Customer name, address, and telephone numbers
- 3) Customer's accessible format
- 4) Customer's primary language
- 5) Customer's representative's contact information (if any)
- 6) Customer's emergency contact information
- 7) Interview date
- 8) All applicable eligibility determination information, including whether eligible or ineligible, eligibility category, permanent/temporary eligibility status, conditional eligibility information, and/or trip-by-trip eligibility information
- 9) Customer's special needs
- 10) Customer's personal care attendant status
- 11) Eligibility expiration date and other essential information of the customer
- 12) The date the Eligibility Determination Letter, ID card, Paratransit Riders Guide, and other documents were issued and mailed or otherwise provided to the customer
- 13) Geo-coded Client Home and Favorite addresses

In addition, the Trapeze Certification Module contains data comparable to the data provided to the MTC RED, and the Contractor is responsible for keeping the MTC RED up to date with customer's eligibility status.

2. Detailed Documentation of Completed Evaluations

Contractor is responsible for the preparation and submission of a completed evaluation for each application processed and/or applicant interviewed. Each "completed evaluation" will include documentation of the full and complete answers to each pertinent evaluation question noted by Contractor conducting the analysis, the eligibility determination, and a detailed written explanation of the basis for the



Contractor's determination. This documentation may take the form of a checklist or other format which is developed by Contractor and subject to approval by VTA prior to implementation.

3. Retention of Files and Records

Contractor will retain each applicant's Data Card, licensed third party verification of disability authorization, disability information from physician or health care professional, if any, interview and functional assessment documentation, and related information. Any documentation received by the Contractor or stored in the Trapeze Certification Module will be retained by Contractor for a period of ten years, after which such documentation will be returned to VTA. Upon request from VTA, Contractor will make such records available for review and copying during normal business hours. Contractor must keep all documents containing personal information in a locked and secure location with limited staff access.

All applicant and customer records, files, documents, etc. are the property of VTA. VTA shall have access to all records, files, and documents, and such will be provided by Contractor to VTA at any time VTA requests it. Records must comply with VTA's record retention policy.

b. CUSTOMER ID CARDS

i. NON-PHOTO ID CARDS

Contractor is responsible for producing non-photo ID cards using a VTA-provided template, and Contractor shall provide at its own cost any and all equipment and supplies necessary for the non-photo ID card processing. Non-photo ID cards for all certified customers will be processed and available by Contractor for mailing and distribution in conjunction with their Eligibility Determination Letters, if relevant.

ii. PHOTO ID CARD

VTA will provide, at its own cost, Contractor with a photo ID printer machine but Contractor will provide the standard credit card size serialized photo ID card stock, with incorporated security measures such as embedded holograms for eligible customers who request a photo ID card. The photo ID will also indicate if the customer is approved for a Personal Care Attendant (PCA). Contractor shall print and mail any requested photo ID cards within 10 business days of the original request. The photo ID card allows customers to use VTA's fixed-route service for without charge. Should a photo ID be issued, Contractor shall upload the photo into the Trapeze Certification Module. Contractor must store all photo ID card stock in a secure environment.



iii. ID EQUIPMENT & SUPPLIES

The photo ID card generating equipment (including camera) used by Contractor and provided by VTA produces professional quality “credit card” size photo-realistic plastic ID cards, with full color and two-sided, edge-to-edge printing capability, with a protective overlay feature for increased durability. Basic paratransit program information, such as scheduling and dispatch telephone numbers will be printed on the back. Each customer’s ID number, expiration date, PCA icon (if applicable), and VTA logo will be printed on the front of the ID card. VTA will provide the photo ID card layout.

Contractor is solely responsible for providing and maintaining all equipment and software necessary to generate the non-photo ID cards. Contractor is responsible for card stock and ink associated with the non-photo ID card equipment.

iv. RE-ISSUING ID CARDS

Contractor will re-issue ID cards that have been lost or stolen consistent with established VTA policies and procedures on lost or stolen ID cards as referenced in the VTA ACCESS Paratransit Rider’s Guide.

C. FACILITY

i. EASTRIDGE PARATRANSIT FACILITY

VTA Paratransit Facility is located at 2240 Tully Rd. San Jose, CA 95122. The facility portion dedicated for eligibility services by VTA will include:

- a. Call center area with four cubicles in a private area
- b. A public lobby area with a reception workstation
- c. ADA accessible bathrooms
- d. Two large office
- e. Two small offices
- f. Small conference room

Should Contractor need additional space above and beyond what VTA is providing, Contractor will be fully responsible for that location and all equipment needed to make it functional. For this separate location, Contractor shall provide all furniture, furnishings, and equipment, and Contractor shall be responsible for all costs associated with the testing facility including, but not limited to, utilities, security, rent, maintenance, and insurance. The facility shall be fully and easily accessible to the disabled and in compliance with all ADA, California Title 24, and other State, County, and City accessibility requirements.



The separate facility is subject to prior approval by VTA and periodic inspection by VTA staff. If a facility is deemed by VTA to be inadequate, VTA may give Contractor notice in writing requiring the remediation of specified shortcomings or request securement of an alternate facility. Such notice will provide Contractor with a period of thirty (30) days to make such corrections unless the condition is one of public health or hazard, in which case a shorter period or immediate action may be required. In the event that Contractor identifies and moves to a replacement site, Contractor shall notify VTA in writing at least two calendar weeks prior to relocation.

ii. OFFICE EQUIPMENT AND SUPPLIES

VTA will provide an office desk and chair for all offices and the receptionist, chairs for the lobby area, and cubicle style setup furniture for the call center.

Contractor is responsible for keeping the facility clean and clutter-free at all times. Contractor is responsible for costs related to cleaning services, trash, and recycling services. Contractor will keep walls free of holes, marks and other damage. The Contractor is responsible for all costs associated with any repair resulting from Contractor's negligence. In the case of a repair resulting from the negligence of Contractor, VTA shall preform the repairs and deduct the cost of the repair from the most current unpaid invoice received from Contractor. Alternatively, with prior written approval from VTA, Contractor may be permitted to perform the repairs at its own expense. Any repairs so undertaken by Contractor must be performed to VTA's satisfaction. If said repairs are not performed to VTA's satisfaction, VTA reserves the right to perform the corrective repairs and deduct the cost from the most current unpaid invoice received from Contractor. VTA will make its determination of whether to allow Contractor to self-perform any repair shall be evaluated on a case-by-case basis, and such self-performance of repair by Contractor is only allowed with prior written approval from VTA. Contractor is responsible for simple facility tasks including but not limited to office and equipment moving, painting, and wall hangings.

As requested by VTA, Contractor shall make the facility available to VTA, as well as to any city inspectors, facilities contractors, fire department, and insurance inspectors at any time. Contractor is responsible for inventory and maintenance of property that meet VTA's policies and procedures.

Contractor is responsible for the provision of any and all office equipment and supplies needed for the conduct of services under the Contract not supplied by VTA including, but not limited to, copiers, facsimile machines, computer hardware and software, paper, stamps, and mobile telephones.

Contractor is responsible for the provision of any and all equipment necessary to conduct off site in-person functional and cognitive assessments, including, but not



limited to automobile(s) and their required services and fuel, visual aids, audio visual equipment, grip test devices, and mock-ups of bus steps and lift platforms.

Other forms and letters required for the efficient processing and documentation of the certification process will be developed by the Contractor in cooperation with and are, pursuant to the terms of the Contract, the property of VTA.

iii. COMMUNICATIONS SYSTEMS

Calls from applicants and existing clients will be received on VTA's telephone number at 408-321-2381 or, if needed, will be forwarded automatically to another designated telephone. Contractor is responsible for maintaining an open call center Monday to Friday from 8 am to 5 pm, excluding VTA's six major holidays.

In the event of outages or system downtimes during business hours that affect the Contractor's ability to answer incoming calls or provide service to clients, Contractor shall inform a VTA authorized representative within 15 minutes from the start of the outage.

1. Contractor Administrative Telephones

Contractor is responsible for the installation and maintenance of any telephone lines and equipment to support Contractor's administrative requirements that are above and beyond that provided by VTA.

a. Telephone Device for the Deaf ("TDD")

VTA shall provide TDD/Teleprinter ("TTY") support for the hearing impaired.

2. Facsimile Transmission

Contractor is responsible for all printer, fax, and copier-related consumables. For the purpose of expedient transmission of documents and other communications between Contractor and customers, Contractor must provide a universal copier that has the ability to print and fax or provide a stand-alone plain paper facsimile machine (fax machine). This FAX machine will be installed and operational no later than one week prior to initiation of services under this Contract and shall be promptly repaired or replaced in the event of equipment failure so that FAX service is reestablished within one business day.

iv. INFORMATION TECHNOLOGY AND EQUIPMENT

1. Information Technology ("IT") Services

VTA is responsible for providing and managing the manpower and resources needed to effectively and competently operate and maintain its own technology



assets, as well as the information and voice systems technology and data assets provided to the Contractor by VTA that are required to be used for the Contract as described within this Scope of Services.

Working with VTA's Project Manager, Contractor shall participate in strategic planning with other VTA representatives to address and plan future technology needs in the operation over the term of the Contract. It is the intent of VTA to continually upgrade existing technologies and introduce new technologies throughout the term of the Contract and any extensions thereof. Contractor shall cooperate and assist VTA in the planning, implementation, and assessment of technology activities and systems.

Contractor shall be responsible for all IT equipment provided by VTA. Contractor will inventory and account for all equipment at all times and shall return such equipment in whole at the end of the Contract term. Contractor will repair or replace any equipment that has been damaged due to Contractor negligence, misuse, or abuse. When such repair or replacement is needed, Contractor will notify VTA in writing and VTA must approve any repair or replacement.

2. Standard Business Software

Contractor is responsible for providing all software required for general administrative and business support of Contractor operations under the Contract if deemed necessary. Examples include Microsoft Office Suite 2007 (or newer) containing Microsoft Word, Microsoft Excel, Microsoft Access, and Microsoft PowerPoint. Contractor is responsible for providing the necessary desktop computers to host these applications or installing them on VTA supplied computers.

3. Information Technology Assets Provided by VTA

a. Cable Plant for Local Area Network ("LAN")

The Paratransit Operations and Maintenance Facility will be wired for LAN applications, including VTA standard 5 twisted pair and fiber optic cabling. Secured distribution rooms exist to host network, server, and an Uninterruptible Power System(s) ("UPS") in support of LAN applications. VTA will have full access to these facilities. For security purposes, access to these rooms is restricted and limited to assigned individuals approved by VTA. Contractor shall ensure these rooms are secured at all times. Access as needed for installations and repair technicians must be requested through the centralized VTA Help Desk in advance of the technician's arrival on site.



b. Computer Server Hardware

VTA shall supply server computer hardware in support of the software applications that are required to be housed locally at the VTA Paratransit Operations and Maintenance Facility.

c. Networking Gear

VTA shall supply networking gear (VTA standard routers and switches) to support a segment of the VTA network at the VTA Paratransit Operations and Maintenance Facility needed to support the application access described herein. VTA shall manage and maintain this networking gear.

d. Wireless Area Network (“WAN”) Communications

VTA shall supply and manage WAN communications between VTA’s headquarters in San Jose, CA, and the VTA Paratransit Operations and Maintenance Facility in the form of a dedicated circuit.

e. Voice Communication Systems

VTA shall supply and manage voice communications between VTA headquarters in San Jose, CA, and the VTA Paratransit Operations and Maintenance Facility. The centralized VTA Help Desk will be used for requesting VTA support for repairs and changes of voice systems hardware, software, and applications located at 3331 North First Street, San Jose, CA 95134. Contractor is responsible for on-site Move, Add, Change (“MAC”) telephone, voicemail, call recording, and Configure Change Management (“CCM”) tasks, including VTA Help Desk activity and VTA Call Center systems support.

f. System Software Licensing

Contractor will operate two major VTA-owned systems: Trapeze PASS and Trapeze Certification (see section C.iv.3.h. Software below for more information).

g. Oracle Database Licensing

VTA shall provide the licensing for the Oracle database software required for the Trapeze software systems.



h. Software

Contractor will use the following software applications (provided by VTA) to provide eligibility certification service and customer comment processing:

i. Trapeze Certification (CERT) Module

Trapeze Certification (CERT) is VTA's software to track client applications and the eligibility certification process. VTA shall provide all required licenses, including workstation licenses, for Contractor's use.

ii. Other Software Assets

At VTA's direction, the Contractor will be required to learn and use additional software applications relevant to the Contract that will be maintained and managed by VTA.

Contractor will provide and manage all other IT assets needed to support its operations under the Contract. Contractor will perform its Services pursuant to standard IT practices and functions that result in safe, reliable, secure, and efficient IT services.

iii. Future IT Assets

As a practice, VTA provides for annual software and hardware maintenance agreements and license updates with the appropriate firms for assets that are deployed during the Contract period.

iv. SECURITY

Contractor shall employ rigorous security practices, including but not limited to processes and procedures to ensure a safe computing environment that protects Contractor's and VTA's respective network and IT assets.

Contractor acknowledges and agrees that VTA software and documentation is confidential, proprietary material of VTA. Contractor will not copy, sell, transfer, publish, or disclose VTA's software or documentation, or otherwise make VTA software or documentation available to any person or entity other than Contractor, its employees, and agents. Contractor shall take all necessary and appropriate action against any person or entity violating or threatening a violation of these restrictions and shall immediately provide written notice thereof to VTA.



Contractor shall not, without VTA approval, remove confidential customer data from the VTA ACCESS Paratransit Operations and Maintenance Facility on any device, including but not limited to laptop computers, recordable media, portable hard drives, or Universal Serial Bus (“USB”) thumb drives. Contractor shall make it a priority to protect the confidentiality of all customer data.

Contractor shall maintain logs of all changes made to IT assets provided by VTA which are operated and managed by Contractor. Logs must be made available to VTA upon request. At all times Contractor shall maintain an accurate inventory of VTA IT assets deployed pursuant to the Contract.

All documentation, electronic or otherwise, developed by Contractor to support routine operations under the Contract which are not proprietary property of Contractor or developed solely by Contractor shall be the property of VTA. Contractor shall maintain an inventory of such documentation which will be subject to periodic audit by VTA.

D. STAFFING REQUIREMENTS

Contractor will provide VTA with a staffing plan which will include: the number of employees assigned to the Contract; an organizational chart of Contractor’s organization; the resumes of all employees assigned to the Contract; and the names and contact information of the Program Manager (see below Section D.i. PROGRAM MANAGER). Contractor shall ensure necessary management and personnel with the required expertise to ensure efficient operation of the eligibility certification program. Contractor shall conduct criminal history background checks as required by the Department of Justice for all staff who will have direct or indirect contact with program participants. Live Scan electronically transmitted fingerprints must be submitted through the California Department of Justice before employees can be hired to fulfill the requirements of this Contract. VTA will be the recipient of the Live Scan results. VTA may require a higher level of clearance in the future which may require employees to update their Live Scan information.

Contractor shall provide the necessary management and staff to satisfy the requirements of this Scope of Services. The following management and staffing requirements are minimums and Contractor shall exceed these where necessary to perform the Services under the Contract. Proposed changes in key personnel and/or job duties are subject to prior review and approval by VTA.

i. PROGRAM MANAGER

The Program Manager is the person in charge of all management and day-to-day operations of Contractor. The Program Manager must maintain consistent and sufficient



contact and communication with VTA staff. The Program Manager must be 100% dedicated to this contract and on site at VTA's Eastridge Paratransit Facility. Contractor shall not replace Program Manager without written consent and approval from VTA. Contractor shall submit a resume and reference checks to VTA for any proposed replacement candidate and VTA shall require an interview and approve the proposed replacement candidate prior to his or her assignment under the contract.

The Program Manager shall demonstrate, by decision and action, competency in all aspects of VTA's ADA eligibility certification process. The Program Manager must be knowledgeable about ADA rules, regulations, and compliance regarding paratransit eligibility and certification. The Program Manager will function as supervisor of all Contractor staff assigned to VTA's Contract.

The responsibilities of the Program Manager include, but are not limited to, the following:

- 1) Ensuring availability of a responsible individual with decision-making authority during the hours of 8:00 am PST to 5:00 pm PST, Monday through Friday, excluding VTA holidays.
- 2) Recruitment, selection, hiring, and training of appropriate staff to satisfy the requirements of this Scope of Services.
- 3) Assignment of personnel to perform the tasks specified in this Scope of Services.
- 4) Identification and establishment of in-person assessment location(s), if necessary, as specified herein.
- 5) Administration of the eligibility certification process, including the review of applications, scheduling and carrying out of in-person interviews, preparation of correspondence to applicants, and documentation of certification findings and the basis for recommended determinations.
- 6) Attendance at any meetings that VTA requires and regular meetings with the Committee for Transportation Mobility and Accessibility ("CTMA").
- 7) Preparation and submission of Contractor's monthly invoice for certification services, monthly reports, and other reports as may be requested by VTA.
- 8) Working collaboratively with VTA staff to develop any improvements to VTA's ADA eligibility certification process as determined appropriate to ensure an effective and efficient process.

ii. CERTIFICATION STAFF

Contractor shall employ Physical Therapist, Psychologist, Licensed Occupational Therapist, Board Certified Behavioral Analyst, or Allied Healthcare Professional as agreed and approved by VTA. This qualified staff is necessary to meet the requirements specified herein for the administration and conduct of VTA's ADA eligibility certification process.



Contractor personnel assigned to administer and conduct VTA's certification process must have the appropriate education, licensing, certification, and experience to perform the functions of their assigned positions, including but not limited to:

- 1) Related experience with the functional assessment of individuals with disabilities along with experience working with individuals with disabilities;
- 2) Supervisory experience as appropriate to their job assignments;
- 3) Familiarity with VTA ACCESS paratransit services and the functional abilities needed to use the public transportation services;
- 4) Ability to work well with the elderly and individuals with disabilities;
- 5) Strong written and oral communications skills;
- 6) Knowledge of ADA complementary paratransit regulations, including but not limited to, the regulatory definition of ADA paratransit eligibility; and
- 7) Thorough familiarity with VTA's ADA paratransit eligibility certification process and competence in making determinations of ADA eligibility in compliance with federal, state, county, and VTA regulations and policies.

iii. ATTIRE

Contractor's staff shall be professionally attired when in a position to meet or interface with VTA staff or VTA ACCESS Service applicants. VTA retains the right to approve, in advance, any uniforms or dress standards applicable to Contractor staff assigned to VTA's program.

iv. TURN-OVER

Contractor shall take appropriate steps and actions to minimize the turnover of employees assigned to the Contract and to minimize the impact of such turnover if it should occur.

v. REMOVAL OF EMPLOYEES

VTA may require that any Contractor employee assigned to perform Services under the Contract be removed from work under the Contract. VTA may require immediate removal if, in its determination, this is warranted by the circumstances. VTA will provide Contractor's Program Manager written notice of any employee determined to be unsuitable, along with documentation as to the basis for this determination. Unless VTA is requiring immediate reassignment, within 5 business days of receipt of such notice Contractor shall either (1) propose to replace the employee or (2) present to VTA a plan for correcting the employee's performance deficiencies within 10 business days thereafter. If Contractor chooses the latter and if either VTA rejects the plan in VTA's sole discretion or the employee's performance deficiencies are not corrected to VTA's satisfaction within 10 business days, Contractor shall immediately replace the employee.



vi. LANGUAGE ASSISTANCE and ACCESSIBILITY

All Contractor staff assigned to VTA’s project must have strong oral and written communications skills. Because of the linguistic diversity of Santa Clara County, the Contractor should hire multilingual staff who speak non-English languages commonly spoken in VTA’s service area. The languages most frequently encountered are Spanish, Vietnamese, and Chinese. The Contractor shall be prepared to provide language assistance to customers who speak languages other than English and other the non-English languages most frequently spoken in VTA’s service area. The Contractor shall not rely on friends or family members to interpret information for customers, as they may not be familiar with the terminology used during the certification process. Contractor will have access to bilingual staff, either in person or via telephone, or may contract with a certified third-party vendor to provide both written and verbal translations to meet the needs of the program.

The Contractor shall not delay any aspect of the eligibility determinations process because of the need to hire interpreters or translate documents. Additionally, the Contractor shall not delay any aspect of the certification process because documents need to be made in formats accessible to persons with disabilities.

vii. APPLICANT SAFETY

Applicant safety is paramount throughout the eligibility determination process. Contractor will err on the side of the applicant’s safety in all decisions related to the conduct of functional assessments. Contractor will have the skills and training to determine which types of assessments are appropriate and safe given the information provided by applicants. Contractor will also have the skills and training to recognize any signs of distress and will discontinue assessments and take immediate action to protect the safety of applicants. During assessments, Contractor will have the appropriate technology to be in immediate contact with VTA staff and with emergency services if needed. Contractor will prepare a safety plan that details appropriate policies and procedures for handling possible emergencies that may occur during the ADA eligibility determination process. Contractor will submit the safety plan to VTA prior to testing or implementation.

viii. CONFIDENTIALITY

Contractor shall ensure that its employees respect and protect the privacy of all applicants/customers. Information about applicants/customers will only be shared by Contractor with appropriate VTA staff involved in making determinations of eligibility or those involved in the appeal process. The information will be disclosed by Contractor only as necessary for purposes directly related to making eligibility determinations. Contractor is responsible for compliance with all applicable California State and Federal laws and regulations relating to confidentiality of applicant/customer information, including the Health Insurance Portability and Accountability Act of 1996 (“HIPPA”), as applicable. Confidentiality issues and requirements will be a part of all Contractor



employee training and all Contractor employees will be required to sign a confidentiality policy approved by VTA. Contractor will also protect and keep confidential all files pertaining to applicants. Contractor is responsible for shredding any documents with personal identifiable information.

ix. TRAINING OF CERTIFICATION STAFF

Contractor is responsible for all training of Contractor staff. Contractor shall develop and provide a paratransit certification review and determination training program sufficient to meet the Americans with Disabilities Act and Contractor staffing requirements as stated under Section D.ii. Certification Staff. Contractor's training program must be reviewed and approved by VTA staff prior to implementation.

Prior to assignment to VTA's project under the Contract, each Contractor employee must receive, at a minimum, the following training:

- a. Contractor's training program as described above;
- b. Orientation by Contractor on VTA ACCESS services, policies, and procedures;
- c. Training in empathy and sensitivity issues regarding working with individuals with disabilities;
- d. Training on how to defuse anxious, hostile, or violent behavior when working with individuals with Autism or psychiatric disorders.

On an annual basis, Contractor shall permit VTA staff to attend and participate in Contractor's training program for application review/eligibility determination conducted for their own staff as described above at no additional cost to VTA. Contractor will make its best efforts to ensure the training is conducted locally for VTA staff to minimize travel costs.

x. ATTENDANCE AT MEETINGS

Contractor's Program Manager and, as appropriate, designated Contractor staff shall attend meetings with VTA on a regular basis to review the ADA certification process, review Contractor's performance, identify areas for analysis and improvement, and to effect training of and coordination between VTA and Contractor staff.

Regular meetings intended to facilitate coordination between VTA and Contractor will include:

- a. Monthly Certification Meeting of the Contractor's Program Manager with VTA
- b. Bi-Monthly Committee for Transportation Mobility & Accessibility meetings
- c. Monthly Coordination Meeting of VTA and Contractor staff
- d. Bi-Monthly Paratransit Leadership Meeting

In addition to these regular meetings, Contractor's Program Manager will attend and



participate in other meetings relating to VTA's ADA certification process as requested by VTA. The locations and times of these meetings will be determined by VTA.

E. MONTHLY REPORTING REQUIREMENTS

Contractor will prepare a Monthly Certification Report and submit it to VTA with the monthly invoice on or before the 10th business day of the following month.

The Monthly Certification Report will include, at a minimum, the following information:

- a. The data on completed determinations and applications.
- b. The number of telephone assessments conducted by month.
- c. The number of in-person assessments conducted by location during the month.
- d. A listing of applicants who were no-shows and any cancellations during the month by date of no-show or cancellation.
- e. A daily roster of individuals for whom an eligibility determination was completed during the month, listing the following data:
 - 1) Applicant name
 - 2) VTA identification number
 - 3) Date of completed determination
 - 4) Eligibility Status
 - 5) Disability code
 - 6) Assessment type
 - 7) Testing location for in-person assessments
 - 8) Name of Contractor's employee who completed the determination
- f. Other data and reporting may be requested by VTA at any time. Modifications and additions to the recommended reporting may be proposed by Contractor and are subject to approval by VTA.

In list of re-certified customers to the ADA Paratransit Operations provider to manage subscriptions on a monthly bases. addition to the monthly reporting requirements to VTA, Contractor will prepare and submit a

F. CUSTOMER SERVICE

All applicants and other individuals contacting Contractor for the purpose of wishing to make a comment on the VTA ACCESS Service eligibility certification process will be referred by Contractor staff to VTA's Customer Service department at (408) 321-2300. Comments received by VTA Customer Service will be tracked and forwarded to the Regional Transportation Services ("RTS") Department and, if appropriate, sent to Contractor for investigation and response. Customer service responses must be resolved and returned to VTA, in writing, within five (5) business days of Contractor receiving the customer comment.



G. CALL CENTER

i. TELEPHONE SUPPORT SYSTEM

Voice telephone services are provided by VTA for phone interviews, eligibility scheduling, general information, and other service inquiries. The phone number for these telephone services will be owned and provided by VTA.

Telephone calls will be handled by an Automatic Call Distribution Network (“ACDN”) system that gives the caller a choice among options depending upon the purpose of their call; the ACDN will track telephone volume and disposition. The management and operation of the VTA Paratransit Operations and Maintenance Facility will require voice, telephone device for the deaf, and computer data networked services.

ii. VTA RESPONSIBILITIES

VTA shall provide the telecommunications services listed below for the VTA Paratransit Operations and Maintenance facility:

- 1) Access to the Customer Relationship Management (CRM) system, which provides the Call Center Automatic Call Distribution (“ACD”) application-based call routing to multiple skillsets (queues) and agent assignments. This system provides the supervisor and agent ID profiles/skillset assignments, as well as real-time and historical reporting. Contractor is responsible for adding, changing, and removing supervisor agent/agent ID’s, dynamically assigning agents to skillsets, and other administrative tasks such as running Call Center reports via access to this system. Initial “Train the Trainer” training for the CRM system will be provided by VTA at the River Oaks Administration location (3331 North First Street, San Jose, CA 95134) at the start of this Contract.
- 2) Agent and staff telephone sets. Replacements and additions shall be the responsibility of the Contractor. Only VTA-approved equipment may be used for such additions and replacements. Headsets shall be provided by Contractor.
- 3) Technician specific profile login to the Private Branch Exchange (“PBX”) and Call Center System for moves, adds, changes (MAC) activities. Contractor’s technician shall work with VTA to develop Call Center queues and routing, profiles, and skillset logins for Call Center agents and other aspects of creating a customized solution for this specific Call Center with oversight from VTA Telecommunications.
- 4) Technician specific profile login to Call Pilot Voicemail for the purposes of MAC changes, creating voicemail boxes and user logins, and any menu applications specific to the Call Center.
- 5) Inbound/outbound telephone and data lines networked to VTA’s River Oaks Administration Building sufficient to support VTA’s business needs. Support for such service shall be provided by VTA’s Technology department in coordination with VTA’s service contractors. Contact name, telephone, and cell numbers for the person



responsible for telecommunications and repair escalation services will be provided. Centralized VTA Help Desk will be used for reporting telephone line and circuit service issues. Repairs will be made by VTA on a “best efforts” basis.

- 6) Analytics or equivalent, and a digital voice recording system capable of recording all incoming service lines. Contractor shall be responsible for troubleshooting and MAC activity for this recording system. VTA shall provide a maintenance contract for warranty/repair services and provide upgrades as needed. For security purposes, Contractor access to Telephone Points of Entry and closets requires advance notice and approval by VTA’s Telecommunications Administrator. Centralized VTA Help Desk will be used for requesting such access.

Contractor is responsible for providing and installing, including all costs and ongoing charges, any additional frame-relay, point to point circuits, or other telephone/data utility service for Contractor’s needs unrelated to direct support under the Contract. Written approval from VTA’s Telecommunications Administrator is required for any installation of such service and equipment to VTA property.

iii. CALL CENTER VOLUME PLANNING

Contractor shall provide sufficient staff to handle the stated call volumes and peak periods such that average wait times for each month are less than 1.5 minutes (90 seconds) and the maximum wait time for each month is less than five (5) minutes.

Contractor agrees that its failure to meet the call center standard wait time at any point within the time periods or by the dates specified in the Contract, as such time periods or dates may be revised by change order, will result in damages being sustained by VTA. See Section G.iv. Call Center.

H. PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES:

Contractor agrees that its failure to complete the Services or any part thereof within the specified timeframes or by the dates specified in the Contract and as described below, as such time periods or dates may be revised by amendment, will result in damages being sustained by VTA. Since it is impractical and infeasible to determine the actual amount of such damage, it is further agreed that Contractor shall pay to VTA, as agreed, fixed and liquidated damages and not as a penalty, the amount specified hereunder (see below Sections H.i. – H.iv.) for each day of delay or failure to perform the Services or part thereof until such Services or part thereof is completed and accepted, and Contractor and its surety will be liable for the amount thereof.

VTA may deduct the sum of liquidated damages from progress or final payment(s) due under this Contract. VTA will use performance standards to monitor the services of the Contractor. Performance standards are included throughout the duration of this Contract to encourage high quality and effective services and in recognition of the ADA-required time parameters for processing ADA applications. Before making assessments of liquidated damages, VTA will use the following procedure:



- 1) VTA will notify the Contractor of its intent to enforce liquated damages and will provide details of the delay or failure to perform leading to such liquated damages.
- 2) Contractor will be given an opportunity to demonstrate that Contractor could not reasonably have prevented the delay or failure to perform. Delays or failures to perform caused by actions of VTA staff, natural disasters, or extreme and unusual weather or traffic conditions will be considered unpreventable. Any such claims must be supported by adequate documentation. If VTA determines that the delay or failure to perform was unpreventable, no liquated damages will be assessed.

For the initial 60 days of performance under the Contract, VTA will monitor performance of Contractor against the following performance measures to ensure that fair and appropriate standards have been established.

i. Contractor No-Show for Interview

Contractor is responsible for attending all scheduled appointments with applicants and customers. A Contractor “no-show” is defined as not being available for a scheduled appointment on the scheduled day.

Each Contractor no-show will result in liquated damages of \$200 per missed interview, enforced as described above.

ii. Timely Processing of Applications

Contractor must complete its processing of applications in compliance with ADA requirements to complete the eligibility determination process within 21 days (see “21-Day Rule” under Section A. DEFINITIONS and Section B.i. VTA’S MODEL A).

Failure to meet timely processing requirements will result in liquated damages of \$100 per late application per month, enforced as described above.

iii. Completed Documentation

Contractor must ensure that its documentation is true and accurate when submitting to VTA and using the Trapeze Certification Module. Evaluations not fully documented, or which require clarification will be considered incomplete. Failure to meet the completed documentation requirement will result in liquated damages of \$100.00 per incomplete application.

iv. Call Center

Failure to meet the timing standards stated in Section G.iii. CALL CENTER VOLUME PLANNING will result in liquated damages of \$1,000 for every thirty seconds of phone hold time after the first 90 seconds of phone hold time on a monthly



average, and will result in liquidated damages of \$100 for each wait time over five (5) minutes.

v. Program Manager Vacancy

If, during the course of normal employee turnover, Contractor's Program Manager position remains open for a period in excess of 30 calendar days, VTA will enforce liquidated damages of \$100.00 per day the position remains unfilled after the first 30 days of being unfilled.

I. ASSESSMENT VOLUME

There were 6,275 VTA ACCESS Paratransit Data Cards received for FY19, with 5,742 assessments conducted and 5,742 eligibility determinations made (see ATTACHMENT 6).

For FY2021, VTA's projected application volume (under both Model A and Model B) is approximately 523 Data Cards received each month.

VTA does not provide any guarantee regarding the volume or number of applications, calls, in-person assessments, or functional assessments that the Contractor will receive.

J. CONTRACT TRANSITION

A transition period is defined as the 45-day period prior to the Contract expiration date. Contractor shall participate in the smooth transition of paratransit eligibility certification services to a new contractor, in such a manner as to ensure the transition results in minimum disruption to the processing and completion of such certification determinations.

During the transition phase, VTA will conduct several meetings with Contractor and new certification contractor to discuss specific certification procedures, administration, records, and the timeframe in which the transition must occur. As requested by VTA, Contractor must participate in any meetings and must make pertinent records accessible to both VTA and the new contractor within three (3) days of VTA's request.



IX. ADMINISTRATIVE SUBMITTALS

Proposer must submit all forms and as part of the Proposal.

FORM 1. GENERAL INFORMATION

FORM 2. LEVINE ACT STATEMENT

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FORM 7. DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS

FORM 8. LOCAL FIRM CERTIFICATION



FORM 1. GENERAL INFORMATION

Instructions: Please complete this form and include in your Proposal. On a separate page, list all subconsultants; include company name, address, phone number and type of service.

Company Name			
Street Address			
City/State/Zip			
Phone No.		DIR No.	
DUNS No.		CAGE No.*	
Federal Taxpayer ID No.		NAICS Codes	

*Commercial and Government Entity (www.sam.gov)

POINT(S) OF CONTACT

<u>Primary</u>	
Name/Title	_____
Phone No.	_____
Cell Phone No.	_____
E-mail	_____

<u>Alternate</u>	
Name/Title	_____
Phone No.	_____
Cell Phone No.	_____
E-mail	_____

AUTHORIZED SIGNATORIES:

<u>Primary</u>	
Name/Title	_____
Signature	_____
E-mail	_____

<u>Alternate</u>	
Name/Title	_____
Signature	_____
E-mail	_____



FORM 2. LEVINE ACT STATEMENT

Prime Proposer and Subconsultants must submit a signed Levine Act Statement

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer, or alternate, of a local government agency from participating in the award of a contract if he or she receives any contributions totaling more than \$250 in the twelve (12) months preceding the pendency of the contract award, and for three (3) months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for elective office or on behalf of any committee in federal, state or local elections.

VTA's [Board members](#) and their alternates as of the date of this RFP are as follows:

Name	Title	Represents
Cindy Chavez	Chairperson	County of Santa Clara
Glenn Hendricks	Vice Chairperson	City of Sunnyvale
Magdalena Carrasco	VTA Board Member	City of San Jose
Charles "Chappie" Jones	VTA Board Member	City of San Jose
Lan Diep	VTA Board Member	City of San Jose
Sam Liccardo	VTA Board Member	City of San Jose
Raul Peralez	VTA Board Member	City of San Jose
Devora "Dev" Davis	VTA Alternate Board Member	City of San Jose
John McAlister	VTA Board Member	City of Mountain View
Adrian Fine	VTA Alternate Board Member	City of Palo Alto
Rob Rennie	VTA Board Member	Town of Los Gatos
Howard Miller	VTA Alternate Board Member	City of Saratoga
Larry Carr	VTA Board Member	City of Morgan Hill
Marie Blankley	VTA Alternate Board Member	City of Gilroy
Bob Nuñez	VTA Board Member	City of Milpitas
Teresa O'Neill	VTA Alternate Board Member	City of Santa Clara
Dave Cortese	VTA Board Member	County of Santa Clara
Susan Ellenberg	VTA Alternate Board Member	County of Santa Clara
Jeannie Bruins	Ex-Officio Member	Metropolitan Transportation Commission

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than \$250 to any VTA Board member or alternate in the twelve (12) months preceding the date of the issuance of this RFP?

No ___ Yes ___ Please identify the Board member or alternate: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than \$250 to any VTA Board member or alternate in the three months following the award of the contract?

No ___ Yes ___ Please identify the Board member or alternate: _____

Answering yes to either of the two questions above does not preclude VTA from awarding a contract to your firm. It does, however, preclude the identified Board member or alternate from participating in the contract award process for this contract.

Signature: _____

Firm Name: _____

Date: _____



FORM 3. EXCEPTIONS TO THE CONTRACT

This form shall include any exceptions the Proposer takes to the Contract, which includes the “Compensation, Invoicing and Payment” and “Indemnity and Defense of Claims” and “Insurance Requirements.” If Proposer takes no exceptions, check the field “Proposer takes no exceptions” below.

All exceptions to the Contract terms and conditions must be stated on this form and submitted with the Proposal. Proposer’s failure to take timely exception to VTA’s terms and conditions expressly waives Proposer’s right to challenge or request modification of such terms and conditions and is conclusive evidence of Proposer’s assent thereto.

Proposer takes exception to the following:

Section Reference		Disposition (For VTA Use Only)
*Insert proposed changes here		
Section Reference		Disposition (For VTA Use Only)
*Insert proposed changes here		

*Make copies of this page if necessary

“Proposer takes no exceptions”

Firm Name:

Name

Title

Signature

Date



FORM 4. COST PROPOSAL FORM

MODEL A

Proposers may provide pricing for either Option One or Option Two. Alternatively, Proposers may provide pricing for both Options. Proposers must be prepared to provide details of all proposed costs.

Under Model A an assessment (“Model A Assessment”) includes an over the phone interview, and a potential medical verification and/or functional assessment (in-person).

For Option One, state the Firm Fixed Rate per month, inclusive of all costs associated with providing the Services described herein as well as VTA’s estimated number of 5,742 assessments for new and recertifying applicants for FY2021. Include any possible Model A Assessment increases up to 10%.

1. OPTION ONE: FIRM FIXED RATE PER MONTH

First Contract Year	Monthly Rate	# of Months	Annual Cost
First Year All Inclusive Cost	\$	x12	\$
Second Year All Inclusive Cost	\$	x12	\$
Third Year All Inclusive Cost	\$	x12	\$
Fourth Year All Inclusive Cost	\$	x12	\$
Fifth Year All Inclusive Cost	\$	x12	\$
5-Year Total Cost			\$

For Option Two, state the Firm Fixed Rate per Model A Assessment, inclusive of all costs associated with providing the Services described herein. Multiply the Cost per Assessment by VTA’s estimated number of 5,742 assessments for new and re-certifying applicants for FY2021 to calculate the Estimated Annual Cost.

2. OPTION TWO: FIRM FIXED RATE PER ASSESSMENT

First Contract Year	Cost per Model A Assessment	Estimated # Assessments/Year	Estimated Annual Cost
First Year All Inclusive Cost	\$		\$
Second Year All Inclusive Cost	\$		\$
Third Year All Inclusive Cost	\$		\$
Fourth Year All Inclusive Cost	\$		\$



Fifth Year All Inclusive Cost	\$		\$
Approximate 5-Year Total Cost			\$

MODEL B

Proposers may provide pricing for either Option One or Option Two. Alternatively, Proposers may provide pricing for both Options. Proposers must be prepared to provide details of all proposed costs.

Under Model B an assessment (“Model B Assessment”) includes an in-person assessment, and a potential medical verification and/or functional assessment (in-person).

For Option One, state the Firm Fixed Rate per Month, inclusive of all costs associated with providing the Services described herein as well as VTA’s estimated number of 5,742 assessments for new and recertifying applicants for 2021. Including any possible Model B Assessment increases up to 10%.

1. OPTION ONE: FIRM FIXED RATE PER MONTH

Contract Year	Monthly Rate	# of Months	Annual Cost
First Year	\$	x12	\$
Second Year	\$	x12	\$
Third Year	\$	x12	\$
Fourth Year	\$	x12	\$
Fifth Year	\$	x12	\$
4-Year Total Cost			\$

For Option Two, state the Firm Fixed Rate per Model B Assessment, inclusive of all costs associated with providing the Services described herein. Multiply the Cost per Model B Assessment by VTA’s estimated number of 5,742 assessments for new and re-certifying applicants for 2021 to calculate the Estimated Annual Cost.

2. OPTION TWO: FIRM FIXED RATE PER ASSESSMENT

Contract Year	Cost per Model B Assessment	Estimated # Assessments/Year	Estimated Annual Cost
First Year	\$		\$
Second Year	\$		\$
Third Year	\$		\$
Fourth Year	\$		\$



RFP S20114 ADA Paratransit Eligibility Certification

Fifth Year	\$		\$
Approximate 4-Year Total Cost			\$

Firm Name:

Name

Title

Signature

Date



FORM 5. LISTING OF MWBE PRIME AND SUBCONTRACTORS

Firm (Prime): _____ Phone: _____

MWBE: Yes No Age of Firm _____

Address: _____ Name & Title: _____

City, State, _____ Signature/ _____

Zip: _____ Date _____

Contract dollar value must exclude work performed by non-MWBE except materials or equipment purchased and used in this contract.

CREDIT FOR MWBE VENDOR of materials or supplies is **limited to 60%** of its expenditures for materials and supplies required under this Contract and obtained from a MWBE regular dealer. Credit for MWBE manufacturers is given at 100% toward the MWBE goal **only where the MWBE vendor manufactures or substantially alters the material prior to resale.**

CREDIT FOR MWBE BROKERS (Distributor or Representative) is limited to the fees and commissions of the amount paid. All other firms receive 100% credit, less work subcontracted by the MWBE to non-MWBE firms, towards the MWBE goal.

A MWBE must be certified or accepted as Certified by VTA. Refer to 49CFR Part 26.

Name & Address of Certified DBE	Certification Number	Agency Certifying	Age of Firm	Dollar Value Of Contract
1.				
2.				
3.				
4.				
5.				

Description of Work

1. _____

2. _____

3. _____

4. _____

5. _____



FORM 6. LISTING OF SBE PRIME AND SUBCONTRACTORS

Firm (Prime): _____ Phone: _____

SBE: Yes No Age of Firm _____

Address: _____ Name & Title: _____

City, State, _____ Signature/ _____

Zip: _____ Date _____

Contract dollar value must exclude work performed by non-SBE except materials or equipment purchased and used in this contract.

CREDIT FOR SBE VENDOR of materials or supplies is **limited to 60%** of its expenditures for materials and supplies required under this Contract and obtained from a SBE regular dealer. Credit for SBE manufacturers is given at 100% toward the SBE goal **only where the SBE vendor manufactures or substantially alters the material prior to resale.**

CREDIT FOR SBE BROKERS (Distributor or Representative) is limited to the fees and commissions of the amount paid. All other firms receive 100% credit, less work subcontracted by the SBE to non-SBE firms, towards the SBE goal.

A SBE must be certified or accepted as Certified by VTA. Refer to 49CFR Part 26.

Name & Address of Certified SBE	Certification Number	Agency Certifying	Age of Firm	Dollar Value Of Contract
1.				
2.				
3.				
4.				
5.				

Description of Work

1. _____

2. _____

3. _____

4. _____

5. _____

SBE GOALS ARE DETERMINED ON BASE PROPOSAL AMOUNT:

Total Contract Amount \$ _____

SBE Contract Amount \$ _____

SBE Contract Amount SBE Goal Achieved SBE Contract Goal

X 100 = Base Contract % %



**FORM 7. DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS
FOR
DATA COLLECTION REQUIREMENTS**

Proposer: _____

Proposer shall completely fill in the form below for each proposed subcontract for all subcontractors, suppliers of materials, subconsultants. Include all firms, regardless of ethnicity, gender or SBE or DBE status. Some information, such as ethnicity and gender is for information purposes only.

This form is to be completed and submitted with your Proposal.

Firm Name	City and State	Portion of Work or Proposed Item	Ethnicity*	Gender+	Estimated Dollar Amount of Subcontract

*A=Asian	*AI= Asian Indian	*B=Black	*C=Caucasian
*H=Hispanic	*NA=Native American	*O=Other	

+F=Female	+M=Male
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Total Proposed Amount: \$ _____

Amount to be subcontracted: \$ _____

Percent to be subcontracted: _____ %



FORM 8. LOCAL FIRM CERTIFICATION

1. The Proposer hereby certifies that it is ___ / is not ___ a local firm. A local firm is a firm that currently has its main office or a branch office with meaningful production capability located within Santa Clara County, or a firm that, upon award of the contract by VTA, will establish such a local office.

If a local firm, specify local address: _____

2. The Proposer hereby certifies that _____% of the dollar value of services to be rendered will be performed by the following local firms (including Proposer, if applicable):

Name of Proposer or Subcontractor	% of Dollar Value
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. The above-listed subcontractors are local firms as defined in paragraph 1 above, and are located at the following local addresses:

Subcontractor Name	Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Firm Name: _____

Name _____ Title _____

Signature _____ Date _____



EXHIBITS

EXHIBIT A SAMPLE CONTRACT

EXHIBIT A1 SCOPE OF WORK

EXHIBIT A2 COMPENSATION, INVOICING, and PAYMENT

EXHIBIT A3 RATE SCHEDULE

EXHIBIT A4 APPROVED SUBCONTRACTORS

EXHIBIT A5 INSURANCE REQUIREMENTS

EXHIBIT A6 SMALL BUSINESS ENTERPRISE REQUIREMENTS



**EXHIBIT A CONTRACT
BETWEEN
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
AND
CONTNAME
FOR
ADA PARATRANSIT ELIGIBILITY CERTIFICATIONS PROGRAM**

CONTRACT NO. S20114

THIS CONTRACT for professional services (“Contract”) is entered into between the Santa Clara Valley Transportation Authority (“VTA”) and Contname (“Contractor”).

- A. SERVICES TO BE PERFORMED:** Contractor shall furnish all technical and professional labor, and materials to perform the services described in Exhibit A1 (herein referred to as “Services”).
- B. TERM OF THIS CONTRACT:** The term of this Contract shall commence on the Effective Date (as defined in the signature block below) and continue for three (years) through December 31, 2023 (unless otherwise earlier terminated pursuant to the terms and conditions set forth herein).

VTA may, at its option, extend the term of the Contract for two [2] additional years (each an “Option Year”) as follows:

Option Year 1: 01/01/2024 – 12/31/2024

Option Year 2: 01/01/2025 – 12/31/2025

VTA may unilaterally exercise its Option Years by sending thirty (30) days written notice to Contractor.

- C. DAYS:** For purposes of this Contract, all references herein to “day” shall mean calendar day, unless specified otherwise. All references to “calendar day” shall mean any day, including Saturday, Sunday and all legal holidays. All references to “working day” or “business day” shall mean any business day, excluding Saturdays, Sundays and legal holidays.

- D. COMPENSATION:** Contractor shall be paid in accordance with Exhibit A2 for the Services.

Total compensation for the Services provided hereunder shall not exceed \$xx,xxx.00.

- E. PERFORMANCE OF THE SERVICES:**



1. Contractor represents that it is sufficiently experienced, properly qualified, registered, licensed, equipped, organized and financed to perform the Services.
2. Contractor shall perform the Services with the degree of skill and judgment normally exercised by firms performing services of a similar nature. In addition to other rights and remedies that VTA may have, VTA, at its option, may require Contractor, at Contractor's expense, to re-perform any Services that fail to meet the above standards.

F. ASSIGNMENT AND SUBCONTRACTS:

1. Contractor shall not assign or transfer this Contract or any portion thereof without the prior written consent of VTA. Additionally, Contractor shall not subcontract any part of its Services other than to those subcontractors that may be identified herein, if needed. Any assignment, transfer, change or subcontract in violation of this Contract shall be void.
2. Contractor shall be fully responsible and liable for the Services, products and actions of all subcontractors and suppliers of any tier, and shall include in each subcontract any provisions necessary to make all the terms and conditions of this Contract fully effective.

G. CHANGES: By written notice from VTA's Authorized Representative (as defined in Section L.1), VTA may, from time to time, order work suspension or make changes within the general scope of this Contract. If any such changes cause an increase or decrease in Contractor's cost to perform the Service or in the time required for its performance, Contractor shall promptly notify VTA thereof and assert its claim for adjustment within ten (10) days after the change is ordered, and an equitable adjustment shall be negotiated.

H. AUDIT AND RECORDS:

1. Contractor shall maintain, in accordance with generally accepted accounting principles and practices, complete books, accounts, records and data with respect to actual time devoted and costs incurred for the Services. Such documentation shall be supported by properly executed payrolls, invoices, contracts and vouchers evidencing in detail the nature and propriety of any charges. Such documentation shall be sufficient to allow a proper audit of the Services. All checks, payrolls, invoices, contracts and other accounting documents pertaining in whole or in part to the Services shall be clearly identified and readily accessible.
2. For the duration of this Contract, and for a period of three (3) years thereafter, VTA, its representatives and the state auditor shall have the right to examine and audit during Contractor's normal business hours the books, accounts, records, data and other relevant information to the extent required to verify the costs incurred hereunder where such costs are the basis for billings under this Contract.



3. Contractor shall report indirect costs in accordance with the cost principles contained in 48 CFR Part 31, and follow the uniform administrative requirements set forth in 2 CFR Part 200, as modified by 2 CFR Part 1201.
4. The provisions of this AUDIT AND RECORDS section shall be included in any subcontracts hereunder.

I. PROHIBITED INTERESTS:

1. **SOLICITATION:** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, VTA shall have the right to rescind this Contract without liability.
2. **INTEREST OF PUBLIC OFFICIALS:** No Board Member, officer or employee of the VTA during his or her tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
3. **INTEREST OF THE CONTRACTOR:** The Contractor covenants that, presently, Contractor, its officers, directors or agents, have no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree (or create an appearance of conflict) with the performance of the Services. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be knowingly employed.

J. TERMINATION AND SUSPENSION:

1. VTA may, by giving at least ten (10) business days' written notice to Contractor, terminate this Contract, or suspend performance hereunder, in whole or in part at any time for VTA's convenience. Contractor shall be compensated (i) in accordance with the terms of this Contract for the Services satisfactorily performed prior to the effective date and time of termination or suspension, or (ii) the minimum dollar amount stated herein, whichever is applicable. Contractor shall have no right to recover lost profits on the balance of the Services.
2. VTA, by written notice given to Contractor, may declare default in Contractor's performance of any term of this Contract, specifying with particularity the basis for such default. Contractor shall deliver a response thereto in writing to VTA within two (2) business days of receipt of the notice, setting forth a reasonable proposal to cure the default. If Contractor fails to deliver the foregoing response on time or fails to cure the default within ten (10) business days after receipt of the notice (or within such additional time the



Parties may agree upon in writing), VTA may elect to terminate this Contract for cause by serving written notice thereof to Contractor.

3. In the event of such termination for cause, VTA shall be relieved of any obligation of further payment to Contractor, including its obligation to procure the minimum dollar amount stated herein (if any), and may complete the remainder of the Services by itself, or by using an alternative, third party contractor. The additional cost to VTA for completing the Services shall be deducted from any sum due to the Contractor and the balance, if any, shall be paid to the Contractor upon demand. The foregoing shall be in addition to any other legal or equitable remedies available to VTA.
4. If, after termination for failure to fulfill Contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of VTA.

K. GENERAL PROVISIONS:

1. **OWNERSHIP OF DATA:** All drawings, specifications, reports and other data developed by Contractor, its assigned employees or subcontractors pursuant to this Contract shall become the property of VTA as prepared, whether delivered to VTA or not. Unless otherwise provided herein, all such data shall be delivered to VTA or its designee upon completion of this Contract or at such other times as VTA or its designee may request.
2. **CIVIL RIGHTS:**
 - a. **NONDISCRIMINATION:** During performance of this Contract, Contractor, its employees and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any person because of race, religious creed, color, sex, gender, gender identity, gender expression, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), genetic information, marital status, age (over 40), sexual orientation, or military and veteran status. In addition, Contractor and any subcontractor shall not unlawfully deny any of their employees family care leave or discriminate against such employees on the basis of having to use family care leave. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment.
 - b. **ADA Accessible Information and Communications:** Any and all deliverables provided by Contractor to VTA pursuant to the Contract must be prepared and delivered in a format that is accessible to individuals with disabilities, as required by (i) the American with Disabilities Act of 1990 (ADA); (ii) 28 CFR Parts 35 and 36; (iii) 49 CFR Part 37; (iv) Section 504 of the Rehabilitation Act of 1973, as amended; and (v) California's Unruh Civil Rights Act.



3. **GOVERNING LAW:** The laws of the State of California will govern these terms and conditions, as well as any claim that might arise between Contractor and VTA, without regard to conflict of law provisions.
4. **FORUM SELECTION:** Any lawsuit or legal action arising from this Contract shall be commenced and prosecuted in the courts of Santa Clara County, California. Contractor agrees to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.
5. **CONFIDENTIALITY AND DISCLOSURE:** Except as set forth in this paragraph, Contractor must not disclose to third parties any information, data, or materials that the Contractor obtains from VTA or otherwise learns of or is exposed to in the course of the performance of this Contract or information developed or obtained by Contractor in the performance of this Contract (“Confidential Information”). In addition, Contractor must not disclose or use any Confidential Information for any purpose other than the performance of the Services. Notwithstanding the foregoing, Contractor may disclose Confidential Information to third parties or use such information for purposes other than performance of the Services if: (1) VTA provides express written consent for such use or disclosure; (2) the information is known to Contractor prior to obtaining such information from VTA or performing Services under this Contract; (3) the information is, at the time of disclosure by Contractor, then in the public domain; (4) the information is obtained by or from a third party who did not receive it, directly or indirectly, from VTA and who has no obligation of confidentiality with respect thereto. In addition, Contractor may disclose Confidential Information if required to do so by court order. However, upon receipt of an order requiring such disclosure, Contractor must inform VTA as soon as practicable in order to allow VTA to challenge such order if it determines that such challenge is appropriate. For purposes of this Section, “third parties” do not include those employees or authorized subcontractors engaged in the performance of the Services.
6. **NONWAIVER:** Failure of VTA to insist upon strict performance of any terms or conditions of this Contract or failure or delay in exercising any rights or remedies provided herein or by law or its failure to properly notify Contractor in the event of breach or its acceptance of or payment for any Services hereunder shall not release Contractor from the representations or obligations of this Contract and will not be deemed a waiver of any right of VTA to insist upon strict performance hereof or any of its rights or remedies hereunder.
7. **SEVERABILITY:** If any of the provisions of this Contract (or portions or applications thereof) are held to be unenforceable or invalid by any court of competent jurisdiction, VTA and Contractor shall negotiate an equitable adjustment in the provisions this Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof will not be affected thereby.



- 8. INDEPENDENT CONTRACTOR:** In performance of the Services, Contractor will be acting as an independent contractor and not the agent or employee of VTA.
 - 9. ENTIRE CONTRACT:** This Contract constitutes the entire contract between VTA and Contractor relating to the subject matter hereof and supersedes any previous contracts, agreements, or understandings, whether oral or written.
 - 10. AMENDMENT:** Except as expressly provided herein, the provisions of this Contract cannot be altered, modified or amended except through the execution of a written amendment executed by VTA and Contractor.
 - 11. COMPLIANCE WITH APPLICABLE LAW:** In the performance of the Services, Contractor and its subcontractors shall comply with all applicable requirements of state, federal and local law. The provision of this paragraph shall be included in any subcontracts hereunder.
 - 12. DOCUMENTS AND WRITTEN REPORTS:** In accordance with Government Code § 7550(a), any document or written report prepared in whole or in part by nonemployees of VTA shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report if the total cost of the work performed by nonemployees of the agency exceeds five thousand dollars (\$5,000.00). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report.
 - 13. INCORPORATION OF EXHIBITS AND ATTACHMENTS:** All exhibits and attachments referenced in this Contract are incorporated herein by this reference.
- L. AUTHORIZED REPRESENTATIVES AND POINTS OF CONTACT:** The Authorized Representatives identified below, or assigned designees, have authority to authorize changes to the scope, terms and conditions of this Contract, as set forth herein.

1. AUTHORIZED REPRESENTATIVES:

VTA:

John Wesley White, Deputy Director & Chief Procurement Officer

3331 N. First Street, Bldg. B

San Jose, CA 95134-1927

John.White@vta.org

Contractor:

Name/Title

Company Name

Address

City/State/Zip

Telephone



Email

- 2. **NOTICES:** Notices shall be in writing and addressed to the Authorized Representatives at the addresses set forth above.
- 3. **POINTS OF CONTACT:** The Points of Contact listed below are authorized to communicate regarding contract matters, except in the case where correspondence regarding legal notices must be addressed to the Authorized Representatives.

VTA:

Lida Delos Santos, Contracts Administrator
 3331 N. First Street, Bldg. B
 San Jose, CA 95134-1927
Lida.Delossantos@vta.org

Contractor:

Name/Title
 Company Name
 Address
 City/State/Zip
 Telephone
 Email

- 4. Written notification to the other Party shall be provided, in advance, for changes in the name or address of the designated Authorized Representatives or Points of Contact stated above

M. INSURANCE: Contractor shall adhere to the insurance requirements set forth in Exhibit A5.

N. INDEMNITY AND DEFENSE OF CLAIMS:

- 1. Contractor must indemnify and hold harmless VTA, any public agencies within whose jurisdiction, on whose behalf, or on whose property the Services are being performed, any party VTA is contractually obligated to identify in this Contract as an indemnitee, and each of their respective Board of Directors, Board of Supervisors, Councils, individual board members, officers, agents, employees, and consultants (each, an “Indemnitee”; collectively, the “Indemnitees”) from any claims, liabilities, losses, injuries, damages, expenses, fines, penalties, liens, or fees and costs (including attorneys’ and experts’ fees and costs) (each a “Claim” and collectively “Claims”) arising out of, pertaining to, caused by, or in any way relating to the work performed under this Contract, including compliance or non-compliance with the terms of this Contract, by Contractor and/or its agents,



employees, or subcontractors, whether such Claims are based upon a contract, personal injury, death, property damage, or any other legal or equitable theory whatsoever.

2. Contractor agrees, at its own expense, and upon written request by VTA or any individual Indemnitee, to immediately defend any suit, action, proceeding, dispute, or demand brought against any Indemnitee founded upon, alleging, or implicating any Claims covered by Contractor’s indemnity obligation set forth above in subparagraph (1) immediately above and regardless of whether Contractor and/or any of its agents, employees, or subcontractors, was, in fact, liable. In the event a court of competent jurisdiction determines that any suit, action, claim, or demand brought against any Indemnitee was caused by the sole or active negligence or willful misconduct by VTA or its agents, servants, or independent contractors who are acting on behalf of VTA, VTA shall promptly reimburse Contractor for costs of defending the Indemnitees in such action incurred by Contractor, but only in proportion to the sole or active negligence or willful misconduct of VTA or its agents, servants, or independent contractors who are acting on behalf of VTA.
3. This indemnity and defense of claims provision will survive the expiration or termination of this Contract and remain in full force and effect.

O. BUSINESS DIVERSITY PROGRAM REQUIREMENTS: Contractor shall adhere to the Small Business Enterprise requirements set forth in Exhibit A6.

IN WITNESS WHEREOF, VTA and Contractor have executed this Contract as of the last date set forth below (“Effective Date”).

*Santa Clara Valley
Transportation Authority*

Contractor

Nuria I. Fernandez
General Manager/CEO

Name
Title

Date

Date

Approved as to Form

VTA Counsel



EXHIBIT A1 SCOPE OF SERVICES

(To be entered by VTA Contract Administrator)



**EXHIBIT A2 COMPENSATION, INVOICING and PAYMENT
FIRM-FIXED PRICE**

A. COMPENSATION: This is a firm-fixed price Contract with a maximum value of \$XX,XXX.00, (“Total Compensation Amount”), for which amount Contractor agrees to complete the Services defined in this Contract. The Total Compensation Amount includes Contractor’s total direct costs, indirect costs, and profit. No additional compensation will be paid without a written amendment to this Contract.

Contractor shall be paid in accordance with the payment structure below:

Option 1: Cost per Certification

Type of Service	Cost per Certification
Eligibility Certifications	

Option 2: Monthly Cost to Provide Certification

Type of Service	Monthly Cost per Certification
Eligibility Certifications	

B. INVOICING: Contractor shall invoice VTA on a monthly basis for partial payments corresponding to the percentage of work actually completed by Contractor.

1. PROGRESS PAYMENTS: The percentage of the Services completed shall be documented in a monthly progress report prepared by Contractor. Contractor shall also furnish such other information, as may be requested by VTA, to substantiate the validity of an invoice. At its sole discretion, VTA may decline to make full payment for any portion of the Services until such time as Contractor has documented, to VTA’s satisfaction, that Contractor has fully completed all of the portion of the Services billed for in the invoice. VTA’s payment in full for any portion of the Services shall not constitute VTA’s final acceptance of any or all of Contractor’s work.

2. INVOICE FORMAT: VTA shall pay Contractor on the basis of invoices submitted every month for that portion of the Services performed during the preceding month. Invoices shall be in a form acceptable to VTA and each invoice must include:

- Contract Number.
- Description of that portion of the Services performed.
- Percentage of Services completed.



- Total costs.

3. INVOICE SUBMITTAL: Contractor shall submit invoices by e-mail to the address listed below. Invoices shall be in a PDF, Word, or Excel format.

Email: VTAAccountsPayable@vta.org

4. Should VTA contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. VTA may, at any time, conduct an audit of any and all records kept by Contractor for the Services. Any overpayment uncovered in such an audit may be charged against the Contractor's future invoices and any retention funds.

C. PROMPT PAYMENT: VTA will pay Contractor within thirty (30) days after receipt by VTA of a proper, fully documented, invoice. Contractor shall pay subcontractors for satisfactory performance of any of the Services performed by subcontractors within fifteen (15) days of receipt of payment by VTA for such Services. Contractor agrees further to return retainage payments to each subcontractor within fifteen (15) days after the subcontractor's work is satisfactorily completed.



EXHIBIT A3 RATE SCHEDULE
Effective Date MM/DD/20YY

Identify the named key personnel, firm name, classification and labor rate. Provide the classification and labor rate for all your proposed staff.

Key Personnel:

Personnel Name	Classification	Direct Labor Rate	Home Office Overhead Rate	Field Office Overhead Rate	Profit (%)	Home Office Fully Burdened Rate	Field Office Fully Burdened Rate

Unnamed Personnel:

Classification	Direct Labor Rate	Home Office Overhead Rate	Field Office Overhead Rate	Profit (%)	Home Office Fully Burdened Rate	Field Office Fully Burdened Rate



EXHIBIT A4 APPROVED SUBCONTRACTORS



EXHIBIT A5 INSURANCE REQUIREMENTS

INSURANCE: Without limiting Contractor’s obligation to indemnify and hold harmless VTA, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, or employees, or subcontractors. The cost of such insurance must be included in Contract price. In the event of any material change in the Contract Scope of Services, VTA reserves the right to change the insurance requirements set forth herein. Contractor must furnish complete copies of all insurance policies, within three (3) business days of any request for such by VTA.

A. LIABILITY AND WORKERS’ COMPENSATION INSURANCE

1. Minimum Scope of Coverage: Coverage must be at least as broad as:

- a. Insurance Services Office General Liability coverage (“occurrence” form CG 0001), including Products/Completed Operations Liability. General Liability insurance written on a “claims made” basis is not acceptable.
- b. Insurance Services Office Business Auto Coverage, Insurance Services Office form number CA 0001, covering Automobile Liability, code 1 “any auto.” Auto Liability written on a “claims-made” basis is not acceptable.
- c. Workers’ Compensation insurance as required by the Labor Code of the State of California, and Employer’s Liability insurance.
- d. Professional Liability, including limited contractual liability coverage, covering liability arising out of any negligent act, error, mistake or omission in the performance of Contractor’s services under this Contract. This coverage must be continuously maintained for a minimum of two (2) years following completion of this Contract. This coverage may be written on a “claims made” basis, if so, please see special provisions in Section B.
- e. Cyber Liability (including network security coverage).

2. Minimum Limits of Insurance: Contractor must maintain limits no less than:

- a. General Liability \$2,000,000 limit per occurrence for bodily injury, personal injury, and property damage. If a General Liability or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit. This requirement may be satisfied by a combination of General Liability with Excess or Umbrella, but in no event may the General Liability primary policy limit per occurrence be less than \$2,000,000, unless Umbrella/Excess policies feature inception and expiration dates concurrent with the underlying General Liability policy, “Follow Form” coverage, and a “Drop Down” provision.



- b. Automobile Liability (including umbrella/excess liability): \$1,000,000 limit per accident for bodily injury and property damage. This requirement may be satisfied by a combination of Auto Liability with Excess or Umbrella, but in no event may the Automobile Liability primary policy limit per occurrence be less than \$1,000,000, unless Umbrella/Excess policies feature inception and expiration dates concurrent with the underlying auto liability policy, “Follow Form” coverage, and a “Drop Down” provision.
 - c. Workers’ Compensation and Employer’s Liability: Statutory Workers’ Compensation limits and Employer’s Liability limits of \$1,000,000 per accident.
 - d. Professional Liability: \$2,000,000 each occurrence/aggregate minimum limit per claim. This requirement may be satisfied by a combination of Professional Liability with Excess or Umbrella, but in no event may the Professional Liability primary policy limit per occurrence be less than \$2,000,000, unless Umbrella/Excess policies feature inception and expiration dates concurrent with the underlying professional liability policy, “Follow Form” coverage, and a “Drop Down” provision.
 - e. Cyber Liability: \$1,000,000 per occurrence.
3. **Self-Insured Retention:** The certificate of insurance must disclose the actual amount of any deductible or self-insured retention, or lack thereof, for all coverages required herein. Any self-insured retention or deductible in excess of \$50,000 (\$100,000 if Contractor is a publicly-traded company) must be declared to and approved by VTA. If Contractor is a governmental authority such as a state, municipality or special district, self-insurance is permitted. To apply for approval for a level of retention or deductible in excess of \$50,000, Contractor must provide a current financial report including balance sheets and income statements for the past three years, so that VTA can assess Contractor’s ability to pay claims falling within the self-insured retention or deductible. Upon review of the financial report, if deemed necessary by VTA in its sole discretion, VTA may elect one of the following options: to accept the existing self-insured retention or deductible; require the insurer to reduce or eliminate the self-insured retention or deductible as respects VTA, its directors, officers, officials, employees and volunteers; or to require Contractor to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Applicable costs resulting therefrom will be borne solely by Contractor. Contractor may request execution of a nondisclosure agreement prior to submission of financial reports.

B. CLAIMS MADE PROVISIONS (NOT APPLICABLE TO GENERAL LIABILITY OR AUTO LIABILITY): Claims-made coverage is never acceptable for General Liability or Auto Liability. Claims-made may be considered for Professional, Environmental/Pollution, or Cyber Liability. If coverage is written on a claims-made basis, the Certificate of Insurance must clearly state so. In addition to all other coverage requirements, such policy must provide that:



1. The policy must be in effect as of the date of this Contract and the retroactive date must be no later than the date of this Contract.
2. If any policy is not renewed or the retroactive date of such policy is to be changed, the Contractor must obtain or cause to be obtained the broadest extended reporting period coverage available in the commercial insurance market. This extended reporting provision must cover at least two (2) years.
3. No prior acts exclusion may be added to the policy during the contract period.
4. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

C. **OTHER PROVISIONS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability:

- a. VTA, its directors, officers, officials, employees and volunteers are to be named as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including VTA's general supervision of the Contractor; products and completed operations of the Contractor and its subcontractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage must contain no special limitations on the scope of protection afforded to VTA, its directors, officers, officials, employees, or volunteers. Additional Insured endorsements must provide coverage at least as broad as afforded by the combination of ISO CG 20 10 10 01 and CG 20 37 10 01.
- b. Any failure to comply with reporting provisions of the policies may not affect coverage provided to VTA, its directors, officers, officials, employees, or volunteers.
- c. Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. The General Liability General Aggregate limit must apply per project, not per policy.
- e. Products/Completed Operations Liability coverage must be maintained for a minimum of two (2) years following completion of this Contract.

2. All Coverages:

- a. The insurer must agree to waive all rights of subrogation against VTA, its directors, officers, officials, employees, and volunteers for losses arising from work performed by the Contractor and its subcontractors for VTA.



- b. Contractor's insurance coverage must be primary insurance as respects VTA, its directors, officers, officials, employees, and volunteers. Self-insurance or insurance that may be maintained by VTA, its directors, officers, officials, employees, or volunteers may apply only as excess to the Contractor's insurance. Contractor's insurance must not seek contribution from VTA's insurance program.

3. Other insurance provisions:

- a. The Certificate must disclose the actual amounts of all deductibles or self-insured retentions.
- b. If any coverage forms or endorsements required by this Contract are updated by their publishers, whether they be the insurance carrier(s), the Insurance Services office, or the American Association of Insurance Services, during the duration of this Contract, VTA reserves the rights to require the Contractor to procure said coverage forms or endorsements using the updated versions upon the next renewal cycle.

D. ACCEPTABILITY OF INSURERS: Insurance and bonds must be placed with insurers with an A.M. Best's rating of no less than A VII (financial strength rating of no less than A and financial size category of no less than VII), unless specific prior written approval has been granted by VTA.

E. CERTIFICATES OF INSURANCE: Contractor must furnish VTA with a Certificate of Insurance. The certificates for each insurance policy are to be signed by an authorized representative of that insurer. The certificates must be issued on a standard ACORD Form. The contractor must instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to Insurance.certificates@vta.org. All endorsements must be attached to the ACORD certificate in a single PDF document.

The certificates must (1) identify the insurers, the types of insurance, the insurance limits, the deductibles, and the policy term, (2) include copies of all the actual policy endorsements required above, and (3) in the "Certificate Holder" box include:

Santa Clara Valley Transportation Authority ("VTA")
3331 North First Street
San Jose, CA 95134-1906
Contract No. S20114

In the Description of Operations/Locations/Vehicles/Special Items Box, the VTA Contract number must appear, the list of policies scheduled as underlying on the Umbrella/Excess policy must be listed, Certificate Holder must be named as additional insured, and Waiver of Subrogation must be indicated as endorsed to all policies as stated in the Contract Documents.

It is a condition precedent to award of this Contract that all insurance certificates and endorsements be received and approved by VTA before Contract execution. No work may be performed until insurance is in full compliance. VTA reserves the rights to require complete, certified copies of all required insurance policies, at any time.



If the Contractor receives notice that any of the insurance policies required by this Exhibit may be cancelled or coverage reduced for any reason whatsoever, Contractor must immediately provide written notice to VTA that such insurance policy required by this Exhibit is canceled or coverage is reduced.

- F. MAINTENANCE OF INSURANCE:** If Contractor fails to maintain insurance as required herein, VTA, at its option, may suspend payment for work performed and/or may order the Contractor to suspend work at Contractor's expense until a new policy of insurance is in effect.



EXHIBIT A6 SMALL BUSINESS ENTERPRISE (SBE) REQUIREMENTS

A. MWBE POLICY:

1. It is the policy of VTA to ensure that Minority and Women Owned Business Enterprises (MWBEs), as defined in the VTA MWBE Program, have an equitable opportunity to participate in the performance of contracts and subcontracts financed with local funds. VTA has an 18% MWBE aspirational goal.
2. Contractor will use all reasonable efforts to ensure that MWBE firms have an equitable opportunity to compete for subcontracting work under this Contract.

B. SMALL BUSINESS ENTERPRISES:

1. It is VTA policy to ensure that Small Business Enterprise (SBE) firms, as defined in Federal Regulations at 13 CFR Part 121 and 49 CFR Part 26, have an equitable opportunity to participate in the performance of contracts and subcontracts.
2. In connection with its performance under this Contract, although there is no specified SBE goal, Contractor agrees to cooperate with VTA in attempting to meet VTA's overall 19% annual utilization of SBE firms. In this regard Contractor will use all reasonable efforts to ensure that SBE firms shall have an equitable opportunity to compete for subcontract work under this Contract.
3. VTA will monitor compliance with Contract requirements for SBE firms. Electronic submittal will be on a web-based online system (B2Gnow), accessed from any computer via the internet at the following website: <https://VTA.sbdbe.com>. Contractor will be notified via e-mail with instructions on how to utilize the system.
4. Contractor will be required to submit monthly SBE utilization reports electronically to the VTA Office of Business Diversity Programs. These reports will be submitted electronically by the Contractor and will document when payments are made to subcontractors and SBE firms.

- C. At the conclusion of this Contract, Contractor shall submit a final SBE utilization report electronically to the VTA Office of Business Diversity Programs at: OBDP@VTA.org by indicating a final audit where requested in the B2Gnow system.



ATTACHMENTS:

- | | |
|--------------|---|
| ATTACHMENT 1 | VTA PARATRANSIT SERVICE APPLICATION PROCESS |
| ATTACHMENT 2 | VTA PARATRANSIT SERVICE APPLICATION PROCESS |
| ATTACHMENT 3 | PERSONAL DATA CARD, CERTIFICATION AND AUTHORIZATION |
| ATTACHMENT 4 | EASTRIDGE FACILITY FLOOR PLAN |
| ATTACHMENT 5 | TRAPEZE CERTIFICATION STANDARD REPORT |
| ATTACHMENT 6 | ANNUAL TRANSIT OPERATIONS PERFORMANCE REPORT |

Y A ACCESS

Paratransit Services



Effective July 1, 2018
Shared Ride Public Transportation Service

ACCESS PARATRANSIT RIDERS GUIDE | Shared Ride Public Transportation

3331 N. First Street San Jose, CA 95134

Paratransit 408-321-2380

Eligibility Department 408-321-2381



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**Information in the VTA ACCESS Paratransit
Rider's Guide is subject to change.**

WELCOME TO VTA ACCESS PARATRANSIT

The Americans with Disabilities Act (ADA), a civil rights law enacted in 1990, requires transit agencies to make public transportation accessible to people with disabilities.

In accordance with the ADA, the Santa Clara Valley Transportation Authority (VTA) provides paratransit, an exterior door-to-exterior door service, to persons who are unable to independently use local bus or light rail services some or all of the time due to physical, visual or cognitive disabilities.

VTA's ADA paratransit is available during the same service hours and areas as local bus and light rail service.

VTA's paratransit service is operated through contractors. VTA provides direct oversight of contractors. The paratransit program has one contractor to manage the Eligibility Certification Process, and a separate contractor to provide the day to day operation including reservations, dispatch, and operators.

CONTACTING VTA ACCESS Paratransit

Address

VTA ACCESS Paratransit
3331 N. First St.
San Jose, CA 95134

Telephone Numbers

General Administration, Customer Service, Client Accounts & Eligibility 8:00 AM to 5:00 PM Weekdays (Closed Major Holidays)

VTA Customer Service	(408) 321-2300
VTA Customer Service TTY	(408) 321-2330
ACCESS Paratransit Mainline	(408) 321-2380
ACCESS Eligibility Department	(408) 321-2381
ACCESS Paratransit TTY	(408) 238-1001

Reservations Department - 8:00 AM to 5:00 PM (365 days a year) (408) 321-2380

Day Of Service Department - 5:00 AM to 8:00 PM (365 days a year)
Confirmations, Cancellations, Late Vehicles, Open Returns, Second Vehicles, and Same-Day Trip Requests
(408) 321-2380 or toll free at (800) 894-9908

Business Hours

VTA ACCESS Paratransit Administrative, Eligibility and Customer Service Departments are open Monday through Friday between 8am and 5pm and closed on weekends and major holidays (New Years, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas).

Online Information

Website	www.vta.org
E-mail	paratransit@vta.org
MyACCESS Online	myaccess.vta.org

MyACCESS Online 24 hours

Customers and authorized caregivers who wish to book, cancel, and monitor their paratransit trips online are encouraged to visit our watch MyACCESS Online Orientation at www.vta.org/paratransit.

Beginning August 1, 2018 customers may log into their MyACCESS Online account at myaccess.vta.org. Please call in to receive your password.

If you have additional questions you may email us at paratransit@vta.org with their name, phone number, client ID, your questions, and a representative will be in touch with you. MyACCESS Online gives you the ability to self-manage your trips from any device with internet access.

Please note customers can only book standard trips online, one to three days in advance. Trips for the following day must be booked before 5 pm. When booking trips during peak hours you may be prompted to call in. In order to avoid overlapping trips an hour in-between pick up windows is required.

It is the customer responsibility to accurately book and self-verify all trips booked online. Please check all trips the day before and make adjustments

if needed. If you book a future trip incorrectly you may cancel and rebook the trip, but to rebook the trip for the same day a premium service charges will apply.

We request customers to cancel trips at least two hours before the start of their pick up window. Once your trip is within two hours of the pickup window customer have to call in to cancel their trip.

The site will be unavailable during maintenance. We request your patience as we continue to develop this online tool.

Automated Telephone System

The Automated Telephone System is designed to give you quick and convenient self-service access to information and services. It will allow you to schedule a new ride, confirm, and cancel existing rides. Since the system is connected to our live database you can use the automated telephone system to check on your trip's estimate time of arrival and cancel trips 24 hours a day.

To set your favorite addresses and to begin using our automated telephone system please call us at 408-321-2380. During your call, you press zero to speak to a reservations, and ask to add frequently traveled locations to your client profile. You can save your work, doctor, and other favorite addresses. Before calling in, please have your addresses ready and remember what addresses you are saving so you can reference them when using the automated telephone system.

Please reference our Automated Telephone System Handout for additional information.

Access to MyACCESS Online and our Automated Telephone System is subject to termination at any time, in VTA's sole discretion, for the following reasons including, but not limited to, rider behaviors that endanger, threaten, or disrupt services including no-shows.

ELIGIBILITY CERTIFICATION PROCESS

To qualify for ADA Paratransit Service, customers must first apply for eligibility with the Santa Clara Valley Transportation Authority (VTA). Paratransit Eligibility Certification determines eligibility for complementary paratransit service operated throughout the Santa Clara County service area. The process determines which individuals are eligible to use ADA Paratransit Service for some or all of their trips and which individuals can be served by accessible fixed route bus and rail systems. Individuals who are interested in using ADA Paratransit service must apply and be found eligible according to ADA guidelines.

To apply for ADA Paratransit, please visit our website for an application or you are welcome to call the Eligibility Department at 408-321-2381 between 8:00 AM and 5 PM, Monday through Friday, to request a brochure and application. If you require assistance to complete the form please notify the Eligibility Department.

Customers must keep their address, telephone numbers, emergency contact, and mobility aid information current with the eligibility department to ensure quality service. If your mobility aid changes you are required to notify the Eligibility Department at which point your eligibility may be re-evaluated.

ADA paratransit eligibility is based on an individual's functional ability to independently use VTA bus or light rail and is determined by the following criteria:

Category 1 - Any person with a disability who is unable to board, ride, or disembark from an accessible vehicle without the assistance of another person (except for the operator of a lift or other boarding device).

Category 2 - Any person with a disability who needs the assistance of a lift ramp to board, ride or disembark from an accessible vehicle and an accommodating vehicle is not available or key stations have not been made accessible.

Category 3 - Any person with a disability who has a specific impairment-related condition that prevents the person from traveling to or from a bus or

light rail boarding and disembarking location.

Eligibility is not based on age, economic status, or inability to drive an automobile. Applicants should note that having a medical condition, use of a mobility device (i.e. wheelchair, scooter, etc.), or disability will not automatically qualify them for service.

Eligibility for Young Children

Eligibility is established as any individual with a disability who is unable to independently access or navigate fixed route bus and light rail, as the result of a physical or mental impairment (including a visual impairment), may be considered eligible for paratransit services. For young children who would not typically travel alone on bus or light rail, the abilities of the team (e.g., the child and parent/guardian) are considered rather than the independent ability of the child. If it is determined that it is not the child's disability preventing them from using bus and light rail, they will be considered ineligible for paratransit services.

Children who are granted eligibility must pay the standard fare, and all rules applying to adult riders also apply to children. Children traveling as companions must also pay the standard fare. If a child under the age of 8 who is less than 4 feet 9 inches in height is traveling on our service, you must provide the child's safety seat and you must properly secure the child in it in accordance with California law. Any child safety seat used on VTA ACCESS Paratransit must meet the state of California standards for a child of that age, height, and/or weight.

Applying for Paratransit Eligibility

The paratransit eligibility certification process begins with an informational brochure from VTA ACCESS Paratransit Eligibility:

(408) 321-2381 / (408) 321-2330 (TTY) / www.vta.org/paratransit

(408) 238-1015 (FAX)

<http://www.vta.org/getting-around/paratransit/accessibility-paratransit-service>

The informational brochure contains a one-page application to be filled out and signed. Brochures are available in English, Spanish, Chinese and

Vietnamese, and VTA ACCESS Paratransit provides language assistance to any individual in need of translation services.

All information about the process, materials necessary to apply for eligibility, notices, and determinations concerning eligibility are available in accessible formats upon request. Formats include, but are not limited to: audio, large print, Braille, electronic files emailed and sign language.

Two Step Application Process

Submit the signed one-page application by mail to VTA Eligibility Department or drop off to 3331 N. First St., San Jose, CA 95134 or by fax at (408) 238-1015. The signed application authorizes VTA ACCESS Paratransit to contact the applicant's physician or licensed third-party professional. Please note the Eligibility Department may contact your physician to verify your disability, but eligibility is not solely determined by your physician's recommendation.

Participate in a phone interview: VTA ACCESS Paratransit will call the applicant to review their application and conduct a phone interview to determine the applicant's paratransit eligibility. Translation and language assistance is provided.

Eligibility Determinations

The ADA paratransit eligibility application process may take up to 21 days to complete. Applicants will receive written notification of their eligibility determination, including specific information supporting the decision. If decisions take longer than 21 days to process, applicants who have submitted a complete eligibility application will be granted presumptive eligibility to receive services on the 22nd day until a determination is made.

Approved applicants enrolled as new paratransit customers will receive a non-photo ID card in their welcome packet to use as proof of eligibility including your expiration date. Customers are welcomed to request a photo ID, however, they are not automatically issued. To request a photo ID; please send a recent, photo with your name, date of birth and client ID number to paratransit@vta.org or by mail to VTA ACCESS Paratransit at 3331 N. First Street, San Jose, CA 95134. If you are not able to email or

mail a photo customers can come in person to River Oaks Lobby, located at 3331 N. First Street, San Jose, CA 95134 to have a photo taken. Please note your individual expiration date is printed on your card. Your card cannot be used past the expiration date.

Customers who are recertifying may continue to use paratransit services throughout the application process until a determination is made and through the appeals process. If approved customers may request an updated photo ID card. Please refer to Section VTA ACCESSIBLE BUS AND LIGHT RAIL SERVICES in this Rider's Guide for more information on using the photo ID card on accessible bus and light rail services.

APPEALS

ADA paratransit eligibility applicants may appeal eligibility denial, temporary eligibility and/or conditional eligibility determinations. Eligibility determination letters provide information on how to appeal if applicants do not agree with their determination. ADA paratransit eligibility applicants may appeal an eligibility denial, temporary and/or conditional determination. Applicants must submit their appeals to VTA ACCESS Paratransit Service by mail, email, or telephone within 60 days of the date on their eligibility determination letter.

VTA ACCESS Paratransit follows a simple 2 level eligibility determination appeal process:

- **Appeal Level 1** – An Administrative Review by VTA staff who were not involved in making the original denial.
- **Appeal Level 2**- An In-Person/ Functional Assessment is conducted by an Appeal Panel Committee or third party appeal vendor who were not involved in making the original determination. The Eligibility Department will contact the appellant to schedule the in-person/functional assessment within 2-3 business days once the first level appeal is complete.

VTA ACCESS Paratransit will inform an applicant about the outcome of their appeal in writing within 30 days after the completion of the in-person/functional assessment.

Eligibility Department to Request an Appeal

3331 N. First St.
San Jose, CA 95134

Phone: (408) 321-2380
TTY: (408) 321-2330

ADA Paratransit Visitor Eligibility **21 Day Visitors**

Visitors from outside the Nine-County San Francisco Bay Area (Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma) may use VTA ACCESS Paratransit services as described within this Rider's Guide for up to 21 days during any 365-day period, beginning with the visitor's first use of the service during the 365-day period.

Visitors are advised to call VTA ACCESS Paratransit Eligibility Department at (408) 321- 2381 before their visit to establish their ADA Paratransit eligibility. VTA ACCESS Paratransit will verify the visitor's ADA paratransit eligibility and inform the visitor on how to use the service. Visitors who need to use the ADA paratransit services for more than 21 days in a 365-day period, beginning with the visitor's first use of the service during the 365-day period, must apply for VTA ACCESS Paratransit eligibility.

Visitors may present information about their use of complementary paratransit service in the jurisdiction in which they reside. Other visitors who do not have such documentation may be asked to present documentation of residence, and if the individual's disability is not apparent, of his or her disability. Visitors are not required to apply for, or receive eligibility certification to use, VTA ACCESS Paratransit service before being able to use the service.

ADA Regional Eligibility

ADA paratransit eligible residents of the eight other San Francisco Bay Area neighboring counties are not considered visitors and may use VTA ACCESS Paratransit services as described within this Rider's Guide.

GETTING STARTED

Before You Reserve Your First Trip

Customers are encouraged to make an initial deposit into their VTA ACCESS Paratransit accounts by phone using their credit or debit card or by sending a check, with their ID number, payable to VTA at the following address:

**VTA ACCESS Paratransit
Client Account Department
3331 N. First St.
San Jose, CA 95134**

Customers who are interested in using a credit or debit card to make a deposit to their account may call the VTA ACCESS Paratransit Client Account Department at (408) 321-2380, or TTY at (408) 321-2330. Client Account Department is available Monday to Friday between 8 AM and 5 PM, and closed weekends and major holidays (New Years, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas).

An initial deposit of about \$25.00 is recommended but not required. You may begin your eligibility certification period with a zero balance. Please note trips fares are charged at the time of booking.

When paying by check please note if a check is returned by your bank you will be responsible for paying the \$12 returned check fees.

Maintaining Your Account

VTA ACCESS Paratransit will deduct the appropriate fare from customer accounts at the time the trip is booked. If a trip is cancelled or not taken the fare will be returned to your client account. See Section Summary of Fares and Service Charges. Customers cannot reach a negative account balance. Customers are required to have funds in their client account to pay for all pre-scheduled trips, and will not be able to book trips until their account has sufficient funds, including subscription trips, see Selection Subscription Service for further details. To ensure continued availability of services, customers are required to maintain a positive balance in their accounts. Non-compliance with the fare payment policy may result in VTA

ACCESS Paratransit placing a “hold” on the customer’s account until they make a payment.

Statement Requests

VTA ACCESS Paratransit reservationists state account balance information during each call. Customers may request account information by sending an email to paratransit@vta.org with your name and client ID. Please include either ‘Client Account Transaction History’ or ‘Ride History’ in the subject of the email. Customer may also make this request by phone at 408-321-2380 or by mail at 3331 N. First Street, San Jose, CA 95134.

1. Client Account Transaction History - displays deposits, credits, and fares deducted from your client account. Remember fares are deducted the day you book the trip and not the day the trip is taken. If a trip is not taken a fare credit will be applied the day of the trip.

2. Ride History - displays all the trips for the month by date.

Customers may question, contest, or provide additional information about trips that they missed by calling 408-321-2380 and speak to Client Accounts.

Account Closure

When a customer decides to discontinue use, or is no longer able to use the service, the customer or their designated representatives should contact VTA ACCESS Paratransit to close their account and withdraw any balances. Closing the account will terminate the customer’s eligibility of services. If a customer passes away, an authorized representative can provide a copy of the death certificate. A check will then be issued within 6-8 weeks to the account holder’s name. Unclaimed account balances are reported to the California State Controller in accordance with California Code of Civil Procedure §1300 et.seq.

RESERVING PARATRANSIT SERVICES

Reserve a Paratransit Trip

ADA Paratransit is a shared-ride service, and trips on VTA ACCESS take about the same amount of time as a similar trip taken on VTA bus and light

rail, including transfers and the time to walk to and from the bus stop.

Call the Reservations Department (see Getting Start Section) 1-3 days in advance, between 8:00 AM and 5:00 PM seven days a week. There are no trip denials or wait lists for services. Customers may reserve multiple trips with one call. Customers will not be required to begin a trip more than one hour before or after the rider's desired departure times and negotiated trip times shall take into account customer's practical constraints. The negotiated pick-up window shall not be altered without the customer's consent.

VTA ACCESS Paratransit reservationist may negotiate the 30-minute pick-up window with customers and reserve trips during a one-hour period before or after the desired pick-up (departure) time. If you are traveling to an appointment (i.e. doctor's appointment, dialysis, etc.) where the arrival time is of primary importance, the customer may wish to book the trip based on the drop-off or "no later than time". Drop-off trips have quoted "no later than time" and 30-minute drop-off window before that time. The time constraints are considered during the reservation process. Please inform the reservationist what time you need to arrive at your destination. The reservationist will tell you what time you need to be picked up to ensure you arrive on time to your destination. Remember customers can schedule their trip with either a 'pick up time' or a 'no later than time', but not both.

Customers should make the following information available when calling to reserve a paratransit trip:

- Paratransit identification number;
- Date and requested time of the pick-up and time of the return trip;
- Exact name and address (including suite number, if known) of the pick-up and drop-off locations (including return trip information). If the customer's home address or destination is difficult to find, special driving instructions should be provided when a trip is reserved;
- Confirmation if traveling with a mobility device, a Personal Care Attendant, Companion, or Service Animal.

If you are booking multiple rides for the same day (e.g., a round trip from home, to the bank, the post office, and the drugstore) before returning home, please remember to allow at least one hour between pick up

windows. Since VTA ACCESS Paratransit service is a shared ride service, we are unable to make a drop-off, wait for a customer at a location, and then take the customer to another location.

If you do not have your trip information ready when you call to book rides our reservationist may request that you call back when you have all your trip details ready.

Reserving a Return Trip

Customers may reserve a return trip at a specific time with a 30-minute pick-up window, or the return time may be left “open.” See SUMMARY OF FARES AND SERVICE CHARGES for information about Open Returns, which are offered at a premium fare.

When customers need to change a pick-up location for a return trip, they must inform the Day of Service Department prior to the start of their reserved 30-minute pick-up window. Such changes are limited to locations at the same facility, to nearby addresses, or to locations across the street from where the reserved pick-up was scheduled.

Subscription Service

For customers who request routine trips to the same destination on a regular schedule, subscription services may be beneficial. Customers only need to call once to reserve a recurring subscription trip. During the six major holidays it is the customer’s responsibility to call in and cancel their subscription trip. (New Years, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas)

VTA ACCESS Paratransit will reserve the trip on a continuing basis until the request is terminated or on a space available basis. Subscription trips will not automatically book if your client account does not have a sufficient balance to pay for trips three days in advance. Customers may only make changes to subscription reservations once in a 3-month period. Open Returns cannot be used on Subscription Service.

ADA paratransit regulations allow waiting lists for subscription service. VTA ACCESS Paratransit will seek to add subscription trips when they are

efficient and do not negatively impact the ability to provide non-subscription trips (create capacity constraints).

Canceling a Trip

Advance Cancels/Before the Day of the Trip: Customers are encouraged to cancel their scheduled trips in advance by speaking with a reservationists.

On the Day of the Trip: Customers must call the Reservations Department at least 2 hours prior to the beginning of the 30-minute pick-up window to cancel a previously reserved trip between 8:00 AM and 5:00 PM seven days a week. Customers are asked to avoid Late Cancels. Late Cancels occur when the customer's call to cancel is so late that the vehicle is already in route to the pick-up location. A Late Cancel may under certain circumstances be recorded as a no-show (refer to No Show Section).

Early Morning Cancels: While Customers are encouraged to call in the early morning hours if they have an early trip, it may not always be feasible to call 2 hours in advance. While these early morning trips will not be recorded as No- Shows if you do not cancel at least 2 hours before the scheduled pick-up, customers should call as soon as they can to cancel a trip so that other riders are not be impacted.

Online and automated telephone system cancelations: Customers have the flexibility to cancel trips online and through our automated telephone system 24 hours a day. When canceling trips please ensure you cancel two hours before the start of the pickup window to avoid a late cancel or cancel at door. (Refer to MyACCESS Online and Automated Telephone System Section)

To cancel a trip with a pick-up window with less than 2 hours, customers must call the Day of Service Department. Refer to Section CONTACTING VTA ACCESS for contact information.

No-Shows

A No-Show is a trip that is scheduled and mutually agreed upon by customer and the paratransit provider for the pick-up window and location and:

a) The customer cannot be located at the correct location and within the scheduled pick-up window, the driver waits 5 minutes, and reasonable efforts are made to contact rider. The driver will contact dispatch for permission to depart and Day of Service staff will try to reach the customer;

b) The driver arrives at the correct location, within the scheduled pick-up window, and the driver waits 5 minutes, but the customer informs driver that he/she no longer wishes the trip and does not board without canceling the trip. The driver will contact dispatch before permission to depart. Day of Service staff will contact the customer to confirm the No-Show;

c) The customer's call to cancel is so late that the vehicle is already in route to the pick-up location and the late cancel has the same operational effect on the system as a no-show;

d) The circumstances under a), b) and c) are documented in real time or through follow-up contact to be within the rider's control as determined by the rider.

NOTE: VTA ACCESS Paratransit is not allowed to cancel trips scheduled after a no-show without a customer's request to cancel them. Customers must cancel trips they have scheduled on the same day after a no-show. VTA ACCESS Paratransit will attempt to contact a customer following a no-show to ask if additional trips scheduled that day need to be cancelled. Customer will incur additional no-shows, if additional scheduled trips are not taken following the first no-show.

When a trip is cancelled less than 2-hours before the scheduled pick-up window, a Late Cancel or No-Show may be recorded on a customer's record.

Customers should call if they have any concerns that they may have no-showed a trip or cancelled late. VTA ACCESS Paratransit will call the customer to confirm whether the potential late cancel or no-show trip was within the customer's control as determined by the customer or to verify the no-show occurred.

Pattern and Practice of No-Shows: A pattern and practice of missing trips within a customer's control to avoid is determined by the percentage of no-

shows of trips that are scheduled and the number of no-shows that substantially exceed the monthly average numbers of no-shows per customer.

Substantially exceed is defined as a factor of 3 no-shows, plus 1 additional no-show. If the system average number of no-shows is 2 verified no-shows per month, the number of no-shows needed to be considered for a suspension would be 7. Seven results from the system average 2 no-shows per month multiplied by the factor of 3 no-shows, plus the 1 additional no-show. This number of no-shows would need to be at least 60% of the trips the customer had scheduled for the customer to be suspended. Before a suspension (one day maximum) is enacted or an optional single payment \$4.00 maximum regardless of the number of document no-shows (instead of a suspension) is made, VTA ACCESS Paratransit will follow a 3- step process to work with the customer to address the no-shows that were within their control to avoid:

1. Will call customers on the day of their no-shows or on the next day to inquire about the no-show;
2. Will call customers who have two times more than the average number of no-shows per month per customer;
3. Will send customers a letter notifying them about the no-shows they have incurred and their number and percentage of no-shows within a month. This information provides a documentation of a pattern and practice of not cancelling trips that were within their control to cancel. The letter provides information about the no-show policy and informs the customer about the potential of a 1-day suspension or the option about making a no-show payment,

Late Cancels and No-Shows are not within a customer's control if:

- A family emergency occurs;
- A personal attendant or another party did not arrive on time to assist the customer;
- Another party cancelled the customer's appointment;
- The customer became sick or had a complication with a chronic medical condition or disability and could not call;
- The customer experienced an unanticipated urgent situation such as medical or family/care-giver emergency;

- The customer planned for phone access but misplaced or lost their phone or belongings out in the community and could not call or the phone stopped working;
- The customer planned for adequate time but the appointment or procedure went longer than planned and/or could not be interrupted to call such as when getting x-rays are involved, etc.;
- There was an error made by the scheduler, dispatcher or driver with the trip reservation or on the day of service such as incorrect time, location/building entrance, challenge with the vehicle or equipment;
- The driver arrives before your pick-up window and you do not board and driver departs;
- The vehicle arrives after the close of the pick-up window and you select not to take the trip as it was late;
- The vehicle arrives within the window but driver does not provide the required 5 minute time for you to gather your belongings to board the Vehicle;
- The customer tried to reach VTA ACCESS Paratransit by phone but could not reach an agent in a timely manner due to long hold times;
- The customer cancelled in a timely way but the cancellation was not recorded correctly or wasn't transmitted to the driver in time;
- The customer had a very early morning trip scheduled and it would not be reasonable to call 2 hours in advance;
- Other unanticipated and reasonable situations prohibited the customer from calling to cancel a scheduled trip.

No-Show Appeals

Customers may appeal an individual no-show or the determination by VTA ACCESS Paratransit that they have developed a pattern and practice of missing their trips. Customers may request an appeal of a no-show or a pattern and practice determination by letter, email, or telephone within 60 days of the date of the no-show or pattern and practice determination by contacting the VTA ACCESS Paratransit Customer Service Department. Customer Service Department to Appeal No-Shows

3331 N. First St.
San Jose, CA 95134
paratransit@vta.org

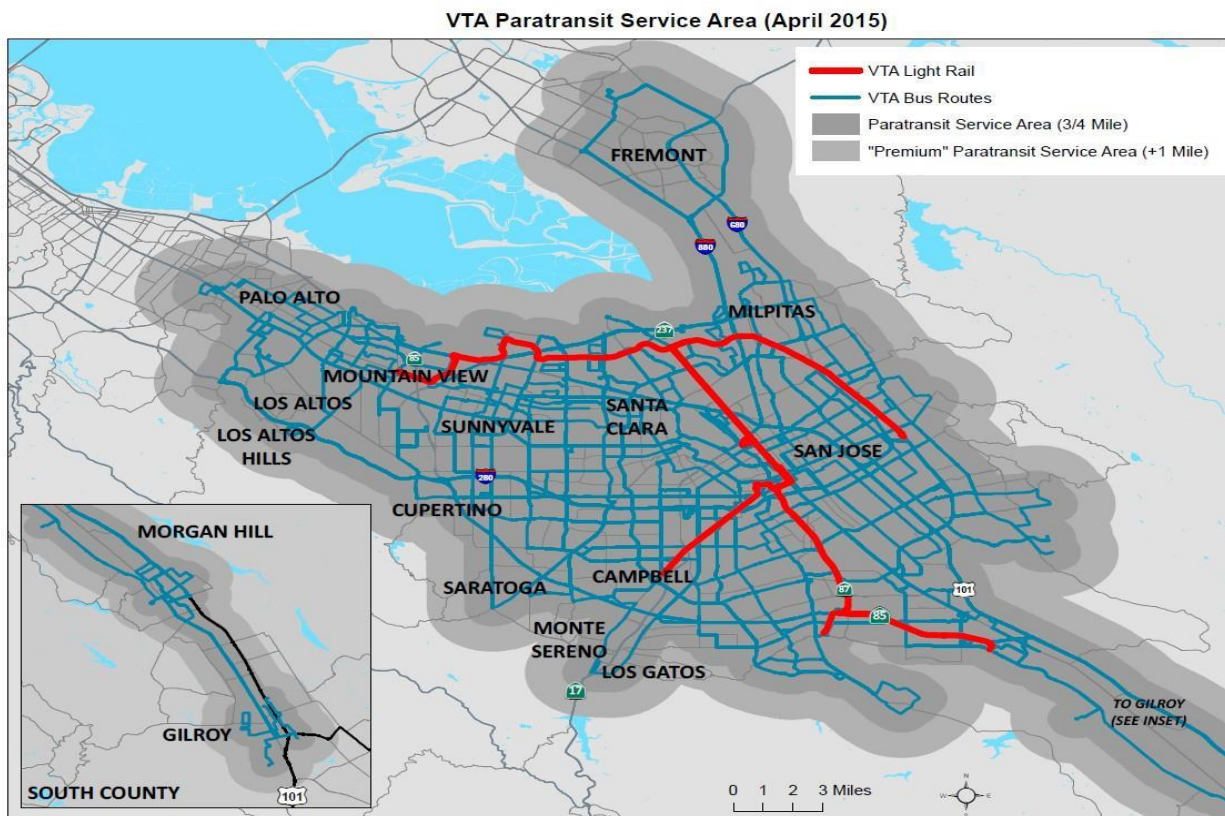
Phone: (408) 321-2380
TTY: (408) 238-1001

If needed, VTA ACCESS Paratransit staff will assist a customer to submit an appeal of a no-show or a pattern and practice determination. You also have the right to be heard in person and free transportation is provided to the applicant if he/she wished to have this conversation at the VTA ACCESS Paratransit office.

OVERVIEW OF PARATRANSIT SERVICES

VTA's ADA Paratransit Service Area

VTA ACCESS Paratransit operates under the same service area and time as bus and light rail (including holiday and Sunday reduced service schedules). The ADA paratransit service area is a $\frac{3}{4}$ -mile area around VTA bus routes and light rail stations. A VTA ACCESS Paratransit reservationist will advise customers when their destinations are outside of the paratransit service area.



Inter-County Services

Customers may arrange a transfer to the paratransit operator in the adjacent counties for travel beyond VTA's ADA Paratransit Service Area.

For trips to San Mateo County, contact Redi-Wheels at (650) 508-6241, or TTY at (650) 482-9366. The recommended transfer point is the Stanford Medical Center.

For trips to Alameda County or Contra Costa County, contact the East Bay Paratransit Consortium at (510) 287-5000, or TTY at (510) 287-5065. The transfer point is the Fremont BART Station. Once BART extends service to San Jose/Milpitas the new transfer point is Warm Springs BART Station

Service Hours

VTA's paratransit service operates only during the same hours of the day and days of the week that bus and light rail trains run their regular, holiday, and Sunday routes. This ensures the equity between the bus/rail service network and the paratransit service. VTA ACCESS Paratransit Reservationist will advise customers regarding the service hour availability for requested trips.

30-Minute Pick-Up Window

All regular one-way trip pick-ups occur within a 30-minute pick-up window. A VTA ACCESS Paratransit vehicle may arrive any time during the 30-minute window. All customers must be ready to depart at the start of their pick-up window. Drivers will wait for 5 minutes upon arrival within a customer's reserved pick-up window and may depart thereafter if the customer is not ready.

Customers are not required to leave if the vehicle assigned to transport them arrives before the start of the reserved 30-minute pick-up window. Drivers may arrive early but will wait until the start of the reserved pick-up window to approach customer. Drivers will not rush the customer.

Customers may request a notification of vehicle arrival call as a reasonable accommodation. This request may be made at the time of the booking with call agent or in advance if on-going reasonable accommodation is needed for all trips by contacting VTA ACCESS Paratransit at (408) 321- 2380 or at paratransit@vta.org.

Customers should call the Day of Service Department if they think their trip has been missed. Missed trips occur when the vehicle arrives and leaves before the beginning of the pick-up window without picking up the

customer; the vehicle arrives and leaves without picking up the customer and does not wait at least five minutes within the pickup window; or the vehicle arrives after the end of the pick-up window and departs without picking up the customer. Day of Service Call Agents or Customers Service Representatives will address the situation to provide a real-time trip solution and will track the missed trip. Customers will be given full explanation of the cause of the missed trip, such as scheduling error or driver error, and the steps that will be taken and monitored to avert a repeat of the occurrence.

Late Vehicles

If a vehicle has not arrived by the end of a customer's reserved 30-minute pick-up window, the customer should call the Day of Service Department (Refer to Section CONTACTING VTA ACCESS for Contact information) to report a late vehicle and to get an estimated arrival time. Customers will be given an alternative telephone number to call to check on a late vehicle for any pick-ups reserved after 8:00 PM. A trip is recorded as late when the vehicle arrives to pick-up the customer more than 10-minutes after the 30-minute pick-up window or when the vehicle arrives after the quoted drop-off "no later than time" for trips booked with emphasis on the drop-off time.

Excessively Early Trips

A customer may, but is not required to, board the vehicle early if a vehicle arrives more than 30 minutes prior to the pick-up time. The driver will wait until the start of the customer's 30-minute pick-up window before approaching the customer's external door. If the vehicle arrives more than 30-minutes prior to the scheduled drop-off time and they do not wish to depart, the driver will wait until the 30-minutes prior to the scheduled drop-off time before escorting the customer to the external door.

On-Board Travel Times

ADA paratransit regulations require VTA to provide paratransit service at a level that is comparable to bus and light rail service. A paratransit trip will take a comparable amount of time that a trip of a similar length would take on VTA's local bus and light rail system. Comparability is based on the length of time required to make a similar trip between the same two points using the fixed route system, including time spent traveling to and from a boarding point and waiting for fixed route vehicle to arrive and time to make any transfers from one vehicle to another.

Premium Services

Premium service exceeds the base service required by the ADA paratransit regulations. VTA ACCESS Paratransit customers may request premium services and pay a rate higher than the rate paid for standard service. Premium services include Open Returns, Same-Day Service, Second Vehicle, and Extended Service Area Trips.

A. Open Returns

Open Return Trips allow customers to make reservations without a specific time for their return trip. On the day of service, customers may call when they are ready for their return trips. The fare for this service is \$16. The following conditions apply to the use of Open Returns:

- Only one per day may be reserved
- Pick-up will occur within 90-minutes after a request is made to the Day Of Service Department
- Trips must be requested by 6:30 PM
- Trips must be performed by 8:00 PM
- Customers cannot reserve a fixed pick-up and an Open Return for same trip
- Trips are not available for pickups at residences or for subscription trips

B. Same-Day Service

Same-Day Service is only offered when space is available. To access this service, call the Day of Service Department between the hours of 8:00 AM and 4:00 PM. The fare for this service is \$16.00. Please allow up to 3 hours for a pick-up.

C. Requesting a Second Vehicle

Customers may request Second Vehicle service when a reserved return ride is missed and the customer is stranded in the community. To access this service, call the Day of Service Department. The fare for this service is \$16.00. Please allow up to 2 hours for pick-up. Second vehicle service is not available when the missed trip was scheduled to start at a customer's residence.

Customers must contact VTA ACCESS Paratransit if they miss their scheduled return trips due to an operator error. If an operational error caused the missed trip, the \$16 premium fare will not be charged for the Second Vehicle return ride.

D. Outside the Service Area Trips

Allows customers to travel up to 1 mile beyond the $\frac{3}{4}$ mile ADA service area around VTA bus and light rail routes throughout Santa Clara County, including areas along VTA's bus routes in Morgan Hill, Gilroy, and unincorporated County communities. The fare for an Outside the Service Area trip is \$16.00.

Vehicles

We operate with a diverse fleet including cutaways/small buses, minivans, and sedans. We also contract with local Santa Clara County Taxi companies to provide some trips for our customers. A customer can expect any one of these vehicles to provide their upcoming paratransit trip.

Vehicles are assigned to specific routes based on availability and demand. Unfortunately, we are unable to exclude or designate specific vehicles for a customer's trip.

We understand taxi's may be difficult to identify as your paratransit ride, so we have provided them with placards to be placed on the dash board to easily identify as an ACCESS service provider.

Routes

VTA ACCESS is a shared ride, on demand, public transportation service. You can expect multiple pick-ups and drop-offs along your route just like you would expect on a bus. Keep in mind we are unable to provide ACCESS customer's with exclusive or direct trips.

Drivers must perform their pickups and drop-offs in the assigned order. They are not permitted to deviate from their scheduled routes under normal circumstances. Routes are designed to meet the needs of all riders as efficiently as possible. It is common for several other riders to be picked up and dropped off before the first rider reaches their destination.

In some cases it may be necessary for the vehicle to pass near your drop-off location in order to perform another pick-up or drop-off on time, before returning to complete your trip. In other cases, trips may be added to your route while it is in service, in order to help recover from service disruptions elsewhere in the system.

Drivers

Drivers are not allowed to accept any form of tips. If you had a great experience, we encourage you to report it to VTA Customer Service.

It is the responsibility of the rider to get in and out of the vehicle and to navigate our service. Drivers can assist you between the exterior/lobby door and the vehicle (as long as they do not lose sight of their vehicle for more than a few seconds), offer an arm for stability, deploy the vehicles ramp or lift, and is responsible for using the proper securement devices to make sure all riders are safe and secure. Should you need additional assistance please plan and travel with a personal care attendant.

Drivers are unable to enter a residence, enter a building to look for a passenger, access driveways, or lose sight of their vehicles. Customers should be waiting before the vehicle is scheduled to arrive. The driver will only wait five minutes (from the time the vehicle arrives, or from your negotiated pickup time, whichever occurs later) for you to appear before leaving. You must be waiting where you can tell if the vehicle has arrived.

REASONABLE MODIFICATION INFORMATION

Customers who need reasonable accommodations to access paratransit services are encouraged to contact VTA ACCESS Paratransit, as VTA ACCESS Paratransit may modify policies and procedures to assist customers. Accommodations are not considered reasonable if they endanger the paratransit driver or others, place an undue financial burden, or change the nature of the ADA paratransit service as described within this Rider's Guide. Customers may request reasonable modifications at any time by calling Customers Service, during the eligibility process or while scheduling trips, or on the day of the trip if the need arises. Reasonable Modification can be requested by telephone, or by email, letter, in-person, fax, or on line. Reasonable Modifications are granted for the duration of the current eligibility certification period, and may be re-evaluated at the time of recertification.

Examples of Reasonable Modifications include but are not limited to:

1. Requesting to be picked up or dropped off at a specific entrance, rather than at the entrance location that was pre-designated by the transit agency.
2. If a passenger with diabetes or another medical condition requests to eat or drink aboard a vehicle in order to avoid adverse health consequences, the request should be granted.
3. A passenger's request to take medication while aboard a vehicle should be granted.

Examples of Modification Requests that are not deemed reasonable include but are not limited to:

1. A passenger's request for an exclusive paratransit trip may be denied as a fundamental alteration of service. Paratransit is by nature a shared-ride service.
2. Dedicated driver or vehicle (e.g. Sedan rather than a small bus/cutaway, in order to provide a more comfortable ride) may be denied.
3. A passenger's request that the driver take charge of a service animal may be denied
4. A passenger's request for a specific driver may be denied.

For more information on Reasonable Modification, refer to DOT 49 CFR Parts 27 and 37 "Transportation for Individuals with Disabilities: Reasonable Modification of Policies and Practices" at <http://www.gpo.gov/fdsys/pkg/FR-2015-03-13/pdf/2015-05646.pdf>

SUMMARY OF FARES AND SERVICE CHARGES

Fares for Paratransit Trips (Effective January 1, 2018)

The regular paratransit One-Way Trip fare is \$4.00 valid through December 31, 2019. Standard and premium trip fares are included in the following table:

Paratransit Fare Table

Trip Type	Cost
One-Way Standard Paratransit Trip	\$4.00
Companion	\$4.00
Open Return Trip	\$16.00
Second Vehicle Sent	\$16.00
Same-Day Trip	\$16.00
Same-Day Trip Companion	\$16.00
Extended Service Area Trip	\$16.00

One (1) Personal Care Attendant and a Service Animal may accompany an eligible customer at no additional charge.

Smart Pass Program

Paratransit eligible employees who work at companies that participate in VTA's Employer Smart Pass Program pay ½ the fare for a standard paratransit One-Way Trip. Paratransit Smart Pass reduced fares are NOT offered for premium fare paratransit services. It is the eligible participant's responsibility to inform VTA that their employer participates in the VTA Smart Pass program. Eligible participants may email VTA at paratransit@vta.org with their name, client ID, employer name, and clipper card number or call the eligibility department. Once VTA receives this information it will take 2 to 5 business days to verify eligibility and apply the Smart Pass fare to your account. Smart Pass fares cannot be back dated and will begin the date verified.

OTHER SERVICES, INFORMATION, AND POLICIES

Personal Care Attendants

A Personal Care Attendant (PCA) is someone whose services or presence is required by the customer to meet his or her personal needs or to assist in traveling.

Though the need for a PCA is normally documented during the eligibility certification process, customers may inform VTA ACCESS Paratransit at any time regarding changes to their abilities that require the assistance of a PCA. If a PCA is requested during the eligibility process, the customer's paratransit ID card will be marked with a PCA logo. This logo allows the PCA to accompany the customer on VTA's bus and light rail service without charge. Please refer to Section VTA ACCESSIBLE BUS AND LIGHT RAIL SERVICES for information about the paratransit ID card on VTA bus and light rail.

Paratransit customers are responsible for providing their own PCAs. Customers should inform the reservationist when they will be traveling with a PCA to ensure an extra seat is reserved on the paratransit vehicle. One (1) PCA may ride free with an eligible customer. The PCA and the eligible customer must have the same pick-up and drop-off locations.

Companions

A Companion is a friend, relative, or other person who accompanies a paratransit customer on a trip who is not a personal care attendant.

Customers shall inform the trip scheduling reservationist when they will be traveling with a companion to ensure an extra seat is reserved on the paratransit vehicle. Companions must share the same pick-up and drop-off locations as the customer. Companion trips fares are shown in the Paratransit Trip Fare Table in Section SUMMARY OF FARES AND SERVICE CHARGES.

VTA ACCESS Paratransit shall accommodate one (1) companion at all times. Additional companions may ride if space permits.

Service Animals

Service Animals may travel on paratransit vehicles to assist individuals with disabilities, subject to the following conditions:

- Service Animals must remain on a leash and under full control of the customer at all times.
- Service Animals must not misbehave (e.g., soiling the vehicle or growling at or harassing customers, the operator, or other Service Animals).
- Service Animals should generally remain in a down or sit position. Service Animals may not block the aisle of the vehicle.
- Service Animals shall not occupy vehicle seats unless space limitations prevent the Service Animal from remaining off the seat.
- Service Animals shall be in a state of cleanliness in the interest of other paratransit passengers and the paratransit driver.

Customers shall inform the reservationist when they will be traveling with a Service Animal to ensure sufficient room on the paratransit vehicle. Under Title II and Title III of the ADA regulations, a service animal is defined as a dog that has been individually trained to do work or perform tasks for an individual with a disability to include physical, sensory, psychiatric, intellectual, or other mental disabilities. The task(s) performed by the dog must be directly related to the person's disability.

If your Service Dog is out of control (which includes any behavior that infringes on the rights of other customers/clients, passenger, drivers, or individual, including sniffing, begging, growling, whining, barking, wandering, jumping, or any other disruptive behavior), is sick, or eliminates in public; VTA may ask that the service animal not accompany the rider on our service because of 'out of control' behaviors. Only the dog can be excluded for 'out of control behavior and not the handler.

Pets

Customers may also travel with a pet as long as it is in an approved cage and under the control of the customer at all times.

Mobility Devices

Customers may use wheelchairs, canes, walkers, and other mobility devices that are able to fit on the paratransit vehicles. A wheelchair is a

mobility device belonging to any class of three- or more-wheeled devices, usable indoors, designed or modified for and used by individuals with mobility impairments, whether operated manually or powered. In accordance with 49 CFR section 37.165, we will transport individuals using wheelchairs if their devices meet the definition of a wheelchair and can be accommodated on our accessible vehicles (e.g., they fit on the lift or ramp and in the securement area). We may decline to transport a wheelchair/occupant if doing so would be inconsistent with “legitimate safety requirements,” as discussed below. At a minimum, all occupied wheelchairs weighing up to 600 pounds and measuring 30 inches in width and 48 inches in length (formerly known as a “common wheelchair”).

While VTA makes every attempt to accommodate our riders, if your mobility device exceeds the dimensions above we may not be able to transport you as it may damage the mobility device, vehicle, lift, or ramp, and may impose an unreasonable safety hazard. Customers will not be denied service if the paratransit vehicle and equipment can safely accommodate their mobility device.

Customers who are concerned about the size of their mobility devices and whether the device will fit on board paratransit vehicles should call VTA ACCESS Paratransit to arrange to have the device measured.

Mobility Devices and Customer Safety

- Customers who are transferable are able to move from their mobility device to the seat of the vehicle and back with a minimum of assistance. A minimum of assistance is defined as a driver extending an arm or stabilizing the mobility device while the customer moves in and out of the device. Drivers are prohibited from lifting or carrying customers.
- Customers may board separately from their mobility devices but must be able to control the movement of the mobility device into the vehicle. Drivers are not allowed to control the movement of a mobility device.
- For safety reasons, customers using three-wheel scooters are strongly recommended to transfer out of their scooter into the seat of the paratransit vehicle whenever possible.

- Drivers have the discretion regarding transporting mobility devices that pose an immediate safety threat to others aboard a paratransit vehicle. VTA ACCESS Paratransit will work with customers to address the safety of their mobility devices.
- Drivers cannot assist customers who use mobility devices up or down steps or other obstructions over five eighths (5/8) of an inch in height. A ramp must be available or the customer must have someone available at the pick-up and drop-off location to provide assistance negotiating obstacles.

Miscellaneous Medical Equipment

Customers may travel with oxygen tanks and respirators when using paratransit service. For safety reasons, oxygen tanks and respirators must be secured to prevent oxygen tanks from falling or becoming dislodged and striking other objects, customers, or riders in the vehicle.

Packages on Paratransit Vehicles

Customers may bring up to three grocery bags or the equivalent onboard a paratransit vehicle. Equivalent items may be bags, packages, or suitcases. Customers must be able to control the packages that they bring with them aboard a paratransit vehicle. VTA will not transport unoccupied packages.

Replacement ID Cards

There is a \$5 fee for replacement cards, and the number of replacement cards issued may be limited. For more information about obtaining a replacement ID card, refer to Section Eligibility Determinations for information about contacting VTA ACCESS Paratransit.

Lost and Found

Drivers are not allowed to return any items that have been left inside a vehicle. If an item has been left inside a vehicle please contact VTA ACCESS immediately and provide details of the item. If the item is located, you may pick the item up at VTA. Please note VTA ACCESS is not responsible for lost or damaged items. Lost and Found items are kept for 30 days.

General Policies

- Customers should carry their paratransit identification cards with them when using ADA paratransit service. Drivers may check customer paratransit identification cards.
- Customers are required to wear seatbelts while on paratransit vehicles.
- Drivers will assist with seat belts.
- Smoking is NOT allowed while onboard an ADA paratransit vehicle
- Eating, or drinking, is NOT allowed while onboard an ADA paratransit vehicle unless the customer must eat/drink to address a health condition.
- Use of alcohol or illegal drugs while riding paratransit is prohibited.
- Radios, cassette or disc players are not permitted to be played aloud while onboard an ADA paratransit vehicle.
- Customers shall NOT bring explosives, flammable liquids, acids, or other hazardous materials onboard an ADA paratransit vehicle.
- Customers are responsible for securing and removing their child's car seat.

Seriously Disruptive Behavior

Seriously Disruptive Behavior is defined as: Violent, seriously disruptive, or illegal conduct; individuals who pose significant risk to the health and safety of others. Behavior by an individual that is in some way is truly disruptive to service provision and the event was both intentional and within the customer's control as verified by the customer or their representative.

Examples of Seriously Disruptive Behavior include, but not limited to:

- Getting out of a seat while a paratransit vehicle is in motion.
- Leaving a paratransit vehicle while it is parked to pick-up or drop-off another customer.
- Disturbing a paratransit vehicle operator while the operator is driving.
- Disturbing other customers.
- Refusing to wear a seatbelt or refusing to exit the vehicle.
- Violent behavior.
- Physically or verbally threatening vehicle operator or other customers.

- Engaging in conduct or activity that is a danger to the customer, other customers, or the driver.
- Smoking onboard a paratransit vehicle.
- Damaging or destroying vehicle equipment.

Notification Letters are sent to customers with complete details about seriously disruptive behavior incidents, information on how to appeal a specific seriously disruptive behavior incident, the appeal process and their rights including the right to be heard in person and the provision of free transportation to and from the appeal. The appeal process will be conducted by administrators who were not involved in the original determination of the seriously disruptive behavior so they may be objective. Customers may request an appeal of a seriously disruptive behavior service suspension by letter, email, or telephone within 30 days of the date suspension notification by contacting VTA ACCESS Paratransit. VTA ACCESS Paratransit may recommend that a customer travel with a PCA to assist the customer control his or her disruptive behaviors.

To Appeal a Seriously Disruptive Behavior Suspension

Contact us at:

Address: 3331 N. First St.

San Jose, CA 95134

Email: paratransit@vta.org

Phone: (408) 321-2380

If needed, VTA ACCESS Paratransit Supervisor will assist a customer to submit an appeal of a seriously disruptive behavior service suspension.

VTA ACCESS PARATRANSIT CUSTOMER SERVICE

Service Satisfaction

VTA ACCESS Paratransit is committed to providing all riders with convenient and reliable transportation service. Each customer is important and we encourage customer to provide us with feedback so we can provide you with quality service. There is a formal complaint process for customers to use if they are not satisfied with any service they receive or request. Customers may submit a complaint, compliment, or suggestion regarding any aspect of VTA ACCESS Paratransit's services by contacting

VTA Customer Service at (408) 321-2300, (408) 321-2330 (TTY). You are welcome to visit us online at <http://www.vta.org/feedback> to fill out a feedback form, and you will be provided a reference number by email to help you track your request.

Complaints about Paratransit Service

Customers should file a complaint any time that the service is not satisfactory, safe, or secure. Complaints must be filed with VTA ACCESS Paratransit. Complaints may be filed in writing or by telephone by calling VTA ACCESS Paratransit. Complaints may also be emailed to customerservice@vta.org

To assist with the investigation, complaints should be made as soon as possible. When filing a complaint, customers will be asked for the following information:

- Customer paratransit identification number;
- Exact date and time of the trip;
- Description of the incident; and,
- Address of the pick-up location or destination.

All complaints are taken seriously and every effort is made to resolve complaints in a timely manner. Tracking numbers are assigned to each complaint received by VTA ACCESS Paratransit and are provided to customers for their future reference. A complete description of the complaint process and how to appeal any resolution if unsatisfactory is available at www.vta.org.

If a customer believes that VTA ACCESS Paratransit has not responded appropriately to a complaint, customers may call VTA Customer Services Department at (408) 321-2300, or TTY (408) 321-2330 for assistance.

Compliments about Paratransit Service

If any staff paratransit service staff has been particularly helpful, or has gone out of their way to offer assistance, contact VTA ACCESS Paratransit so a notice of commendation can be issued. Compliments may also be made emailed to paratransit@vta.org or may call VTA Customer Services Department at (408) 321-2300, or TTY (408) 321-2330.

VTA ACCESSIBLE BUS AND LIGHT RAIL SERVICES

VTA ACCESS Paratransit customers are encouraged to take trips by bus and light rail whenever they are able. The paratransit photo ID card waives the VTA bus and light rail services fares. The card is not honored on Highway 17 Express, Dumbarton Express, ACE or Caltrain services.

The paratransit photo ID card is available upon request. If the card has a Personal Care Attendant icon on its upper right corner, a PCA may accompany the customer on VTA bus and light rail without charge. Customers can obtain a paratransit photo ID card by emailing a picture/headshot with their name and date of birth to paratransit@vta.org, or by mailing this information to VTA ACCESS Paratransit Services at 3331 N. First Street, San Jose, CA 95134.



Simply present the paratransit photo ID card to VTA Coach Operators upon boarding VTA buses, or present it to any VTA Light Rail Fare Inspector upon request. (Not valid on Highway 17 Express, Dumbarton Express, ACE, Caltrain, or Sports service.) **You may not allow anyone else to use your VTA ACCESS Paratransit Photo ID card. Please note that fraudulent use of the Photo ID card can lead to suspension from VTA ACCESS Paratransit services and possible prosecution.**

Mobility Device Securement

All mobility devices must be secured on VTA buses. VTA also recommends, but does not require, the use of lap belts and shoulder harnesses.

VTA Customer Service

VTA Customer Service is available weekdays from 6:00 AM to 7:00 PM, and Saturdays/Holidays from 7:30 AM to 4:00 PM. (Closed Sundays, Thanksgiving, Christmas, and New Year's Day.) VTA's automated phone system provides reservation information 24 hours a day, seven days a week in English, Spanish, and Vietnamese.

VTA Customer Service Assistance

Telephone Numbers

Bus & Light Rail Route and Schedule Information	(408) 321-2300
Information for all Toll Areas	(800) 894-9908
TTY number	(408) 321-2330

Online Information

Website: www.vta.org

E-mail: customer.service@vta.org

Regional Transportation Information is available by calling 511. TTY users can access 511 telephone information by dialing the national 711 number for access to Telecommunication Relay Services (TRS).

Title VI

Title VI of the 1964 Civil Rights Act requires that “No person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance”.

VTA ACCESS Paratransit have adopted policies that promote equal access and quality service to all our customers.

Any person with a disability who believes that he/she has been discriminated against in any of VTA's transportation services is encouraged to contact VTA's Office of Civil Rights at (408) 952-8901 or (408) 321-2330 (TTY) for assistance or to file a complaint.

VTA's Civil Rights Complaint and Grievance Procedure information is available at:

www.vta.org/about-us/title-vi/title-vi-complaint-process

VTA's ADA Paratransit Complaint and Grievance Procedure information and form are available at:

- Public Notice
www.vta.org/getting-around/paratransit/ada-notice-to-the-public
- ADA Grievance Process and Complaint Form
www.vta.org/getting-around/paratransit/ada-grievance

Contacting the Federal Transit Administration

VTA, and their customers or ADA paratransit eligibility applicants are responsible for addressing service and Civil Rights concerns at the local level first. If a customer or eligibility applicant feels that VTA ACCESS Paratransit or VTA has failed to comply with the federal ADA paratransit regulations in regards to any aspect of its paratransit service program, the customer or applicant may contact the Federal Transit Administration's Office of Civil Rights at the following address, telephone number, or website:

Federal Transit Administration Office of Civil Rights Attention:
Complaint Team East Building, 5th Floor – TCR
1200 New Jersey Ave., SE
Washington, DC 20590
1-888-446-4511
www.fta.dot.gov

VTA Paratransit Appeals Process:

If your eligibility for paratransit service is denied, you will receive written notification, which will include instructions for appealing the decision. If you disagree with the denial, you may use the appeals process. You may also appeal if you receive conditional eligibility.

As part of the appeals process, you may be asked to participate in a functional assessment. The purpose of a functional assessment is to determine if applicants have the physical and cognitive abilities to use bus and light rail service and, if so, under what conditions.

The functional assessments are conducted in partnership with qualified professionals from local community agencies familiar with your type of disability/health conditions. The independent professional may come to your residence or preferred location to conduct a functional assessment.

All eligibility decisions made during the appeals process will be final. However, if your condition changes (in the future) and you believe that you may become eligible for ADA paratransit service, we urge you to reapply.

Paratransit Fares:

The fare for a regular one-way paratransit trip is established at twice the one-way adult cash fare of VTA's bus and light rail services.

Contact Us:

For more information about VTA ACCESS Paratransit Eligibility Certification and Appeals Program please call 1 (408) 321-2381 or at TTY at 1 (408) 321-2330.

VTA Paratransit Service

Apply for VTA Paratransit in Just Two Simple Steps!



VTA Accessible Bus and Light Rail Services:

One of VTA's top priorities is to provide mobility and access for all of our customers. All buses are equipped with lifts or ramps to make boarding easier for persons who use mobility devices or for anyone who needs help negotiating steps. Bus operators are always available to assist boarding passengers. Light rail stations offer level boarding; there are no steps required to get on board.

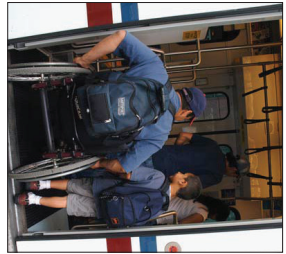
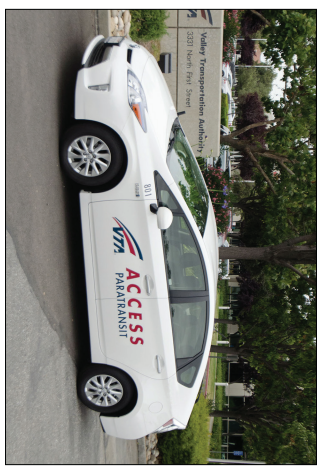
VTA buses and light rail vehicles have priority seating available near the front as an added convenience for individuals who need it. Operator and automatic announcements, large print visual display boards



VTA Paratransit Service:

VTA ACCESS Paratransit is a shared-ride, public transportation service for persons with disabilities. VTA offers Paratransit service to persons whose disabilities prevent their independent access to, or use of, VTA's bus and light rail system as specified by the Americans with Disabilities Act paratransit eligibility requirements (Appendix 49 CFR 37.123). All VTA ACCESS Paratransit vehicles are ADA accessible and assignment to a particular vehicle is at VTA ACCESS Paratransit's discretion.

VTA buses and light rail vehicles have priority seating available near the front as an added convenience for individuals who need it. Operator and automatic announcements, large print visual display boards



Paratransit Eligibility:

The Americans with Disabilities Act (ADA) establishes the criteria for paratransit eligibility. Specifically, eligibility is based upon your functional inability to use the bus or light rail system, some or all of the time. Eligibility is not based on your age, economic condition, or inability to drive an automobile. Please note that having a medical condition or a disability does not automatically qualify you for ADA paratransit eligibility.

VTA partners with contractors to conduct an application process to determine eligibility based on ADA paratransit eligibility standards (Appendix 49 CFR37.123) summarized below:

CATEGORY 1 - Any person with a disability who is unable to board, ride, or disembark from an accessible vehicle without the assistance of another person (except for the operator of a lift or other boarding device).

CATEGORY 2 - Any person with a disability who needs the assistance of a lift ramp to board, ride or disembark from an accessible vehicle and an accommodating vehicle is not available or key stations have not been made accessible.

CATEGORY 3 - Any person with a disability who has a specific impairment-related condition that prevents the person from traveling to or from a boarding and disembarking location.

VTA ACCESS Paratransit will work

with applicants and eligible customers to accommodate their individual needs during the eligibility process and when using paratransit services by making reasonable modifications to operating policies, practices and procedures upon request in accordance with the United States Department of Transportation's Final Rule to 49 CFR Parts 27 and 37. Call VTA ACCESS Paratransit at 1 (408) 321-2300 or TTY at 1 (408) 321-2330, if you have any questions or need to request a reasonable modification.



Accessible Formats Available:

Paratransit application and service information is available in accessible formats, including large print, Braille, audio, and plain file text. Call VTA ACCESS Paratransit at 1 (408) 321-2300 or TTY at 1 (408) 321-2330 to request this information in accessible formats.

Si o usted le gustaría recibir la versión en español de este folleto, llame al Servicio al Cliente de VTA (VTA Customer Service) al (408) 321-2300, o TTY al (408) 321-2330.

Nếu quý vị muốn nhận tập sách nhỏ này bằng tiếng Việt, xin gọi Dịch Vụ Khách Hàng của VTA ở số (408) 321-2300. (TTY) (408) 321-2330.

如果您想索取這份小冊子的中文版本，請致電 VTA 顧客服務 (408) 321-2300，TTY (408) 321-2330。

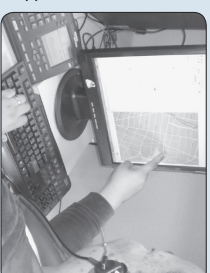
Just follow these TWO EASY STEPS to apply for VTA Paratransit service!

1 Submit an application form and authorization to contact your physician or licensed professional: mail or drop off the signed and completed one-page application. VTA ACCESS Paratransit will then contact you, or your representative, to set a date and time for a phone interview.

2 Participate in a phone interview: VTA ACCESS Paratransit will call you to review your application and conduct a phone interview to help determine your paratransit eligibility.

About the Interview

- The phone interview takes approximately 15 minutes.



- During the phone interview, you will be asked questions about the functional abilities and limitations that may keep you from independently using bus and/or light rail services for some or all of your trips. This will assist in determining whether or not you are eligible for paratransit services.

- VTA ACCESS Paratransit will follow up with your physician or appropriate third party professional to validate disabilities and functional limitations.
- Within 21 days following the phone interview and verification of disability, you will receive a decision regarding your VTA ACCESS Paratransit eligibility by mail.

Second Level Assessment

- If your eligibility for ADA paratransit has not been sufficiently established, we may need to call you for a second phone interview or arrange to meet with you so you can clarify your need for paratransit.
- Within 21 days of the second interview, you will be notified of an eligibility decision.
- If your completed application takes longer than 21 days to process, you shall be granted presumptive eligibility until you have been informed of your eligibility decision and may schedule and use the service on the 22nd day.

Paratransit ID Cards

- If your application is approved, you will receive a start-up kit in the mail which includes instructions on how to use the paratransit service.
- You will also receive a paratransit ID card as proof of eligibility.
- If you are able to take some of your trips on bus or light rail, we will arrange to take your photo for your paratransit ID card, as this will allow you to ride free on VTA bus and light rail service.

Personal Data Card, Certification and Authorization for Release of Protected Health Information



Please read, sign, date and mail to VTA Eligibility Department, 3331 N. First St, San Jose, CA 95134. This form can also be dropped off at VTA, 3331 N. First St, San Jose, CA 95134.

Applications for individuals who are under the age of 18 years, must be completed by the applicant's parent, legal guardian or custodian. If an applicant is 18 years or older, but is unable to complete the application because of a physical or vision impairment, the applicant must have given permission to the person completing the application. Applications for individuals 18 years of age or older with cognitive impairments, must be completed by the applicant's legal guardian or custodian.

Applications that do not meet the above criteria will not be processed. Thank you in advance for your cooperation. VTA ACCESS Paratransit will contact you for a phone interview.

Section 1: Personal Data Check one: New Applicant Existing Customer
(Paratransit ID # _____)

Applicant Name: _____ (Mr/Mrs/Ms - circle one)

Birthdate: _____

Application Information:

Address: _____ City: _____

State: _____ Zip: _____

Home Phone Number: _____ Cell Phone Number: _____

Best time(s) to call: _____ Email: _____

Primary Language: _____

What is your primary disability and/or most limiting condition?

Do you use any mobility aids or specialized equipment? Yes No

If you answered "Yes" please check all that apply:

- Cane White Cane Walker Crutches Manual Wheelchair
 Power Wheelchair Power Scooter Leg Braces Respirator Portable Oxygen Tank
 Prosthesis Service Animal Speech Devices Communication Board Other _____

Do you need any future written information provided to you in an accessible format? Yes No

If "Yes", please check the format you prefer: Email Diskette Audio Tape Braille Large Print

Would you be interested in learning more about mobility options and travel training? Yes No

Continued on back

Emergency Contact Name: _____

Relationship to Applicant: _____ Phone Number (s): _____

Address: _____ City: _____ State: _____ Zip Code: _____

Section 2: Authorization for Release of Protected Health Information

I understand the protected health information provided during the application and interview process will be kept confidential and shared only with the following professionals or providers as necessary to determine eligibility and provide paratransit services, and for quality assurance/audits to comply with ADA regulations and VTA policy.

Section 3: Authorization to Release Medical Information

(Please include the contact information for your physician or licensed professional, who can verify your disability/ies, or has knowledge about your disability/ies and functional limitations.)

I hereby authorize:

Name: _____

Address: _____

Phone: _____ FAX: _____

(OPTIONAL) Medical Record/Kaiser Number: _____

to release the information requested below about my disability or disabilities to VTA ACCESS Paratransit eligibility representatives/contractors upon request. The information released will be used solely to evaluate my eligibility for VTA paratransit services as required by the Americans with Disabilities Act, 42 U.S.C. Section 12101 et seq., 104 Stats. 327.

I understand that I have a right to revoke any Section of this authorization at any time by writing to VTA ACCESS Paratransit except to the extent that action has already been taken based upon this authorization.

Applicant Signature: _____ Date: _____

Section 4: Applicant Certification (Please sign)

All applicants must sign the completed application. If this application has been completed by someone other than the person requesting certification, the person who completed the application must provide the following information:

Name of Person Assisting Applicant: _____

Relationship to Applicant: _____

Address _____ City _____ State _____ Zip Code _____

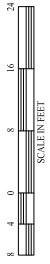
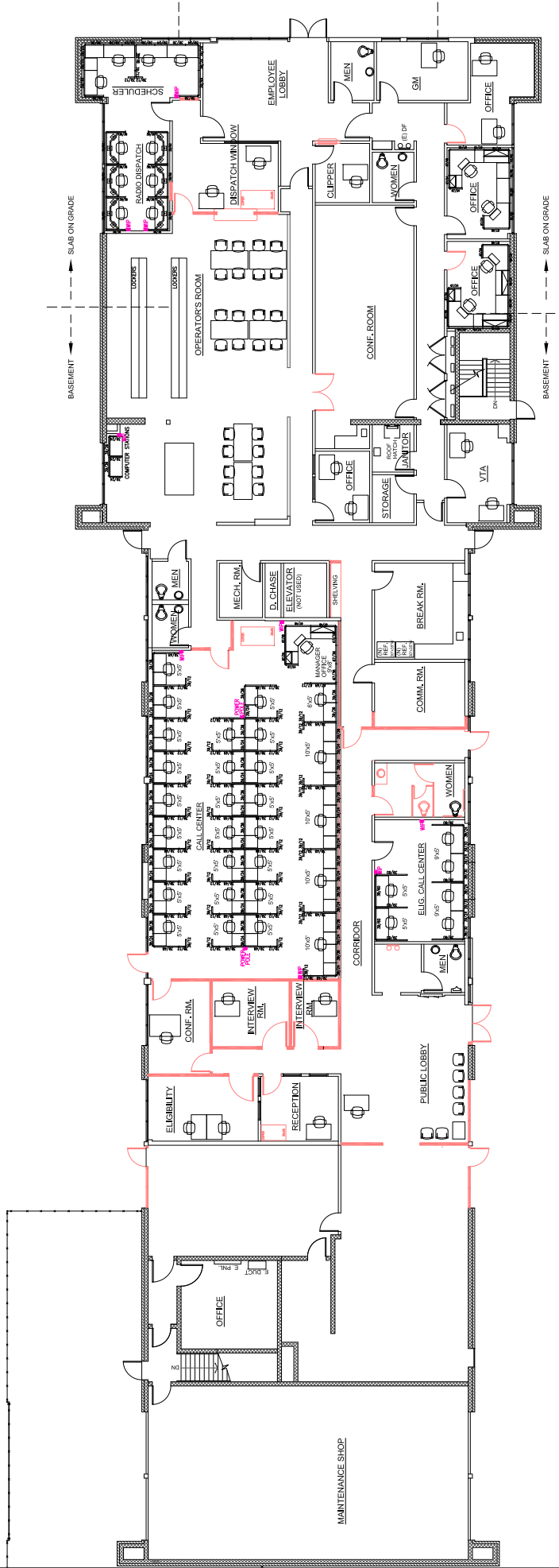
Phone Number: _____ Alternate Number: _____

Signature: _____ Date: _____

By signing this application, you are certifying under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

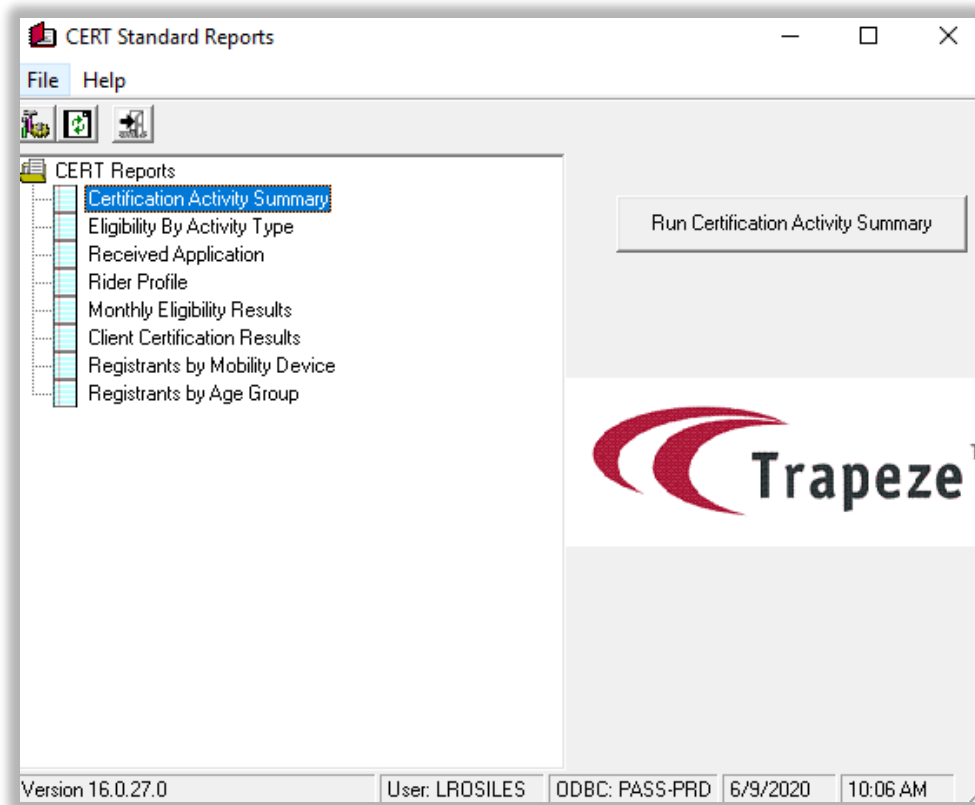
Applicant/Legal Guardian/Conservator Signature: _____ Date: _____

ATTACHMENT 4



NO.	DATE	REVISIONS
	5/17/2017	FINAL PHASE 1 LAYOUT (APPROVED FOR CONSTRUCTION)
	5/16/2017	REVISION 6 (REVISION 5 - 5/2/2017)
	4/25/2017	REVISION 4 (REVISION 3 - 3/7/2017)
	2/19/2017	REVISION 2 (REVISION 1 - 1/27/2017)
	12/21/2016	FOR J. SOTO
DESIGNED BY	10/17/2016	5-11-17-16g
DESIGNED	DATE	
APPROVED	DATE	
 SANTA CLARA Valley Transportation Authority		
APPROVED	INZ EMMIS	DATE
	MAY 17, 2017	1/8"=1'-0"
		SCALE
		DATE
		SCALE APPROX. DATE
VTA MOBILITY TRAINING CENTER EASTRIDGE TRANSIT CENTER 2240 TULLY RD. SAN JOSE, CA 95122		
REV. NO.	DESCRIPTION	FILE LOCATION
001	FURNITURE LAYOUT	13011 - UC
002		
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PROJECT 1
OF
CONTRACT
FURN-1
TITLE
FURNITURE LAYOUT
CONTRACT NO.
13011 - UC
FILE LOCATION



Received Application Report

From 04/01/2020 To 04/30/2020

Client	ClientId	Application Received Date	Days	Assessment Date	Days	Notified Date
EDUARDO [REDACTED]	27[REDACTED]	04/01/2020	N/A		N/A	
LORRY [REDACTED]	27[REDACTED]	04/01/2020	N/A		N/A	04/10/2020
MARIA [REDACTED]	1[REDACTED]	04/01/2020	0	04/01/2020	0	04/01/2020
FRANK [REDACTED]	20[REDACTED]	04/01/2020	0	04/01/2020	0	04/01/2020
GERARD [REDACTED]	1[REDACTED]	04/01/2020	0	04/01/2020	0	04/01/2020
DOROTHY [REDACTED]	2[REDACTED]	04/01/2020	0	04/01/2020	0	04/01/2020
TEST MARIAELENA TEST	27[REDACTED]	04/01/2020	0	04/01/2020	0	04/01/2020
THERESA [REDACTED]	2[REDACTED]	04/01/2020	2	04/03/2020	0	04/03/2020
GUSTAVO [REDACTED]	2[REDACTED]	04/01/2020	5	04/06/2020	0	04/06/2020
EDWARD [REDACTED]	2[REDACTED]	04/01/2020	5	04/06/2020	0	04/06/2020
CHI [REDACTED]	2[REDACTED]	04/01/2020	5	04/06/2020	0	04/06/2020

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
PARATRANSIT OPERATING STATISTICS
FY2019 Annual Transit Operations Performance Report
(July 01, 2018 - June 30, 2019)

	FY2019	FY2018	Percent Change
RIDERSHIP			
Clients	469,423	472,830	-0.7%
Attendants	48,528	50,571	-4.0%
Companions	5,050	7,325	-31.1%
Total	523,001	530,726	-1.5%
Avg. Weekday Trips	1,792	1,822	-1.7%
Avg. Weekday Client Trips	1,805	1,295	39.4%
Active Clients	7,259	7,316	-0.8%
Avg. Trips per Client	64.7	64.6	0.1%
PREMIUM SERVICES			
Same Day Trips	2,640	2,983	-11.5%
Second Vehicles	522	815	-36.0%
Open Returns	135	141	-4.3%
Service Area Surcharge Trips	4,333	3,431	26.3%
Subscription Trips	197,518	159,213	24.1%
Total	205,148	166,583	23.2%
LEVEL OF SERVICE			
Revenue Miles	5,718,414	5,543,779	3.2%
Revenue Hours	351,072	324,862	8.1%
Maximum Vehicles Operated (non-Taxi)	154	136	13.2%
Total Vehicles Available (non-Taxi)	222	229	-3.1%
ELIGIBILITY			
Total Data Cards Received	6,275	5,861	7.1%
New Applicants Certified	2,966	2,818	5.3%
New Applicants Denied	185	240	-22.9%
Clients Recertified	2,536	2,621	-3.2%
Clients Denied Recertification	55	76	-27.6%
Total Eligibility Assessments	5,742	5,702	0.7%
Denial Rate	4.2%	5.5%	-24.6%
EXPENSES AND REVENUES			
EXPENSES			
VTA Administration & Oversight - Labor Costs *	\$ 1,474,725.65	\$ 1,178,182.66	25%
Contracted Eligibility Certification Costs	\$ 1,081,239.74	\$ 819,187.38	32.0%
Contracted Fixed Costs	\$ 3,124,752.00	\$ 3,168,801.34	-1.4%
Contracted Variable Costs	\$ 13,375,796.55	\$ 11,141,484.71	20.1%
Contracted Supplemental Trip Costs **	\$ 1,673,085.26	\$ 2,323,011.87	-28%
Contracted Fare Processing *	\$ 104,846.90	\$ 133,380.66	-21%
Fleet Maintenance and Fuel **	\$ 2,264,400.54	\$ 1,883,261.19	20%
Hardware, Software, Utilities, phone and data services **	\$ 217,365.41	\$ 239,798.32	-9%
ADA-Facilities, Maintenance & Utilities **	\$ 388,178.05	\$ 459,413.80	-16%
Total Operating Costs	\$23,704,390.10	\$21,346,522	11.0%
REVENUES			
Client Fare ***	\$2,170,630	\$1,919,105	13.1%
Other Fare	\$117,263	\$124,630	-5.9%
Non-VTA Broker Revenue	\$0	\$0	NA
Total Revenue	\$2,287,892	\$2,043,735	11.9%
Net Expenses	\$ 21,416,498	\$ 19,302,787	11.0%
Fare Recovery Rate	9.7%	9.6%	0.8%
COST PER PASSENGER TRIP (excludes capital expenses)			
Total Reported Costs	\$45.32	\$40.22	12.7%
Fare Revenue	\$4.37	\$3.85	13.6%
Net Cost	\$40.95	\$36.37	12.6%
PERFORMANCE			
Passengers / Revenue Hour	1.5	1.6	-8.8%
Passenger Miles / Passenger Trip	12.3	13.4	-8.5%
On-Time Performance	91.4%	87.7%	4.2%

*New expense included in total paratransit costs

** New Paratransit Cost Structure previously accounted for in Fixed and Variable Costs. Key Cost Elements Broken Out Separately.

*** Adjustment pertaining to a FY17 payment of client account balances.

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
PARATRANSIT OPERATING STATISTICS
FY2018 Annual Transit Operations Performance Report
(July 01, 2017 - June 30, 2018)

	FY2018	FY2017	Percent Change
RIDERSHIP			
Clients	472,830	510,018	-7.3%
Attendants	50,571	50,002	1.1%
Companions	7,325	10,642	-31.2%
Total	530,726	570,662	-7.0%
Avg. Weekday Trips	1,822	1,919	-5.1%
Avg. Weekday Client Trips	1,295.42	1,705	-24.0%
Active Clients	7,316	3,745	95.4%
Avg. Trips per Client	64.6	136.2	-52.5%
PREMIUM SERVICES			
Same Day Trips	2,983	4,111	-27.4%
Second Vehicles	815	705	15.6%
Open Returns	141	482	-70.7%
Service Area Surcharge Trips	3,431	2,966	15.7%
Subscription Trips	159,213	100,183	58.9%
Total	166,583	108,447	53.6%
LEVEL OF SERVICE			
Revenue Miles	5,543,779	4,502,879	23.1%
Revenue Hours	324,862	327,507	-0.8%
Maximum Vehicles Operated (non-Taxi)	136	-	NA
Total Vehicles Available (non-Taxi)	229	-	NA
ELIGIBILITY			
Total Data Cards Received	5,861	6,582	-11.0%
New Applicants Certified	2,818	2,956	-4.7%
New Applicants Denied	240	103	133.0%
Clients Recertified	2,621	2,894	-9.4%
Clients Denied Recertification	76	68	11.8%
Total Eligibility Assessments	5,702	6,021	-5.3%
Denial Rate	5.5%	2.8%	95.1%
EXPENSES AND REVENUES			
EXPENSES			
Contracted Fixed Costs	\$ 3,168,801	\$ 6,527,948	-51.5%
Contracted Variable Costs	\$ 11,141,485	\$ 17,160,690	-35.1%
Contracted Eligibility Certification Costs	\$ 819,187	\$ 625,176	31.0%
Contracted Supplemental Trip Costs **	\$ 2,323,012	\$ -	NA
Contracted Fare Processing *	\$ 133,381	\$ -	NA
VTA Administration & Oversight - Labor Costs *	\$ 1,178,183	\$ -	NA
Fleet Maintenance and Fuel **	\$ 1,883,261	\$ -	NA
Hardware, Software, Utilities, phone and data services **	\$ 239,798	\$ -	NA
ADA-Facilities, Maintenance & Utilities **	\$ 459,414	\$ -	NA
Total Operating Costs	\$21,346,522	\$24,313,814	-12.2%
REVENUES			
Client Fare	\$1,919,105	\$1,767,425	8.6%
Other Fare	\$124,630	\$97,678	27.6%
Total Revenue	\$2,043,735	\$1,865,103	9.6%
Net Expenses	\$ 19,302,787	\$ 22,448,711	-14.0%
Fare Recovery Rate	9.6%	7.7%	24.8%
COST PER PASSENGER TRIP (excludes capital expenses)			
Total Reported Costs	\$40.22	\$42.61	-5.6%
Fare Revenue	\$3.85	\$3.27	17.8%
Net Cost	\$36.37	\$39.34	-7.5%
PERFORMANCE			
Passengers / Revenue Hour	1.6	1.7	-6.2%
Passenger Miles / Passenger Trip	13.4	9.3	44.1%
On-Time Performance	87.7%	91.9%	-4.6%

*New expense included in total paratransit costs

** New Paratransit Cost Structure previously accounted for in Fixed and Variable Costs. Key Cost Elements Broken Out Separately.

**SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
PARATRANSIT OPERATING STATISTICS
FY2017 Annual Transit Operations Performance Report
(July 01, 2016 - June 30, 2017)**

	FY2017	FY2016	Percent Change
RIDERSHIP			
Clients	510,018	539,514	-5.5%
Attendants	50,002	74,135	-32.6%
Companions	10,642	38,030	-72.0%
Total	570,662	651,679	-12.4%
Avg. Weekday Trips	1,919	2,301	-16.6%
Avg. Weekday Client Trips	1,705	1,898	-10.2%
Active Clients	3,745	7,618	-50.8%
Avg. Trips per Client	136.2	70.8	92.3%
PREMIUM SERVICES			
Same Day Trips	4,111	2,575	59.7%
Second Vehicles	705	168	319.6%
Open Returns	482	241	100.0%
Service Area Surcharge Trips	2,966	3,219	-7.9%
Subscription Trips	100,183	82,409	21.6%
Total	108,447	88,612	22.4%
LEVEL OF SERVICE			
Revenue Miles	4,502,879	4,930,999	-8.7%
Revenue Hours	327,507	337,188	-2.9%
Maximum Vehicles Operated (non-Taxi)	260	225	15.6%
Total Vehicles Available (non-Taxi)	224	227	-1.3%
ELIGIBILITY			
Total Data Cards Received	6,582	6,926	-5.0%
New Applicants Certified	2,956	2,395	23.4%
New Applicants Denied	103	399	-74.2%
Clients Recertified	2,894	2,580	12.2%
Clients Denied Recertification	68	369	-81.6%
Total Eligibility Assessments	6,021	5,743	4.8%
Denial Rate	2.8%	13.4%	-78.8%
EXPENSES AND REVENUES			
EXPENSES			
Eligibility Certification Costs	\$625,176	\$585,696	6.7%
Broker Costs	\$6,527,948	\$5,953,153	9.7%
Vendor Costs	\$17,160,690	\$15,922,243	7.8%
Total Operating Costs	\$24,313,815	\$22,461,092	8.2%
REVENUES			
Client Fare	\$1,767,425	\$2,057,950	-14.1%
Other Fare	\$96,198	\$691,716	-86.1%
Non-VTA Broker Revenue	\$1,480	\$4,950	-70.1%
Total Revenue	\$1,865,103	\$2,754,616	-32.3%
Net Expenses	\$22,448,713	\$19,706,475	13.9%
Fare Recovery Rate	7.7%	12.2%	-37.4%
Capital Expenses	\$0	\$110,325	-100.0%
Total Expenses	\$22,448,713	\$19,816,801	13.3%
COST PER PASSENGER TRIP (excludes capital expenses)			
Total Reported Costs	\$42.61	\$34.47	23.6%
Fare Revenue	\$3.27	\$4.22	-22.6%
Non-fare revenue	\$0.00	\$0.01	-100.0%
Net Cost	\$39.34	\$30.24	30.1%
PERFORMANCE			
Passengers / Revenue Hour	1.7	1.9	-10.5%
Passenger Miles / Passenger Trip	9.3	10.1	-7.9%
On-Time Performance	91.9%	90.9%	1.1%

**SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
PARATRANSIT OPERATING STATISTICS
FY2016 Annual Transit Operations Performance Report**

	FY2016	FY2015	Percent Change
RIDERSHIP			
Clients	539,514	513,810	5.0%
Attendants	74,135	112,417	-34.1%
Companions	38,030	94,360	-59.7%
Total	651,679	720,587	-9.6%
Avg. Weekday Trips	2,301	2,553	-9.9%
Avg. Weekday Client Trips	1,898	1,815	4.6%
Active Clients	7,618	7,479	1.9%
Avg. Trips per Client	70.8	68.7	3.1%
PREMIUM SERVICES			
Same Day Trips	2,575	1,660	55.1%
Second Vehicles	168	167	0.6%
Open Returns	241	258	-6.6%
Service Area Surcharge Trips	3,219	2,912	10.5%
Subscription Trips	82,409	91,117	-9.6%
Total	88,612	96,114	-7.8%
LEVEL OF SERVICE			
Revenue Miles	5,851,047	5,922,864	-1.2%
Revenue Hours	302,979	280,706	7.9%
Maximum Vehicles Operated (non-Taxi)	225	225	0.0%
Total Vehicles Available (non-Taxi)	227	242	-6.2%
ELIGIBILITY			
Total Data Cards Received	6,926	6,842	1.2%
New Applicants Certified	2,395	2,274	5.3%
New Applicants Denied	399	541	-26.2%
Clients Recertified	2,580	2,382	8.3%
Clients Denied Recertification	369	558	-33.9%
Total Eligibility Assessments	5,743	5,755	-0.2%
Denial Rate	13.4%	19.1%	-30.0%
EXPENSES AND REVENUES			
EXPENSES			
Eligibility Certification Costs	\$585,695	\$605,349	-3.2%
Broker Costs	\$5,952,942	\$6,115,344	-2.7%
Vendor Costs	\$15,922,241	\$14,032,581	13.5%
Total Operating Costs	\$22,460,879	\$20,753,274	8.2%
REVENUES			
Client Fare	\$2,057,950	\$1,951,458	5.5%
Other Fare	\$691,716	\$1,290,425	-46.4%
Non-VTA Broker Revenue	\$4,950	\$14,575	-66.0%
Total Revenue	\$2,754,616	\$3,256,459	-15.4%
Net Expenses	\$19,706,262	\$17,496,815	12.6%
Fare Recovery Rate	12.2%	15.6%	-21.6%
Capital Expenses	\$110,325	\$82,019	34.5%
Total Expenses	\$19,816,588	\$17,578,833	12.7%
ST PER PASSENGER TRIP (excludes capital expenses)			
Total Reported Costs	\$34.47	\$28.80	19.7%
Fare Revenue	\$4.22	\$4.50	-6.2%
On-Time Performance	90.9%	96.5%	-5.8%