

Technical Specifications

1.1. Paratransit General Information

1.1.1. Paratransit Rider Information

Paratransit in North America is recognized as a specialized transportation service designed to meet the mobility needs of individuals with disabilities and functions as a complement to fixed route bus and rail systems in accordance with the Americans with Disabilities Act (ADA). MetroLINK is seeking a qualified Contractor to provide ADA complementary paratransit services within its defined service area and during established service hours. The selected Contractor shall be responsible for delivering safe, reliable, and fully ADA-compliant curb-to-curb transportation services for eligible riders in accordance with MetroLINK policies, all applicable federal and state regulations, and the performance standards outlined in this Scope of Work.

In calendar year 2025, MetroLINK's paratransit service provided a total of 15,947 passenger trips, averaging approximately 59.39 weekday trips, 18.15 Saturday trips, and 5.86 Sunday trips. Approximately 40% of passengers require the use of wheelchairs, necessitating the use of ADA-compliant vehicles, appropriate mobility device securement systems, and operators trained in securement techniques and mobility assistance. Service demand peaks between 10:00 a.m. and 5:00 p.m., reflecting midday travel patterns associated with medical appointments, therapeutic services, employment, personal errands, and social activities. Ridership trends demonstrate seasonal variation, with higher demand during the spring and fall and reduced demand during the summer and winter months.

An ambulatory passenger is an ADA-eligible rider who is able to board and alight from the vehicle and position themselves safely without the use of a wheeled mobility device. This passenger may use assistive devices such as a cane or walker and may receive operator assistance as needed but is able to occupy a standard passenger seat during transit. A non-ambulatory passenger, by contrast, is an ADA-eligible rider who uses a wheeled mobility device—such as a manual wheelchair, power wheelchair, or three- or four-wheel scooter—and therefore requires designated securement space and securement equipment to remain in their mobility device while the vehicle is in operation.

ADA paratransit eligibility determinations, including the assignment and application of conditional eligibility criteria, are the responsibility of MetroLINK and shall not be delegated to the transportation contractor. All eligibility statuses and any associated trip-specific conditions are entered into MetroLINK's eligibility and scheduling system and transmitted to the contractor for use in trip scheduling and service delivery. The contractor shall rely exclusively on the eligibility information and conditions provided by MetroLINK when determining whether a trip request is ADA-eligible, and under no circumstances shall vehicle operators or other field personnel make independent eligibility determinations or alter established eligibility conditions.

MetroLINK retains full authority and responsibility for administering all ADA paratransit eligibility determinations and recertifications, and the contractor shall have no role in determining, revising, or approving eligibility or recertification outcomes. When recertification is required, riders must submit a new ADA Paratransit Eligibility Certification Form in accordance with MetroLINK policy, and the recertification process may include a review of updated application materials and, when deemed necessary by MetroLINK, a reassessment of the individual's functional ability to use fixed route transit services. Eligibility classifications designated as temporary are time-limited and must be reevaluated upon expiration prior to continued authorization of ADA paratransit service.

MetroLINK administers ADA paratransit eligibility for visitors in accordance with applicable ADA regulations and agency policy. Individuals visiting MetroLINK service area who are certified as ADA paratransit eligible by another transit provider, or who can document a disability that prevents independent use of MetroLINK fixed route services, may be approved for visitor ADA paratransit service. Visitor eligibility determinations are made solely by MetroLINK and shall not be delegated to the contractor. Such eligibility is time-limited

and generally permits use of ADA paratransit services for up to 21 days within a calendar year unless otherwise specified by MetroLINK policy, and all visitor registration and eligibility approvals must be completed prior to the scheduling of any paratransit trips.

1.1.2. Route Information

The ADA paratransit service area includes all locations within three-quarters ($\frac{3}{4}$) of a mile of an active MetroLINK fixed-route bus line, and both the origin and destination of a trip must be within this corridor to qualify for service. Coverage includes communities in the Illinois Quad Cities such as Moline, Rock Island, East Moline, Silvis, Milan, Carbon Cliff, Colona, and Hampton, where service is provided as a curb-to-curb, shared-ride service during the same days and hours as fixed-route operations, during the times below. All trips must be scheduled in advance, and riders must be certified as ADA-eligible based on how their disability affects their ability to use fixed-route transit.

	Fixed Route:	Paratransit:
Hours of Operation:		
Monday-Friday	5:00 a.m. – 9:45 p.m.	5:00 a.m. – 9:45 p.m.
Saturday	7:15 a.m. – 6:30 p.m.	6:00 a.m. – 6:30 p.m.
Sunday	8:00 a.m. – 5:00 p.m.	8:00 a.m. – 5:00 p.m.
Fare:	Adult Fare = \$1.00/trip Senior/Qualified Disabled/Veteran (with proper ID) = \$0.50/trip	\$2.00/trip

MetroLINK does not operate on New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

The current contractor provides one ADA-certified paratransit vehicle up to seventeen (17) hours daily from 5:00 a.m. to 9:45 p.m. Two Vehicles for up to twelve (12) hours daily from 5:00 a.m. to 5:00 p.m. and one vehicle for up to eight (8) hours daily from 5:00 a.m. to 1:00 p.m. Monday through Friday for a maximum of 12,740 hours annually. One ADA certified paratransit vehicle for twelve and a half (12.5) hours on Saturday from 6:00 a.m. to 6:30 p.m. and one vehicle for up to five (5) hours from 9:00 a.m. to 2:00 p.m. on Saturdays for a maximum of 910 hours of service annually. One ADA certified paratransit vehicle for up to nine (9) on Sunday for a maximum of 468 of service annually. Total annual service is a maximum of 14,118 annual hours.

1.1.3. Specialized Transportation Services (STS) Information

MetroLINK operates Specialized Transit Services (STS), which primarily provides transportation for individuals employed by ARC between their residences and their employment locations. STS currently operates approximately 10,947 Vehicle Revenue Hours annually. This historical service volume is provided to assist Proposers in estimating the staffing and resources necessary to perform the required dispatching services and does not constitute a guaranteed service level.

Under this Contract, the Contractor shall provide dispatching services for STS during all STS operating hours established by MetroLINK. MetroLINK shall provide the STS vehicle operators, vehicles, road supervision, vehicle maintenance, fuel, insurance, and other resources necessary to operate STS. Except for the dispatching responsibilities expressly assigned to the Contractor, the Contractor shall not be responsible for operating or supervising STS.

MetroLINK shall establish STS routes, schedules, operating policies, and service requirements and shall provide the Contractor with the manifests, schedules, employee contact information, and other information reasonably necessary to perform dispatching. MetroLINK may modify STS routes, schedules, and operating hours during the Contract term.

1.1.4. Paratransit Past Ridership

Table below is provided for historical context only. This data may not reflect current demand levels. 2023 is noted with an asterisk (*) to indicate Via Software integration.

Year	Trips	Revenue Hours	Revenue Miles	Denials	N/S	Productivity
2018	20,758	10,222	139,197	0	502	2.03
2019	20,001	10,656	135,645	0	528	1.88
2020	18,222	8,456	119,337	0	425	2.15
2021	11,603	5,788	82,046	0	349	2.00
2022	14,311	7,159	106,608	0	303	2.00
2023	*17,095*	*8,165*	*128,950*	*0*	*334*	2.09
2024	16,386	8,184	122,820	0	344	2.00
2025	15,947	8,722	145,926	0	395	1.83

1.2. Scope of Work and Contractor Requirements

1.2.1. Scope of Work Overview

This project includes two service components. The Contractor shall provide the complete operation and administration of MetroLINK's ADA complementary paratransit service in accordance with this Scope of Work. The Contractor shall also provide dispatching services for MetroLINK's directly operated Specialized Transit Services (STS). MetroLINK shall continue to provide and supervise the STS vehicle operators and shall provide the vehicles, maintenance, fuel, insurance, road supervision, and other operating resources for STS. The Contractor's responsibility for STS is limited to the dispatching and related recordkeeping and reporting requirements expressly stated in this Scope of Work.

Area	MetroLINK	Contractor
Vehicles	Provide and own all paratransit and STS passenger-service vehicles	Operate MetroLINK vehicles in paratransit service; do not operate STS vehicles; provide required administrative and supervisory vehicles
Fuel	Pay all fuel costs	Fuel vehicles; report usage
Maintenance	Pay all maintenance & repair costs	Coordinate maintenance and monitor vehicle condition
Operations Facilities	Provide the facility and pay for all internal and external facility maintenance, cleaning, utilities, insurance, and grounds care	Use the facility responsibly; protect MetroLINK property; and promptly report facility damage, safety hazards, or maintenance needs
Road Supervision	Monitor paratransit performance;	Provide paratransit road supervision and investigations; coordinate with MetroLINK supervisors regarding STS dispatch incidents
Reservations	Set service policies and provide STS trip and rider information	Provide paratransit scheduling; dispatch STS according to MetroLINK-approved schedules
Scheduling	Set performance standards	Provide scheduling
Dispatch	Establish standards, provide systems, and provide STS escalation contacts	Provide paratransit dispatching and dispatch MetroLINK-employed operators for STS
Customer Service	Set expectations	Provide customer service
Complaints	Receive & enforce	Investigation; respond in writing
Reporting	Define & review reports	Prepare required paratransit reports and separate STS dispatch activity reports
Insurance	Insure MetroLINK-owned vehicles and MetroLINK-employed STS personnel as applicable	Maintain required Contractor coverage for Contractor personnel and operation
Training	Approve standards	Train Contractor personnel, including paratransit personnel and STS dispatchers
Fare Media	Set fares	Collect & remit fares
Incident Response	Declare emergencies	Respond to paratransit incidents; document and immediately escalate STS incidents to MetroLINK

Marketing	Control branding	Distribute approved info
IT & Systems	Provide and administer required operational systems	Use MetroLINK-provided systems and provide required contractor-owned administrative technology

1.2.1.1. Charter Service

MetroLINK may direct the Contractor to provide occasional charter service using MetroLINK vehicles. Charter service shall be provided only upon MetroLINK's prior written authorization and in accordance with MetroLINK's instructions regarding the event, vehicles, service schedule, routes, staffing, and other operating requirements.

The Contractor shall not independently solicit, arrange, or provide charter service using MetroLINK vehicles and shall not use MetroLINK vehicles for any purpose outside the services authorized under this Contract without MetroLINK's prior written consent. Authorized charter service shall not interfere with or reduce the vehicles, personnel, or other resources required for regular MetroLINK service. The Contractor shall be responsible for the scheduling, dispatching, staffing, operation, and documentation of each authorized charter.

The Contractor shall be compensated for authorized charter service at the hourly charter rate stated in its Price Proposal, subject to a two-hour minimum per event. The Contractor shall separately identify charter hours and charges on its invoice and maintain records of all charter service hours, mileage, vehicles, operators, and other information required by MetroLINK. All charter service shall comply with applicable federal and state requirements and MetroLINK policies. Contractor-owned or Contractor-leased administrative vehicles shall not be used to transport charter passengers.

1.2.1.2. Compensation

The Contractor shall be compensated through a fixed monthly paratransit fee, a variable rate based on actual Contractor-operated paratransit Vehicle Revenue Hours, and a separate fixed monthly fee for STS dispatching services.

Fixed Monthly Paratransit Fee. The fixed monthly paratransit fee shall compensate the Contractor for paratransit costs that do not vary directly with the amount of service operated, including contract management, administrative support, general supervision, reservations, scheduling, dispatching, required reporting, insurance, corporate overhead, and other fixed paratransit costs identified in the Contractor's Price Proposal.

Fixed Monthly STS Dispatch Fee. The fixed monthly STS dispatch fee shall constitute full compensation for providing STS dispatch coverage, including dispatcher staffing, relief coverage, communications, coordination with MetroLINK employees and supervisors, required recordkeeping and reporting, training, payroll costs, employee benefits, insurance, and other costs associated with the Contractor's STS dispatching responsibilities. The fee shall not vary based on the number of STS trips, miles, or Vehicle Revenue Hours unless the parties approve a written Contract amendment.

Variable Paratransit Vehicle Revenue Hour Rate. The variable rate shall compensate the Contractor for costs that vary with the amount of Contractor-operated paratransit service, including paratransit vehicle operator wages, payroll taxes, employee benefits, and other variable operating costs identified in the Contractor's Price Proposal. STS Vehicle Revenue Hours shall not be included in the calculation of variable compensation because STS vehicles are operated by MetroLINK employees.

Monthly compensation shall be calculated as follows:

- ❖ Monthly Compensation = Fixed Monthly Paratransit Fee + Fixed Monthly STS Dispatch Fee + (Actual Contractor-Operated Paratransit Vehicle Revenue Hours × Variable Paratransit

Vehicle Revenue Hour Rate), less applicable credits, liquidated damages, or other authorized adjustments.

The fixed monthly paratransit fee, fixed monthly STS dispatch fee, and variable paratransit Vehicle Revenue Hour rate shall constitute full compensation for all services required under this Scope of Work, except for additional services expressly authorized in writing by MetroLINK.

For payment purposes, a Vehicle Revenue Hour is an hour, or portion thereof, during which a vehicle is operating in authorized revenue service and available to transport passengers. Vehicle Revenue Hours include passenger loading and unloading and authorized layover or recovery time. Vehicle Revenue Hours exclude:

- Travel from the operating facility or dispatch point to the first passenger pickup
- Travel following the last passenger drop-off to the operating facility or dispatch point
- Operator breaks occurring outside revenue service
- Fueling, maintenance, vehicle testing, and operator training
- Charter, experimental, or other services separately compensated under the Contract
- Service not authorized by MetroLINK
- Hours arising from inaccurate, incomplete, duplicate, or unsupported records

For avoidance of doubt, Vehicle Revenue Hours operated by MetroLINK employees as part of STS service are not billable Vehicle Revenue Hours under the Contractor's variable paratransit Vehicle Revenue Hour rate. The approximately 10,947 annual STS Vehicle Revenue Hours identified in this Scope of Work are provided solely to describe the anticipated dispatching workload.

Via shall be the official source of record for determining billable Vehicle Revenue Hours. MetroLINK will generate or independently review the applicable Via report for each invoice period. Any difference between the Contractor's invoice and the Via report must be separately identified, explained, and supported by operational records. No adjustment to the Via-reported Vehicle Revenue Hours shall be payable unless approved by MetroLINK.

1.2.2. Service-Volume Changes

The estimated paratransit and STS Vehicle Revenue Hours included in the RFP are provided for proposal evaluation and budgeting purposes. Compensation under the variable Vehicle Revenue Hour rate shall increase or decrease only based on actual verified Contractor-operated paratransit Vehicle Revenue Hours. Changes in STS Vehicle Revenue Hours shall not affect compensation unless MetroLINK materially changes the required STS dispatch coverage and the parties approve a corresponding adjustment through a written Contract amendment.

If MetroLINK-directed changes cause annual Contractor-operated paratransit Vehicle Revenue Hours to vary by more than 20% from the estimated annual amount, either party may request a review of the paratransit pricing structure. A party may also request review if MetroLINK materially expands or reduces the required days or hours of STS dispatch coverage. No rate adjustment shall be effective unless agreed to in a written Contract amendment.

1.2.2.1. Vehicles

MetroLINK currently provides a fleet of ADA-compliant vehicles through a lease agreement. Vehicle requirements are provided below in Section 1.2.3.

1.2.2.2. Contract Term

The proposed duration of any subsequent contract shall be for a period of three (3) calendar years. The Proposal and any subsequent contract shall include two one-year option periods to be a part of

the Proposal and contract. Exercise of the option to extend the contract shall be at sole discretion of MetroLINK. MetroLINK reserves the right to cancel this contract through submission of a written notice to the Contractor, at least thirty (30) calendar days prior to the date of any proposed cancellation.

1.2.2.3. Personnel, Staffing, and Coverage Requirements

MetroLINK recognizes that qualified personnel and effective staffing coverage are critical to the success of paratransit operations and STS dispatching. MetroLINK therefore places significant emphasis on Contractor hiring standards, training programs, supervision, staffing coverage, and disciplinary procedures for Contractor personnel. These requirements apply to the Contractor's paratransit personnel and to Contractor employees who dispatch STS. They do not apply to MetroLINK-employed STS vehicle operators or supervisors, who remain under MetroLINK's employment and supervision.

The Contractor shall maintain adequate staffing coverage at all times to operate the paratransit service and provide uninterrupted dispatch coverage for both paratransit and STS during their respective operating hours. MetroLINK recognizes that proposers may employ varying staffing models; therefore, MetroLINK does not mandate specific staffing headcounts. However, the Proposer shall demonstrate that sufficient personnel coverage will be consistently available to meet all service, safety, and responsiveness requirements. Proposals shall clearly describe how coverage will be maintained during peak hours, off-peak hours, weekends, holidays, and during unplanned absences. The Contractor shall determine the number, titles, assignments, and scheduling of its supervisory personnel. Regardless of the staffing model selected, qualified supervisory personnel with authority to direct operations and respond to service and safety issues shall be available throughout all service hours.

1.2.2.4. Organizational Overview

The Proposer shall submit an Organizational Overview identifying all Contractor staff positions proposed to operate MetroLINK's paratransit service and provide STS dispatching. The Overview shall describe functional roles and coverage responsibilities for contract management, paratransit reservations, scheduling and dispatching, STS dispatching, paratransit operations, training, safety, road supervision, and vehicle maintenance coordination and recordkeeping. The Overview shall clearly distinguish Contractor personnel from MetroLINK-employed STS vehicle operators and supervisors.

1.2.2.5. Management Coverage

The Contractor shall designate a single Manager who is authorized to act as an agent of the Contractor and make binding operational decisions related to the MetroLINK contract. The Manager shall have a minimum of three (3) years of experience managing similar ADA paratransit, demand-response, or transit dispatch operations. A resume for the proposed Manager shall be included with the proposal, and the Manager candidate shall be present at the vendor interview, if requested.

The Manager shall:

- Be responsible for the safe, reliable, and compliant delivery of all contracted services.
- Provide direct supervision of daily Contractor operations, including Contractor-employed paratransit vehicle operators, paratransit and STS dispatchers, Contractor road supervisors, and support staff. The Manager shall coordinate with, but shall not directly supervise, MetroLINK-employed STS vehicle operators or supervisors.
- Serve as the primary liaison with MetroLINK.
- Maintain a thorough working knowledge of ADA requirements and applicable DOT and FTA regulations.

- Cooperate fully with MetroLINK regarding service quality, operational data, planning, public comments, and special requests.
- Attend all meetings and hearings related to MetroLINK STS and paratransit services or designate an authorized substitute when necessary.

The Contractor shall ensure that the Manager or qualified designated supervisory personnel are available throughout all service hours. The Contractor shall also maintain an after-hours management escalation process for emergencies, accidents, unresolved incidents, and other matters requiring management attention outside service hours.

Emergency contact numbers for all key management personnel shall be provided to MetroLINK upon contract award.

1.2.2.6. Dispatch, Supervision, and Operational Coverage

The Contractor shall maintain:

- Continuous dispatch coverage during all service Continuous paratransit dispatch coverage during all paratransit service hours and continuous STS dispatch coverage during all STS operating hours established by MetroLINK.
- Qualified supervisory personnel shall assist operators, respond to service disruptions, investigate incidents, and enforce safety and service standards
- A documented escalation process for emergencies, service failures, and public-safety issues

The Contractor's supervisory responsibilities apply to Contractor personnel and the Contractor-operated paratransit service. MetroLINK shall supervise its STS vehicle operators and provide STS road supervision. Contractor dispatchers shall communicate operational issues involving STS to the appropriate MetroLINK supervisor in accordance with the escalation procedures established by MetroLINK.

MetroLINK does not specify a specific number of supervisors or supervisory positions. The Contractor is responsible for designing and maintaining a staffing model sufficient to satisfy all service, response-time, safety and performance requirements.

1.2.2.7. Staffing Responsibility

All personnel furnished by the Contractor to perform services under this Contract shall be employees or authorized subcontractors of the Contractor. The Contractor shall be solely responsible for their wages, benefits, payroll taxes, supervision, and compliance with applicable labor laws. STS vehicle operators and STS supervisory personnel furnished by MetroLINK shall remain employees of MetroLINK and shall not be considered employees, agents, or subcontractors of the Contractor.

1.2.2.8. Incumbent Workforce Transition

MetroLINK may, at its discretion, identify whether transition of the incumbent workforce is desired or required. Proposers shall describe their approach to incumbent employee transition, including hiring preferences, onboarding processes, and continuity of service, if applicable.

1.2.2.9. Hiring and Screening Standards

Prior to employing any individual in a safety-sensitive or public-facing role, the Contractor shall:

- Conduct background checks appropriate to the position, including criminal history screening in accordance with applicable law.
- Obtain and verify detailed employment history, driving experience, and professional qualifications.
- Conduct pre-employment Department of Motor Vehicle (DMV) record checks for all employees required to operate vehicles.

- Require all vehicle operators to hold and maintain all required state, federal, and local licenses and certifications.

The Contractor shall conduct annual DMV record checks for all vehicle operators and notify MetroLINK of results and any corrective actions taken. Employee records shall be available for MetroLINK inspection during the term of the contract. MetroLINK reserves the right to conduct DMV record checks for all vehicle operators.

1.2.2.10. Driving Record and Language Standards

MetroLINK reserves the right to establish minimum driving record standards, including acceptable thresholds for accidents, moving violations, and license suspensions. The Contractor shall enforce these standards consistently.

All personnel who interact with passengers or the public must possess sufficient English language proficiency to ensure safe operations, effective communication, and appropriate customer service. Additional language capabilities may be required if identified by MetroLINK as necessary to meet community needs.

1.2.2.11. Employee Retention

The Contractor shall develop, maintain, and document employee retention programs designed to minimize turnover among vehicle operators and operational staff. Such programs shall support service reliability, safety, and customer satisfaction.

1.2.2.12. Drug and Alcohol Testing Compliance

The Contractor shall comply, at its own expense, with all applicable FTA drug and alcohol testing requirements, including but not limited to the provisions of 49 CFR Part 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs) and 49 CFR Part 655 (Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations), as amended. Compliance shall apply to all safety-sensitive employees as defined by FTA regulations and guidance.

The Contractor shall ensure that all FTA-Covered safety-sensitive personnel are enrolled in and subject to the drug and alcohol testing program. FTA-Covered safety-sensitive functions include, but are not limited to, operating revenue service vehicles, operating non-revenue vehicles requiring a commercial driver's license, dispatching or controlling the movement of revenue service vehicles, and performing vehicle maintenance, repair, or servicing duties where failure to perform such functions correctly could result in an accident or injury. The Contractor shall be solely responsible for identifying FTA-Covered safety-sensitive positions and ensuring appropriate testing coverage.

The contractor shall ensure that all FTA-Covered safety-sensitive personnel, upon hire, receive an initial 60 minutes of training on the effects and consequences of prohibited drug use and the signs and symptoms that may indicate prohibited drug use as required by 49 CFR §655.14(b)."

Contractor employees who dispatch or control the movement of STS or paratransit revenue-service vehicles shall be treated as Contractor safety-sensitive personnel to the extent required by applicable FTA regulations. MetroLINK shall remain responsible for the drug and alcohol testing program applicable to MetroLINK-employed STS vehicle operators and supervisors. Each party shall provide the other with reasonable documentation necessary to demonstrate compliance for the personnel under its responsibility

The Contractor's drug and alcohol testing program shall include all required types of testing, including pre-employment, random, post-accident, reasonable suspicion, return-to-duty, and

follow-up testing. All testing shall be conducted in strict accordance with FTA-mandated procedures, testing thresholds, timelines, and chain-of-custody requirements.

The Contractor shall maintain a written drug and alcohol testing policy that is fully compliant with federal requirements and shall utilize qualified service providers, including a Medical Review Officer (MRO) and, where applicable, a Substance Abuse Professional (SAP). Supervisors who are responsible for making reasonable suspicion determinations shall receive required training on the physical, behavioral, speech, and performance indicators of probable drug use and alcohol misuse.

The Contractor shall maintain complete, accurate, and up-to-date records related to its drug and alcohol testing program, including testing results, annual random testing rates, supervisor training records, Management Information System (MIS) reports, records of refusals to test, verified positive results, violations, return-to-duty testing, and follow-up testing plans. Records shall be retained for the periods required by federal regulation and shall be made available to MetroLINK upon request for monitoring, compliance review, or audit purposes. MetroLINK reserves the right to conduct compliance reviews directly or through third-party representatives.

The Contractor shall submit annual MIS reports in the format required by the FTA and shall promptly notify MetroLINK of any confirmed positive test results, refusals to test, or other drug and alcohol program violations involving Contractor personnel assigned to MetroLINK service, consistent with applicable confidentiality requirements. When violations occur, the Contractor shall provide documentation of corrective actions taken and measures implemented to prevent recurrence.

All costs associated with drug and alcohol testing compliance, including testing, administration, training, recordkeeping, and return-to-duty and follow-up processes, shall be borne entirely by the Contractor. MetroLINK shall not be responsible for any costs related to implementation or enforcement of the drug and alcohol testing program. The Contractor shall be fully responsible for compliance and shall indemnify and hold MetroLINK harmless from any penalties, findings, or corrective actions resulting from Contractor non-compliance.

The Contractor shall promptly update its policies, procedures, and practices to reflect changes in federal regulations or FTA guidance. Any revisions that impact MetroLINK services shall be submitted to MetroLINK for review upon request.

The contractor shall comply with the Drug Free Workplace Act of 1988, including but not limited to, publishing a Drug-Free Workplace Policy and establishing a Drug-Free Awareness Program

1.2.2.13. Training

The Contractor shall develop, conduct, and pay for all training required for personnel assigned to MetroLINK service. The Contractor shall ensure that each employee is fully trained, qualified, and competent before performing assigned duties and shall provide refresher, remedial, and corrective training as necessary. The Contractor's training program shall comply with all applicable federal, state, and local requirements and MetroLINK service and safety standards. Training shall be conducted by qualified instructors and shall include classroom, practical, and behind-the-wheel instruction appropriate to each employee's duties.

Vehicle operator training shall include, at a minimum:

- ADA Paratransit requirements
- Disability awareness and passenger sensitivity
- Passenger Assistance Techniques
- Mobility-device and wheelchair securement

- Defensive driving
- Safe operation of each vehicle type
- Pre-trip inspections
- Service area familiarization
- Via and other MetroLINK-provided systems
- Fare and eligibility policies
- Customer service and passenger conduct
- Accident prevention and reporting
- Emergency procedures
- No-show, missed-trip, and passenger-contact procedures
- All other subjects required by law, regulation, MetroLINK policy, or the Contractor's approved training program

The Contractor shall submit its training program, curricula, instructor qualifications, and competency-evaluation procedures to MetroLINK for review and approval before service begins. MetroLINK approval does not relieve the Contractor of responsibility for the adequacy, compliance, or effectiveness of its training program. The Contractor shall maintain complete training records for each employee, including course content, training dates, duration, instructor, test or competency results, refresher training, retraining, and completion status. Records shall be retained for the period required by applicable law and made available to MetroLINK upon request.

No employee shall perform a function for which required training has not been completed and documented. The Contractor shall coordinate training schedules to maintain adequate service coverage and avoid service disruption.

1.2.2.14. Uniforms

The Contractor shall provide uniforms and establish a strict dress code for all vehicle operators and/or supervisory personnel whose duties bring them in contact with the public.

- Uniforms must be approved by MetroLINK
- The dress code must demonstrate a clean, professional appearance.
- The Contractor shall provide all vehicle operators with name tags clearly displaying their names. Vehicle operators shall wear name tags at all times while performing their duties.

1.2.3. Vehicle Requirements

All vehicles leased by MetroLINK and provided to the Contractor for paratransit service shall comply with all applicable Americans with Disabilities Act (ADA) vehicle accessibility requirements as set forth in 49 CFR Part 38, Subpart B.

Each leased vehicle shall be equipped with a minimum of two (2) wheelchair securement (tie-down) stations that meet ADA standards. Wheelchairs shall be loaded and unloaded from the right side of the vehicle. Low-floor vehicle designs are preferred.

Vehicle #	Year	Make / Model	Capacity	Lift/Ramp	In-Service Date
964	2017	Dodge – Braun Grand Caravan SE	6	Ramp	10/13/2017
970	2024	Chrysler – Voyager	6	Ramp	06/20/2025
971	2024	Chrysler – Voyager	6	Ramp	06/20/2025
1040	2017	Starcraft – E450 Super Duty	14	Lift	11/08/2017
1041	2017	Starcraft – E450 Super Duty	14	Lift	11/08/2017
1042	2018	Starcraft – Allstar	12	Lift	11/29/2018
1047	2023	Chevy/Turtle Top-Express G4500 Terra Transit	12	Lift	03/11/2024

1.2.3.1. Vehicle Communications

Each MetroLINK vehicle used in passenger service shall be equipped with a two-way radio and any Computer-Aided Dispatch/Automatic Vehicle Location equipment required by MetroLINK. MetroLINK shall provide and maintain this equipment.

1.2.3.2. Identification of Vehicles

All vehicles leased by MetroLINK and operated by the Contractor shall be readily identifiable as providing paratransit services for MetroLINK, in accordance with MetroLINK branding and identification requirements.

Contractor-owned or Contractor-leased administrative and supervisory vehicles shall not be represented as passenger-service vehicles and shall not display MetroLINK branding unless specifically authorized by MetroLINK.

1.2.3.3. Vehicle Usage

Vehicles leased from MetroLINK shall be used only to provide authorized MetroLINK service or for other purposes expressly approved by MetroLINK. Contractor-owned or Contractor-leased vehicles may be used for management, road supervision, accident response, employee transportation, and other administrative purposes. Such vehicles shall not be used to transport passengers or provide revenue service under this Contract. The Contractor shall be solely responsible for MetroLINK purchase, lease, operation, maintenance, repair, fuel, registration, and insurance costs associated with its administrative and supervisory vehicles.

1.2.3.4. Vehicle Maintenance

MetroLINK shall be responsible for all authorized costs associated with maintaining and repairing MetroLINK-owned paratransit vehicles. General maintenance and repair work shall be performed by a qualified third-party maintenance provider approved by MetroLINK.

The Contractor shall monitor vehicle condition; promptly identify and report maintenance and repair needs; schedule and coordinate work with the maintenance provider; arrange for vehicles to be made available for service; monitor the status of work; and verify that completed work satisfies MetroLINK's standards, manufacturer requirements, warranty requirements, and applicable safety requirements. The Contractor may authorize routine maintenance and repairs with an estimated total cost of \$2,500.00 or less per vehicle and occurrence. Any maintenance or repair with an estimated total cost exceeding \$2,500.00 requires prior written approval from authorized MetroLINK staff before work begins. Related work shall not be divided into separate work orders, estimates, or invoices to avoid the approval requirement. If the final cost is expected to exceed \$2,500.00 after work has begun, the Contractor shall obtain MetroLINK's written approval before authorizing additional work. If immediate action is reasonably necessary to protect passengers, employees, the public, or MetroLINK property, the Contractor may authorize emergency work without advance approval but shall notify MetroLINK as soon as practicable and provide written documentation of the circumstances and costs.

The Contractor shall review completed work for apparent completeness, obtain the applicable work order and supporting documentation, and promptly notify MetroLINK of any unresolved deficiency. The third-party maintenance provider shall invoice MetroLINK directly unless MetroLINK establishes another payment procedure. The Contractor shall preserve and protect MetroLINK vehicles and equipment while in its care, custody, or control and shall promptly report vehicle damage in accordance with Section 1.2.3.10.

1.2.3.5. Operations Facility

MetroLINK shall provide the Contractor an operations facility with appropriate vehicle storage and parking areas. MetroLINK shall be responsible for all internal and external care and maintenance of the facility, including cleaning, grounds maintenance, snow and ice removal, HVAC maintenance, utilities, property insurance, and building repairs.

The Contractor shall use the facility responsibly, protect MetroLINK property, and promptly notify MetroLINK of any damage, unsafe condition, or maintenance need. The Contractor shall not alter the facility or arrange facility repairs without MetroLINK's prior authorization. If the facility becomes unavailable, MetroLINK shall provide a reasonably comparable replacement facility and notify the Contractor of the change as soon as practicable.

1.2.3.6. Vehicle Maintenance Records

The Contractor shall maintain complete and current records for each MetroLINK vehicle, including preventive maintenance, inspections, repairs, warranty work, recalls, fluid usage, vehicle downtime, and other pertinent maintenance information. Records shall identify the date, mileage, maintenance or repair performed, maintenance provider, cost when available, and date the vehicle was returned to service. The Contractor shall also maintain records of accidents and resulting repair work for each vehicle. All records shall be made available to MetroLINK upon request and shall remain the property of MetroLINK. The Contractor's recordkeeping responsibilities do not make the Contractor financially responsible for maintenance or repairs except as expressly provided in Section 1.2.3.10.

1.2.3.7. Vehicle Maintenance Schedules

The Contractor shall maintain and monitor the preventive maintenance schedule for each MetroLINK vehicle and shall coordinate required maintenance with the third-party maintenance provider. Preventive maintenance intervals shall comply with MetroLINK requirements, manufacturer recommendations, warranty requirements, and applicable federal and state standards. The Contractor shall schedule maintenance sufficiently in advance to avoid overdue preventive maintenance and minimize disruption to passenger service. The Contractor shall promptly notify MetroLINK of any maintenance that is overdue, cannot be completed as scheduled, or may materially affect vehicle availability or service delivery.

1.2.3.8. Pre-trip Inspections

Each vehicle must receive a daily pre-trip inspection by the operator prior to being placed in service. Daily pre-trip inspections must be supplemented by regular time and mileage maintenance inspections to ensure safe and proper operating condition of vehicles. A record of such inspections shall be kept by the Contractor and be made available to MetroLINK.

The daily pre-trip inspection must conform to MetroLINK's standard practice for pre-trip inspections.

Passenger lifts, grab bars, folding steps, ramps, and other passenger assistance devices must be inspected for proper function, safety, and security daily.

Seatbelts and other passenger restraint devices shall be inspected daily for cleanliness and serviceability.

The Contractor shall promptly report defects identified during an inspection, remove a vehicle from service when required for safety, and coordinate necessary maintenance or repair in accordance with Sections 1.2.3.4 and 1.2.3.7.

1.2.3.9. Warranty Claims

The Contractor shall identify potential warranty repairs and coordinate warranty claims with MetroLINK and the applicable maintenance provider or manufacturer's representative. The Contractor shall maintain documentation of all warranty claims and ensure that any warranty payment or credit associated with a MetroLINK vehicle is issued to MetroLINK or applied for MetroLINK's benefit.

1.2.3.10. Damage Repair

The Contractor shall promptly report all damage to MetroLINK vehicles or equipment and coordinate necessary inspections and repairs in accordance with Section 1.2.3.4.

The Contractor shall reimburse MetroLINK for the reasonable, documented cost of repairing damage caused by the Contractor's negligence, willful misconduct, unauthorized use, or failure to comply with the Contract, but only to the extent such cost is not recovered through insurance. MetroLINK shall control or approve all repairs to its vehicles and equipment.

1.2.3.11. Vehicle Cleaning and Appearance

The Contractor shall be responsible for maintaining all vehicles in a clean, safe, and presentable condition at all times. Vehicle interiors and exteriors shall be routinely inspected and cleaned as necessary to remove dirt, debris, litter, stains, and other conditions that detract from the appearance of the vehicle or passenger experience. Particular attention shall be given to seats, seatbelts, passenger restraint devices, and associated equipment to ensure they remain clean, serviceable, and free of debris.

At the conclusion of each service shift, the Contractor shall perform a routine vehicle clean-up and inspection to ensure the vehicle is presentable for public service and ready for the next operating period. MetroLINK may require the Contractor to promptly correct any vehicle cleanliness or appearance deficiency. Repeated or uncorrected deficiencies may result in corrective action or removal of the vehicle from service until the deficiency has been corrected.

1.2.4. Reservations, Scheduling, and Dispatching

1.2.4.1. General Expectations

The Contractor shall provide reservations, scheduling, and dispatching for the Contractor-operated paratransit service and dispatching for MetroLINK's directly operated STS. These functions shall be performed in a coordinated manner that supports responsive service, safe operations, timely communications, and efficient use of available vehicles. All such functions shall occur in an accessible facility that complies with the Barrier Free Design Standards referenced in September 6, 1991, Federal Register (49 CFR Parts 27, 37, and 38), as amended.

MetroLINK utilizes Via as the system of record for demand-responsive service reservations, trip intake, scheduling, dispatch communications, trip disposition coding, and operational reporting. The Contractor shall use Via for all paratransit functions and for STS dispatching to the extent configured and directed by MetroLINK. If MetroLINK requires a different or supplemental process for STS, the Contractor shall use the MetroLINK-approved process and maintain complete, accurate, and timely records throughout all STS operating hours.

For the purposes of service delivery and performance monitoring, the following definitions apply and shall govern how arrival performance is recorded in Via:

- **Pickup Window:** The pickup window begins fifteen minutes before and ends fifteen minutes after the passenger's scheduled pickup time. For example, the pickup window for a 10:00 a.m. scheduled pickup is 9:45 a.m. through 10:15 a.m.

- **Arrival Time:** Arrival time is the time the vehicle arrives at the designated pickup location and is ready to receive the passenger. The operator shall record the arrival time in Via immediately.
- **On-Time:** A vehicle is on time when it arrives within the established pickup window. An arrival before the pickup window opens is early. Arrival after the pickup window closes is late.

MetroLINK shall provide and administer Via, and all other software required for reservations, scheduling, dispatching, service delivery, operational reporting, and contract administration. MetroLINK shall also provide and manage operator and dispatcher devices, including tablets and associated data plans, and shall establish system configurations, access permissions, reporting standards, data definitions, and data-export procedures.

The Contractor shall use MetroLINK-provided software exclusively for administering MetroLINK service, maintain complete and accurate information in those systems, and train its personnel in their proper use. The Contractor shall not purchase, substitute, or implement operational software for MetroLINK service without MetroLINK's prior written approval.

The Contractor must provide sufficient staffing for paratransit reservations, scheduling, customer communications, and dispatching and for STS dispatching during the applicable service hours; ensure proficiency in English, radio protocol, and professional communication; and maintain live call-taking during all hours of service without reliance on automated answering systems. Any call-forwarding or after-hours call handling arrangements must receive prior written approval from MetroLINK. The Contractor shall also supply adequate telephone equipment and staffing, at its own expense, to ensure that all incoming calls are answered promptly and professionally.

1.2.4.2. Order Taking and Reservations

The Contractor shall utilize a systematic method for order taking and reservations in order to promote prompt and efficient answering and booking of reservations, and minimize caller wait time.

The Contractor shall provide reservation and scheduling service from 6:00 a.m. to 6:00 p.m., Monday through Saturday. The Contractor shall provide trip cancellation service, will-call return scheduling, and trip information during all hours of operation.

No trip purpose restrictions will be imposed for demand responsive service.

The Contractor must fully document all reservations and cancellations in a manner which enables MetroLINK to monitor quality assurance practices.

The Contractor shall notify the passenger when the vehicle is anticipated to arrive outside the established pickup window. MetroLINK will monitor compliance and may require corrective action for repeated Contractor-attributable failures.

1.2.4.3. Eligibility

The Contractor shall only transport eligible persons. MetroLINK will certify all persons eligible to receive paratransit service, issue such person's identification cards, and shall furnish the Contractor with a current list of persons eligible for service. Service will be provided to the following eligible persons:

- Persons displaying a valid ADA paratransit card issued by MetroLINK and their service animals.
- Visitors to the MetroLINK service area, displaying a valid ADA paratransit ID card issued by the jurisdiction in which they live and their service animals.
- Registered Personal Care Attendants (PCA).

- Companions of eligible passengers. Companions will be transported on a space available basis subject to capacity constraints.
- Other persons, as may be approved by MetroLINK.

1.2.4.4. Service Information

The Contractor will provide telephone information for MetroLINK paratransit service to the public during all standard hours of operation. The Contractor shall provide accurate and timely information to callers regarding MetroLINK paratransit services.

1.2.4.5. Scheduling

The Contractor shall perform all required scheduling functions using the software provided and administered by MetroLINK. The Contractor shall provide the qualified personnel and any office computer hardware not expressly provided by MetroLINK that are necessary to perform scheduling functions.

The Contractor is encouraged to show creativity in routing and scheduling MetroLINK paratransit service to meet the following general objectives:

- Maximize the number of passengers carried per Vehicle Revenue Hour, with an initial productivity goal of 1.8 passengers per Vehicle Revenue Hour as provided in Section 1.2.6.6.
- Minimize passenger travel time. Maximum passenger travel time shall not exceed sixty minutes.
- Meet the on-time performance standard established in Section 1.2.6.
- Minimize MetroLINK's cost per passenger.

MetroLINK reserves the right to withhold payment for unnecessary trips operated due to Contractor's scheduling or dispatch errors.

Scheduling of ADA eligible trips may be done by passengers with as much as fourteen (14) days advance notice, with as little as the day before advance notice, and same day service shall be provided on a space available basis.

The trip manifestation shall indicate, if necessary, the need to accommodate a Personal Care Attendant, a service animal and travel companions. The Contractor shall endeavor to take all trip requirements and provider capabilities into consideration when preparing manifests. Contractors are required to resolve conflicts. This manifest shall contain all trips scheduled that are the responsibility of the Contractor.

The Contractor shall be permitted to negotiate pickup times with the individual, but the Contractor may not require an individual to schedule a trip to begin more than one hour before or after the desired departure time. Any trip scheduled more than one (1) hour before or after the passenger's desired pickup time is a denied trip and shall be reported as such, even if the individual is transported at the earlier or later time.

Trip manifests shall include definite pickup times, including return trips. Passengers may request that providers call them prior to service delivery to see if a return trip can be provided on a "will call" basis. Contractor shall not be required to negotiate trip return times but are encouraged to do so.

The Contractor will make subscription service available for passengers who travel on regularly scheduled trips. Subscription service will not absorb more than fifty percent (50%) of the number of trips available within any given hour, unless there is an excess of non-subscription capacity.

The Contractor shall have personnel empowered to make scheduling decisions on duty at all times during hours of operation.

1.2.4.6. Late Cancellation Policy

Cancellations made less than two (2) hours before a scheduled pickup time are late cancellations. Late cancellations will be logged and reported monthly.

1.2.4.7. No-Show Policy

The passenger's wait period begins when the vehicle arrives at the designated pickup location within the established pickup window. Before recording a no-show, the operator shall wait until the later of:

- Ten minutes after the vehicle's recorded arrival time
- Ten minutes after the passenger's scheduled pickup time

During the required wait period, the operator or dispatcher shall make the passenger-contact attempts required by MetroLINK policy. The vehicle shall not depart before the required waiting period expires. A passenger may be recorded as a no-show only when the vehicle arrived within the established pickup window, the required wait period expired, all required contact attempts were completed, and the passenger did not appear for the trip.

If the vehicle arrives after the pickup window closes, the passenger shall not be recorded as a no-show unless the passenger affirmatively declines the trip after being contacted. A late arrival does not automatically constitute a missed trip if the Contractor completes the trip. All no-shows will be logged and reported.

1.2.4.8. Missed Trips

The Contractor shall follow the pickup-window, arrival, wait-time, contact-attempt, no-show, and missed-trip requirements established in Sections 1.2.4.1 and 1.2.4.7. Operators and dispatch personnel shall complete, and document all required steps before coding a trip as a no-show or missed trip. Missed trips will be logged and reported monthly.

1.2.4.9. Complaints

The Contractor shall notify MetroLINK of every service-related complaint received directly by the Contractor within five calendar days after receipt, regardless of whether the Contractor believes the complaint is valid.

The Contractor shall investigate and provide MetroLINK a written response to each complaint referred by MetroLINK or received directly by the Contractor. The response shall describe the investigation, findings, and any corrective action taken or proposed. The Contractor shall submit the written response within ten calendar days after receiving the complaint or referral unless MetroLINK authorizes additional time.

Failure to timely report or respond to a complaint may result in liquidated damages in accordance with Section 1.2.6.

1.2.4.10. Dispatching

The Contractor shall provide complete dispatching services for the Contractor-operated paratransit service and dispatching services for MetroLINK's directly operated STS.

For STS, the Contractor's responsibilities shall include maintaining continuous dispatcher availability during STS operating hours; communicating with MetroLINK-employed vehicle operators; monitoring service progress and vehicle locations using MetroLINK-provided systems; communicating schedule changes and operating instructions authorized by MetroLINK; documenting trip status and service disruptions; responding to routine operating communications; and promptly escalating accidents, vehicle breakdowns, operator issues, passenger concerns, missed service, and other operational problems to the appropriate MetroLINK supervisor.

The Contractor shall not hire, assign, discipline, evaluate, or directly supervise MetroLINK-employed STS vehicle operators. The Contractor shall not independently modify STS routes, schedules, service policies, or operator assignments except as authorized by MetroLINK. Nothing in this Section transfers operational control, employment responsibility, vehicle responsibility, road-supervision responsibility, or insurance responsibility for STS from MetroLINK to the Contractor.

MetroLINK shall provide the Contractor with current STS manifests, schedules, vehicle and operator assignments, operating procedures, contact lists, and escalation protocols. MetroLINK shall notify the Contractor of known schedule changes and shall identify the MetroLINK supervisor authorized to resolve STS operating issues.

Contractor dispatchers shall provide instructions necessary to carry out MetroLINK-approved STS schedules and respond to routine operating conditions. Matters involving employee discipline, fitness for duty, operator removal, significant route changes, emergency service changes, or other management decisions shall be immediately referred to an authorized MetroLINK supervisor.

MetroLINK shall provide and maintain the communications equipment used for dispatching operations, including vehicle-mounted two-way radios, the base station, and associated support equipment. The Contractor shall utilize such equipment as provided and shall be responsible for its proper operational use during service hours.

Dispatching personnel shall be on duty and in radio communication with vehicle operators at all times during hours of operation and shall be trained in professional dispatching techniques, radio protocol, and cooperative methods for communicating with operators and passengers.

The Contractor shall be expected to follow applicable FCC guidelines and standard MetroLINK procedures for radio communications, as appropriate. The Contractor shall not be responsible for obtaining or maintaining FCC licenses related to the communications equipment.

The Contractor shall maintain logs of all dispatching activities and radio communications. MetroLINK reserves the right to examine such logs at any time.

1.2.5. Street Operations

1.2.5.1. Road Supervision and Quality Control

The requirements of this Section apply to the Contractor-operated paratransit service. MetroLINK shall provide road supervision and quality-control oversight for its directly operated STS. The Contractor shall cooperate with MetroLINK supervisors and provide dispatch records and operational information relating to STS when requested.

The Contractor shall determine how to organize and staff its road-supervision function. Qualified supervisory personnel shall be available throughout all scheduled service hours to monitor operations, assist operators, respond to accidents and service disruptions, investigate incidents, and enforce MetroLINK safety and service requirements.

The Contractor shall develop, implement, and maintain formal written procedures for all street supervisory functions. Procedures must include, at minimum, protocols for service monitoring, communication, incident response, emergency procedures, accident investigation, and documentation requirements. Supervisory personnel must be trained on these procedures and adhere to them at all times.

Road supervisors must be available and able to respond to service issues in a timely manner. The Contractor shall ensure supervisors can be on scene within a maximum of 20 minutes of notification

for any accident involving personal injury, property damage, or service-disrupting incident. For non-collision service disruptions—such as vehicle breakdowns, operator issues, or significant schedule interruptions—supervisors must respond within 30 minutes. Response time requirements apply during all hours of scheduled service, including evenings, weekends, and holidays.

The Contractor shall provide properly maintained and insured administrative vehicles and other equipment necessary for supervisory duties. Contractor-owned or Contractor-leased supervisory vehicles shall not be used to transport passengers or provide revenue service.

MetroLINK reserves the right to monitor and evaluate all aspects of the Contractor's operation of MetroLINK paratransit service. Monitoring activities may include, but are not limited to, accompanying operators and road supervisors during active service, reviewing documentation, and observing compliance with established procedures. The Contractor shall support all monitoring activities and maintain transparency in supervisory and operational practices.

1.2.5.2. No-Show and Missed Trip Procedures

The Contractor shall comply with the no-show and missed-trip procedures established in Sections 1.2.4.7 and 1.2.4.8.

1.2.5.3. Accident Reporting Procedures

The Contractor shall comply with all accident and incident reporting procedures established by MetroLINK and all applicable federal, state, and local requirements. The Contractor shall immediately notify MetroLINK of any accident or incident involving injury, death, significant property damage, a service interruption, an assault, a potential claim, or another serious safety concern. All other reportable accidents and incidents shall be reported to MetroLINK as soon as practicable, but no later than the end of the Contractor's operating day.

The Contractor shall submit a complete written incident report to MetroLINK within one business day after the accident or incident unless MetroLINK authorizes additional time. The written report shall include all information reasonably available to the Contractor, including the date, time, location, persons involved, description of the event, known injuries or property damage, witness information, and any immediate actions taken. Supplemental information shall be provided promptly as it becomes available.

In addition to reporting obligations, the Contractor is responsible for conducting timely internal post-incident reviews to determine root causes, contributing factors, and opportunities for improvement. When preventable elements or unsafe behaviors are identified, the Contractor shall implement appropriate corrective actions, which may include adjustments to operating practices, safety procedures, supervision, or vehicle handling protocols. If performance issues contributed to the event, the Contractor must provide retraining, coaching, or competency reinforcement to affected personnel and maintain documentation of such actions for MetroLINK's review upon request. The Contractor shall also coordinate fully with MetroLINK on all accident-related claims by providing complete and timely documentation, including incident reports, witness statements, video or audio files, and any additional information necessary to support MetroLINK's claims administration and accident investigation processes.

1.2.5.4. Time Synchronization

The Contractor shall be required to verify time synchronization daily with the MetroLINK dispatcher. The Contractor shall also require all employees to synchronize their watches at the beginning of their shifts.

1.2.5.5. Heating and Air Conditioning

Any vehicle with an inoperable air conditioning or heating system shall not be used for services. Each vehicle must use its air conditioning and/or heating systems as weather conditions and passengers dictate.

1.2.5.6. Unattended Vehicles

The Contractor shall ensure that unattended MetroLINK vehicles are legally parked, with the transmission placed in neutral or park as applicable, the parking brake set, and all doors and window locked.

1.2.5.7. Passenger Assistance

MetroLINK paratransit service is a curb-to-curb service. The Contractor is not required to provide an attendant for passengers. The Contractor's employees will aid in boarding and alighting, including assistance on and off of the wheelchair lift, securing passengers' mobility aids, and fastening passenger safety restraints.

1.2.5.8. Emergencies

The contractor will develop, implement, and maintain formal procedures to respond to emergencies and routine problems that may occur in the course of providing services. Such occurrences to be addressed include, but are not limited to: In-service vehicle failures, lift failures on vehicles in service, passenger disturbances, passenger injuries and/or illnesses, and vehicle accidents.

The Contractor's emergency procedures shall be consistent with MetroLINK's emergency procedures, as appropriate. In the event of a declared emergency, the contractor shall deploy vehicles in a manner as directed by MetroLINK's Chief Executive Officer or authorized representative. MetroLINK shall compensate the Contractor for service that significantly exceeds the normal cost of operating service during a declared emergency.

1.2.6. Performance Standards & Liquidated Damages

The parties acknowledge that certain Contractor performance failures may cause MetroLINK to incur administrative expense, passenger-assistance costs, compliance risk, service disruption, and other damages that are difficult to determine precisely. The amounts below represent reasonable estimates of MetroLINK's anticipated damages and are intended as liquidated damages, not penalties.

1.2.6.1. Applicability & Exclusions

Liquidated damages may be assessed only when the failure is attributable to the Contractor or its employees, subcontractors, or agents. They shall not be assessed to the extent the failure resulted from:

- passenger conduct
- inaccurate information supplied by MetroLINK
- failure of MetroLINK-provided vehicles, equipment or technology that the Contractor could not reasonably prevent
- severe weather, road closures, declared emergencies, or other circumstances outside the Contractor's reasonable control
- A MetroLINK-directed service change that did not provide the Contractor reasonable time to adjust its operations
- A delay, missed trip, service interruption, or other STS performance failure caused by a MetroLINK employee, MetroLINK-provided vehicle, MetroLINK supervision, or another matter outside the Contractor's STS dispatching responsibilities, unless the Contractor's dispatching act or omission contributed to the failure

1.2.6.2. Liquidated Damages Schedule

MetroLINK may assess the following liquidated damages:

Performance Failure: Monthly on-time performance below 92.5% - Liquidated Damages: \$250.00 for each percentage point below 92.5% prorated for a fractional percentage point

Performance Failure: Contractor-attributable missed trip - Liquidated Damages: \$150.00 per trip

Performance Failure: Improper trip denial caused by insufficient Contractor staffing, capacity, or another Contractor-controlled condition - Liquidated Damages: \$250.00 per trip

Performance Failure: Failure to notify MetroLINK of a complaint within the period required by Section 1.2.4.9 - Liquidated Damages: \$50.00 per occurrence

Performance Failure: Failure to timely submit a required written response to a complaint MetroLINK determines valid, an incident report, or a corrective-action response - Liquidated Damages: \$50.00 per occurrence.

1.2.6.3. Definitions & Limitations

1.2.6.3.1. On-Time Performance

The Contractor shall maintain monthly on-time performance of at least 92.5% for the Contractor-operated paratransit service, measured using the established pickup window and Via as the official source of record. Trips excluded under Section 1.2.6.1 shall be excluded from the calculation. For example, monthly on-time performance of 91.8% is 0.7 percentage points below the standard and would result in liquidated damages of \$175.00.

1.2.6.3.2. Contractor-Attributable Missed Trip

A Contractor-attributable missed trip is a scheduled paratransit or STS trip not completed because of a scheduling, dispatching, staffing, operator, or other failure within the Contractor's assigned responsibilities. For STS, a missed trip shall be Contractor-attributable only when the Contractor's failure to provide required dispatch coverage, communicate available information, document service activity, or follow an established dispatch or escalation procedure caused or materially contributed to the missed trip. A failure caused solely by a MetroLINK employee, MetroLINK-provided vehicle, MetroLINK supervision, passenger conduct, timely cancellation, or another circumstance listed in Section 1.2.6.1 shall not be Contractor-attributable.

Improper Trip Denial. An improper trip denial is a trip denied because of insufficient Contractor staffing, capacity, or another Contractor-controlled condition. It does not include a trip that MetroLINK determines was ineligible or outside the required service area, service days, or service hours.

Overlapping Assessments. MetroLINK shall not assess more than one liquidated-damages amount for the same underlying performance failure. Separate liquidated damages may be assessed for separate and independently verifiable failures arising from the same event.

1.2.6.4. Notice and Review

MetroLINK shall provide the Contractor written notice of proposed liquidated damages, including the applicable performance report, occurrence, calculation, and amount. The Contractor shall have ten business days to submit documentation disputing the proposed assessment or demonstrating that an exclusion applies. MetroLINK shall review the Contractor's response and issue a written

determination. Final liquidated damages may be deducted from the next payment due or invoiced separately.

1.2.6.5. Monthly Limitation & Other Remedies

Except in cases involving fraud, willful misconduct, falsification of records, abandonment of service, or a pattern or practice of ADA noncompliance, liquidated damages assessed for any single month shall not exceed 10% of the Contractor's monthly compensation before deductions.

Assessment of liquidated damages does not relieve the Contractor of its obligation to correct the underlying failure. Repeated, material, or uncorrected failures may also result in corrective actions, default, termination, or other remedies available under the Contract. MetroLINK shall not recover liquidated damages and actual damages for the same performance failure.

1.2.6.6. Productivity & Corrective Action

MetroLINK will monitor paratransit service productivity, calculated as completed paratransit unlinked passenger trips divided by actual Contractor-operated paratransit Vehicle Revenue Hours. The initial paratransit productivity goal is 1.8 passenger trips per Vehicle Revenue Hour. STS trips and Vehicle Revenue Hours shall be excluded from this calculation.

Productivity is a contract-management and service-planning measure and shall not automatically increase or decrease the fixed monthly fee or Vehicle Revenue Hour rate. If productivity remains below the established goal for three consecutive months, MetroLINK may require the Contractor to submit and implement a corrective action plan addressing scheduling, dispatching, staffing, operator performance, and other Contractor-controlled factors affecting productivity

1.2.7. Administration

1.2.7.1. Contract Assignment

MetroLINK reserves the right to assign this contract to any other city, county, or local governmental body, and any such assignee will assume full authority to enforce and manage the contract unless otherwise specified by MetroLINK. To ensure clear governance and consistent administration, MetroLINK will designate a Contract Administrator responsible for overseeing contract performance, serving as the primary point of contact, coordinating routine interactions, and ensuring that both parties remain aligned with contractual obligations. The Contract Administrator will facilitate monthly operational reviews to address day-to-day service delivery, operational concerns, safety, scheduling, and continuous improvement items, and will convene quarterly performance meetings to evaluate key performance indicators, service quality, compliance, reporting accuracy, financial performance, and any required corrective actions. MetroLINK will also establish a defined escalation path for resolving issues that cannot be addressed during routine meetings, beginning with the Contract Administrator, escalating to departmental or operational management if unresolved, and progressing to executive leadership for matters involving contract interpretation, significant performance concerns, financial impact, or service continuity risks; any issue remaining unresolved at these levels will be addressed through the formal dispute resolution process outlined in this contract. Through these structures, MetroLINK ensures transparent governance, predictable communication, and clear lines of authority throughout the administration of the contract.

1.2.7.2. Contract Termination

If any administrative, federal, state or local governmental body or court of law at any level enjoins, sets aside, or nullifies this contract, or terminates or significantly reduces funding for this contract, whether or not any such action constitutes a final determination, or if MetroLINK cancels this contract for any reason, MetroLINK may exercise its right to terminate this contract for its own convenience without liability to the Contractor upon thirty (30) days prior written notice.

MetroLINK may terminate this contract for nonperformance or default by the Contractor at any time, upon written notice, without limitation. Payments to the Contractor shall not constitute a waiver of any rights MetroLINK may have to recover damages resulting from the Contractor's non-performance or default. Upon receipt of a termination notice, the Contractor shall immediately cancel outstanding commitments for the procurement of services, materials, and supplies and shall exercise all reasonable diligence to cancel or divert to other activities any outstanding commitments for personal services. If, after issuing notice of termination for nonperformance or default, MetroLINK determines that the reasons for nonperformance or default was excusable, was not the fault of the Contractor, and was beyond the Contractor's control, MetroLINK may, in its sole discretion, authorize the Contractor to resume work.

1.2.7.3. Insurance

The Contractor shall, at its own expense, procure and maintain the insurance coverages required by this Section throughout the term of this Contract and for any additional period specified herein. The required insurance shall cover the Contractor and its employees, agents, subcontractors, and operations performed under this Contract.

Before commencing services, the Contractor shall furnish MetroLINK with certificates of insurance and copies of applicable endorsements demonstrating compliance with this Section. MetroLINK's receipt or acceptance of a certificate, endorsement, or other insurance document shall not waive or modify any requirement of this Contract.

1.2.7.3.1. Workers' Compensation and Employers' Liability

The Contractor shall maintain:

1. Workers' Compensation Insurance meeting the statutory requirements of the State of Illinois; and
2. Employers' Liability Insurance with limits of not less than:
 - a. \$1,000,000 each accident;
 - b. \$1,000,000 disease—each employee; and
 - c. \$1,000,000 disease—policy limit.

The policy shall include a waiver of subrogation in favor of MetroLINK and its officers, officials, employees, and agents, to the extent permitted by law.

1.2.7.3.2. Commercial General Liability

The Contractor shall maintain Commercial General Liability Insurance written on an occurrence basis, using coverage at least as broad as Insurance Services Office Form CG 00 01, with limits of not less than:

1. \$2,000,000 each occurrence;
2. \$4,000,000 general aggregate;
3. \$2,000,000 products-completed operations aggregate; and
4. \$2,000,000 personal and advertising injury.

Coverage shall include, as applicable:

1. Premises and operations;
2. Products and completed operations;
3. Contractual liability applicable to the Contractor's obligations under this Contract;
4. Independent contractors and subcontractors;
5. Personal and advertising injury;
6. Bodily injury and property damage;
7. Incidental medical malpractice arising from services provided during passenger transportation; and
8. Abuse or molestation liability, whether included in the Commercial General Liability policy or provided under a separate policy, with limits acceptable to MetroLINK.

MetroLINK and its officers, officials, employees, and agents shall be included as additional insureds for ongoing and completed operations. The Contractor's Commercial General Liability coverage shall be primary and noncontributory with respect to liability arising from the Contractor's operations, except for automobile liability specifically allocated to MetroLINK under subsection C.

1.2.7.3.3. Automobile Liability and MetroLINK-Owned Vehicles

The parties acknowledge that the vehicles used in providing the ADA paratransit services will be owned by MetroLINK and leased or otherwise made available to the Contractor.

MetroLINK shall maintain automobile liability insurance covering the MetroLINK-owned vehicles. Before the Contractor begins operating any vehicle, MetroLINK shall obtain confirmation from its insurer or authorized insurance representative that:

1. The Contractor is an insured under MetroLINK's automobile liability coverage while performing services under this Contract;
2. The Contractor's authorized employees are insured while operating the vehicles with MetroLINK's permission;
3. Coverage applies to claims made against both MetroLINK and the Contractor arising from operation of the vehicles; and
4. MetroLINK's automobile liability coverage is primary for operation of MetroLINK-owned vehicles.

The Contractor shall maintain Commercial Automobile Liability Insurance covering all Contractor-owned, hired, and non-owned vehicles used in connection with the Contract, including administrative and supervisory vehicles, with a combined single limit of not less than **\$1,000,000 per accident**. Such coverage shall be primary for vehicles not covered by MetroLINK's automobile liability insurance.

The Contractor shall not permit any person to operate a MetroLINK-owned vehicle unless the person:

1. Is employed or otherwise authorized by the Contractor and approved to operate the vehicle;
2. Possesses all licenses and endorsements required for the vehicle and services being performed;
3. Meets all driver qualification requirements established by this Contract and applicable law; and
4. Is eligible for coverage under the applicable automobile insurance policy.

Nothing in this subsection relieves the Contractor of responsibility for claims, losses, or damages caused by:

1. The Contractor's negligence or willful misconduct;
2. Operation by an unauthorized, unlicensed, or unqualified driver;
3. Unauthorized or improper use of a MetroLINK-owned vehicle;
4. Use of a vehicle outside the scope of this Contract; or
5. Any other violation of this Contract.

1.2.7.3.4. Physical Damage to MetroLINK-Owned Vehicles

MetroLINK shall maintain physical-damage coverage for MetroLINK-owned vehicles to the extent provided under MetroLINK's existing insurance program.

The Contractor shall be responsible for the applicable deductible and any uninsured physical damage to a MetroLINK-owned vehicle to the extent the damage results from:

1. The negligence or willful misconduct of the Contractor or its employees, agents, or subcontractors;
2. Operation by an unauthorized, unlicensed, or unqualified driver;
3. Use of a vehicle outside the scope of this Contract;
4. Failure to report an accident, damage, or loss promptly;
5. Failure to follow required vehicle security or accident-reporting procedures; or

6. An act or omission by the Contractor that causes the loss to be excluded from insurance coverage.

MetroLINK shall remain responsible for ordinary wear and tear, mechanical failure not caused by the Contractor, and damage occurring before the vehicle is placed in the Contractor's possession or control.

1.2.7.3.5. Umbrella or Excess Liability

The Contractor shall maintain Umbrella or Excess Liability Insurance with limits of not less than \$5,000,000 per occurrence and in the aggregate.

The umbrella or excess policy shall apply over the Contractor's:

1. Commercial General Liability;
2. Employers' Liability; and
3. Owned, hired and Non-Owned Automobile Liability.

The umbrella or excess coverage shall be at least as broad as the underlying policies and shall not contain exclusions that materially reduce the required underlying coverage, including exclusions that would eliminate coverage for passenger transportation or ADA paratransit services.

1.2.7.3.6. General Insurance Requirements

All insurance required to be maintained by the Contractor shall:

1. Be issued by insurers authorized to conduct business in Illinois and having an A.M. Best rating of at least A-, VII, unless otherwise approved in writing by MetroLINK;
2. Apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of liability;
3. Include waivers of subrogation in favor of MetroLINK and its officers, officials, employees, and agents where required by this Section and commercially available;
4. Provide that the Contractor's required liability insurance is primary and noncontributory to insurance maintained by MetroLINK, except for the automobile liability coverage specifically allocated to MetroLINK under subsection C;
5. Cover the operations of all subcontractors used by the Contractor, or require each subcontractor to maintain coverage meeting the requirements applicable to its work;
6. Not contain exclusions inconsistent with the Contractor's ADA paratransit operations;
7. Remain in effect throughout the term of the Contract; and
8. Provide coverage for operations performed within the State of Illinois.

The Contractor shall immediately notify MetroLINK upon learning of any cancellation, nonrenewal, material reduction, or material change in required coverage. Where commercially available, the policies shall be endorsed to provide MetroLINK with at least 30 days' advance notice of cancellation or nonrenewal, except that 10 days' notice may apply to cancellation for nonpayment of premium. The Contractor shall disclose all deductibles and self-insured retentions applicable to the required coverage. Deductibles and self-insured retentions shall be subject to MetroLINK's approval, and the Contractor shall be solely responsible for their payment.

If any required insurance is written on a claims-made basis, the Contractor shall maintain that coverage continuously during the Contract and for at least two years after completion or termination of the Contract or shall purchase extended-reporting coverage providing equivalent protection. The Contractor's maintenance of insurance shall not limit the Contractor's liability, indemnification obligations, or other responsibilities under this Contract.

1.2.7.3.7. Evidence of Insurance

Before commencing services, and upon each policy renewal, the Contractor shall provide MetroLINK with:

1. Certificates of insurance identifying each required coverage and limit;
2. Additional-insured endorsements;

3. Primary and noncontributory endorsements;
4. Waiver-of-subrogation endorsements;
5. Evidence that the umbrella or excess policy applies over the required underlying coverage;
6. Evidence that the commercial crime coverage applies to funds owned by or held for MetroLINK; and
7. Any other policy documents or endorsements reasonably requested by MetroLINK.

Certificates of insurance that merely state that coverage is provided “where required by written contract” shall not, by themselves, be considered sufficient evidence of compliance when MetroLINK requests the applicable endorsement.

1.2.7.3.8. Waiver of Subrogation

To the extent permitted by law and supported by the applicable insurance policies, the Contractor waives, and shall require its insurers to waive, rights of recovery and subrogation against MetroLINK and its officers, officials, employees, and agents for losses covered by the Contractor’s required insurance. This waiver shall not apply to losses caused by MetroLINK’s sole negligence or willful misconduct unless otherwise expressly agreed by the parties and their insurers.

1.2.7.4. Communications and Liaison

The Contractor will coordinate closely with MetroLINK on all matters pertinent to MetroLINK paratransit service. The Contractor will attend staff meetings with MetroLINK as requested. Official contact with MetroLINK concerning service and contract related issues will be through MetroLINK’s Director of Support Services. MetroLINK may designate other contact persons as necessary.

1.2.7.5. Planning

The Contractor shall assist in the ongoing development of MetroLINK’s Complementary Paratransit Plan and in the planning and development of future MetroLINK paratransit service.

1.2.7.6. Fares

Fares and methods of payments charged to passengers and companions will be set by MetroLINK. MetroLINK may choose to alter fares at any time during the course of the Contract. Initial fare for paratransit service will be \$2.00. Registered Personal Care Attendants traveling with a passenger will not be charged for the trip. Travel companions will pay the same fare as the eligible passengers.

Cash fares will be safely stored by the Contractor and submitted to MetroLINK weekly. At the end of each month, the Contractor will submit a monthly fare collection and reconciliation report. This invoice must be reconciled with the total number of trips during the month.

1.2.7.7. Invoicing Procedures

The Contractor shall submit a monthly invoice for services performed during the preceding month. Each invoice shall separately state:

- The fixed monthly fee
- The fixed monthly STS dispatch fee
- Actual Contractor-operated paratransit Vehicle Revenue Hours reported by Via
- The contractual variable rate per Vehicle Revenue Hour
- The resulting variable compensation
- Authorized additional or special services, separately identified
- Fare revenue collected and remitted, as applicable
- Credits, liquidated damages, and other adjustments
- STS dispatch coverage provided during the invoice period, including any service days or hours for which required dispatch coverage was not provided
- The total amount due

The Contractor shall attach the applicable Via operating report or a reconciliation to the report generated by MetroLINK. Any requested adjustment to Via-reported Vehicle Revenue Hours must identify the affected vehicle, date, time, service, number of hours, reason for the adjustment, and supporting documentation.

Routine monthly invoices shall be supported by the agreed contractual rates and verified units of service. MetroLINK may request payroll records, invoices, cost records, or other supporting documentation when necessary to evaluate a disputed charge, proposed contract amendment, cost-reimbursement item, or compliance with the Contract.

MetroLINK shall pay an acceptable and properly supported invoice in accordance with the payment terms established in the Contract. An invoice shall not be considered complete while a material discrepancy or unsupported charge remains unresolved.

The Contractor agrees that MetroLINK, the Comptroller General of the United States, and the Secretary of Transportation, or any of their duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work, materials, records, and accounts relating to the performance of the contract. Further, the Contractor agrees to maintain all required records for at least three (3) years after MetroLINK has made final payment and all other pending matters are closed.

1.2.7.8. Data Collection

The Contractor shall use MetroLINK-provided software to maintain all required paratransit service, passenger, reservation, scheduling, dispatch, vehicle, maintenance, and performance information and all required STS dispatch information. Paratransit and STS records shall be separately identifiable. For STS, the Contractor shall maintain dispatch records, trip dispositions, communications, service disruptions, escalation activity, and other information required by MetroLINK but shall not be responsible for vehicle, personnel, payroll, maintenance, or supervisory records maintained by MetroLINK. MetroLINK shall own and administer the operational databases and establish applicable data-retention, access, format, and reporting requirements. The Contractor shall provide and maintain its own payroll and accounting software. The Contractor's payroll and accounting systems remain separate from MetroLINK's operational systems except to the extent that MetroLINK requires approved reports or data exports. The Contractor shall provide any general office computer hardware, printers, telephone equipment, or related administrative equipment not expressly provided by MetroLINK.

1.2.8. Records and Reports

1.2.8.1. Ownership of Documents

The Contractor agrees that any and all information, whether in oral, written, or electronic form, obtained from MetroLINK, its agents or assigns, or any other source, or generated by the Contractor pursuant to this contract, shall be used solely for the purpose of fulfilling the requirements of this contract. All documents, reports, or data produced by the Contractor in connection with contract performance shall become the sole property of MetroLINK, subject to any rights asserted by the FTA, although the Contractor may retain copies for its internal files. Such documents, reports, or data shall not be released or disclosed without MetroLINK's prior written permission. Via shall be the primary source of operational and performance data for reporting and SLA measurement. MetroLINK will provide or approve all report templates and data definitions.

1.2.8.2. Reporting Requirements

The Contractor shall maintain complete financial and performance records for the Contractor-operated paratransit service and complete operational records for its STS dispatching activities. Paratransit and STS information shall be separately identified in all reports unless MetroLINK approves

a combined format. The Contractor will submit monthly financial reports to MetroLINK using a standardized financial reporting form.

Financial and performance records must be available for inspection by MetroLINK at all times upon reasonable notification by MetroLINK. Failure to submit required records or reports may result in a written notice of deficiency and a required corrective action plan. A material, repeated, or uncorrected failure may constitute default under the Contract. MetroLINK reserves the right to require Contractor to submit all reports electronically using industry standard computer file formats.

1.2.8.3. National Transit Database (NTD) Reporting

The Contractor shall collect, maintain, and provide all operating and service data reasonably required for MetroLINK's National Transit Database reporting, using current FTA definitions and MetroLINK-approved reporting formats. The Contractor shall separately identify paratransit data and STS data and shall provide STS dispatch records reasonably necessary for MetroLINK to prepare its NTD reporting. MetroLINK remains responsible for validating operating information furnished by its STS vehicle operators and supervisors.

1.2.8.4. Daily Records

Daily records shall be maintained by the Contractor and shall contain, but are not limited to, the following information:

- Administration information, including but not limited to: Administrative, Reservation, Scheduling, Dispatching, Operations, and vehicle maintenance coordination activities, and reservation calls taken
- Operations information, including, but not limited to, trips per day, passengers per day, (broken down by ambulatory, non-ambulatory, subscription, and regular), total PCA's, total companions, no-shows, missed trips, demand satisfaction, denied trips, and call-back performance
- Demographics information, including but not limited to, boardings by the day of week and time of day
- Vehicle information, including but not limited to, fuel use, platform miles and hours, seat miles and hours, revenue miles and hours, and maintenance performed, open repair items, downtime, and vehicle availability
- STS dispatch information, including scheduled service, actual service status, dispatcher coverage, vehicle and operator communications, service interruptions, missed or incomplete trips, accidents or incidents reported to dispatch, and referrals or escalations to MetroLINK supervisors

1.2.8.5. Monthly Reports

Monthly Reports shall be submitted to MetroLINK by the tenth calendar day of the following month. This section outlines minimum reporting requirements. The Contractor is encouraged to provide any and all additional information or reports which may assist in the documenting the provision of MetroLINK paratransit services.

All report formats are subject to approval by MetroLINK. The Contractor shall submit all required reports electronically via email. All reports must be provided in industry-standard XLSX (Microsoft Excel) file format. Reporting methods that support MetroLINK's ability to maintain, analyze, and store operational data within its internal databases will be viewed favorably.

The following information shall be reported monthly:

- Monthly Summary Report: A monthly summary of the information required under Section 1.2.8.4
- Monthly NTD Report: This report will contain, but is not limited to, Unlinked Passenger Trips, Vehicle Miles split between Vehicle Revenue Miles & Deadhead, Vehicle Hours split between

Vehicle Revenue Hours and Vehicle Deadhead Hours, Passenger Miles Traveled, all terms defined by FTA's National Transit Database. All data sets will be shown as Weekday, Saturday or Sunday data. Contractor's staff will work with MetroLINK to ensure it has enough data to accurately report modal data monthly and annually to FTA.

- **Maintenance Report:** The Contractor shall submit a monthly report for MetroLINK vehicles and equipment that includes the current fleet listing; preventive maintenance due and completed; repairs performed; warranty work; open maintenance items; vehicle downtime; fleet availability; fluid usage; and the operating condition of air-conditioning systems, wheelchair lifts or ramps, and passenger restraint devices. The report shall identify the maintenance provider and completion date for work performed. Cost information shall be included only when available to the Contractor or supplied by MetroLINK.
- **Cancellation Report:** This report shall include, but is not limited to, the passenger's name, the scheduled date, pick up time, and the cancellation time for each and every cancellation.
- **No-Show Report:** This report shall include, but is not limited to, the passenger's name, the scheduled date and pickup time, the actual arrival time, and each and every no-show.
- **Missed Trip Report:** This report shall include, but is not limited to, the passenger's name, the scheduled date and pickup time, the actual arrival time, the cancellation time, and the reason that the vehicle was late or failed to arrive for each and every missed trip.
- **Denied Trip Report:** This report shall include, but is not limited to, the passenger's name, the date and time that the trip was denied, for each and every trip denied to a passenger. Trips scheduled more than one (1) hour before or after the passenger's originally requested time are considered to be denied trips and will be reported as such, even if the individual is transported at an earlier or later time.
- **Call Back Report:** This report shall include, but is not limited to, the Passenger's name, the date and time that the trip was scheduled, the time the call back was attempted, the actual time that the vehicle arrived and the reason that the vehicle was late, for each and every trip.
- **STS Dispatch Report:** A separate monthly summary of STS dispatching activity, including STS Vehicle Revenue Hours and trips reported through the MetroLINK-approved system; dispatcher coverage; missed or incomplete trips; service disruptions; vehicle breakdowns reported to dispatch; accidents or incidents reported to dispatch; and matters escalated to MetroLINK supervision. Inclusion of STS Vehicle Revenue Hours in this report shall not make those hours billable under the Contractor's variable paratransit Vehicle Revenue Hour rate

1.2.8.6. Special Reports

The Contractor shall make any and all special reports that are required. These reports include, but are not limited to, accident reports, incident reports, emergency reports, reports of vehicles exceeding the ten-day maintenance downtime limit, presentations to the MetroLINK Board of Directors, and any or all reports deemed necessary by MetroLINK.

1.2.8.7. Cybersecurity and Information Security Responsibilities

The Contractor shall comply with all MetroLINK information security, cybersecurity, and data protection policies, including requirements related to user authentication, password management, device security, incident reporting, and acceptable use. The Contractor shall ensure that all Contractor-owned devices used to access MetroLINK systems are secured, maintained, and protected against unauthorized access, malware, and data loss. Any actual or suspected cybersecurity incident, data breach, system compromise, or unauthorized access involving MetroLINK systems or data shall be reported to the Director of Support Services immediately upon discovery and no later than twenty-four (24) hours after detection.

1.2.9. Additional Work or Services

MetroLINK may request additional services, modifications to scope, or new tasks related to special surveys or experimental services through a written request. Upon receipt of such a request, the

Contractor shall submit a written proposal describing the additional services, including applicable staffing assumptions, anticipated schedule impacts, and proposed compensation. No additional services shall be performed, and no additional compensation shall be due, unless such work is authorized in writing by MetroLINK through a task order, amendment, or change order executed by authorized representatives of both parties. Unless otherwise agreed in writing, additional services that are similar in nature to the base contract services shall be compensated at the applicable contract rates, while services that are outside the scope of the base contract or that require materially different resources, expertise, or risk shall be compensated at mutually negotiated rates or on a not-to-exceed basis. Direction by MetroLINK staff, participation in meetings, or preliminary discussions shall not constitute authorization to perform additional services or incur additional costs without written approval in accordance with this Section.

MetroLINK reserves the right, at its sole discretion, to issue a separate Request for Proposals (RFP) for experimental or pilot services and to award a contract to the proposer deemed most qualified.

1.2.9.1. Special Surveys

MetroLINK may request that the Contractor perform special surveys, which may include, but are not limited to, passenger surveys, service quality surveys, operational studies, and pilot evaluation surveys. Such surveys shall be performed only upon written authorization by MetroLINK in accordance with the Additional Services and Change Authorization provisions.

Each authorized survey shall be defined in a written Task Order that specifies, at a minimum, the scope of work, methodology, staffing requirements, schedule, deliverables, data ownership, and acceptance criteria. Unless otherwise agreed in writing, survey results and raw data shall be the property of MetroLINK.

1.2.9.2. Experimental Service

MetroLINK may, at its discretion, implement experimental or pilot services, including but not limited to general public dial-a-ride service and/or fixed-route service. MetroLINK may request that the Contractor operate such experimental services. Unless otherwise specified in writing, the general operating parameters applicable to MetroLINK paratransit services shall apply to experimental services.

Experimental services shall not commence until the scope, duration, service parameters, performance standards, and compensation have been mutually agreed upon in writing.

1.2.9.3. Compensation

Unless otherwise agreed in writing:

- Operational services shall be compensated at a quoted rate per revenue hour.
- The quoted rate per revenue hour shall clearly define what constitutes a revenue hour and shall be based on agreed-upon assumptions regarding service type, vehicle ownership, staffing levels, and operating conditions.
- Design, planning, and start-up activities may be included in the revenue-hour rate or compensated as a separate, one-time or not-to-exceed amount, as specified in the Task Order.